



AGENDA CITY COUNCIL MEETING

September 21, 2023 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, September 21, 2023, beginning at 6:30 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651, at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting. Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council will be physically present at this meeting.

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

How to Provide Input at a Meeting:

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

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

Call to Order

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

Citizen Input

1. Citizen Input.

Community Interest

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

2. Items of Community Interest.

Consent Agenda

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

3. Consent Agenda:

- A. Approval of the minutes of the September 7, 2023 City Council Meeting.
- B. Approval of the minutes of the September 7, 2023 City Council Special Meeting.
- C. Authorize the Mayor to enter into an Interlocal Agreement between the City of Lucas and Collin County for animal shelter services for a one-year period beginning October 1, 2023 through September 30, 2024 in an amount not to exceed \$14,970.
- D. Authorize the Mayor to enter into an Interlocal Agreement between the City of Lucas and Collin County for animal control services for a period of one year beginning October 1, 2023 through September 30, 2024 in an amount not to exceed \$19,030.

Regular Agenda

- 4. Receive a presentation on the State of the District from Lovejoy Independent School District Superintendent Katie Kordel. **(Presenter: Superintendent Katie Kordel, Lovejoy Independent School District)**
- 5. Conduct candidate interviews and consider an appointment to fill the vacant position as Alternate Member 2 on the Parks and Open Space Board. **(City Council)**
- 6. Receive a presentation on the alternative design options to the West Lucas Road Reconstruction Project, consider a project update, and provide direction to the City Manager. **(Presenter: Design Engineer Chris Meszler, PE, BCC Engineering, LLC)**
- 7. Consider adopting Ordinance 2023-09-00991 amending the City of Lucas Code of Ordinances, Appendix C titled "Fee Schedule". **(Presenter: Development Services Director Joe Hilbourn)**
- 8. Discuss participation by the City Council in National Night Out on October 3, 2023. **(Presenter: Mayor Olk)**

Executive Session

- 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.

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, Texas 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on September 15, 2023.

Toshia Kimball, City Secretary

In compliance with the American with Disabilities Act, the City of Lucas will provide for reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services should be directed to City Secretary Toshia Kimball at 972.912.1211 or by email at tkimball@lucastexas.us at least 48 hours prior to the meeting.



City of Lucas

City Council Agenda Request

September 21, 2023

Item No. 01

Requester: Mayor Jim Olk

Agenda Item Request

Citizen Input.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

September 21, 2023

Requester: Mayor Jim Olk

Agenda Item Request

Items of Community Interest.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

September 21, 2023

Requester: Mayor Jim Olk

Agenda Item Request

Consent Agenda:

- A. Approval of the minutes of the September 7, 2023 City Council Meeting.
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- C. Authorize the Mayor to enter into an Interlocal Agreement between the City of Lucas and Collin County for animal shelter services for a one-year period beginning October 1, 2023 through September 30, 2024 in an amount not to exceed \$14,970.
- D. Authorize the Mayor to enter into an Interlocal Agreement between the City of Lucas and Collin County for animal control services for a period of one year beginning October 1, 2023 through September 30, 2024 in an amount not to exceed \$19,030.

Background Information

Item 3C:

Collin County has provided a contract modification amendment to renew the Interlocal Agreement between the City of Lucas and Collin County for animal shelter services for a one-year period. Staff has reviewed the renewal and there is no increased cost for animal shelter services.

Item 3D:

Collin County has provided a contract modification amendment to renew the Interlocal Agreement between the City of Lucas and Collin County for animal control services for a one-year period. Staff has reviewed the renewal and there is no increased cost for animal shelter services.

Attachments/Supporting Documentation

1. Minutes of the September 7, 2023 City Council Meeting
2. Minutes of the September 7, 2023 City Council Special Meeting
3. Collin County Contract Modification for Animal Shelter Services
4. First Amended Interlocal Agreement for the Facility Construction and use of an Animal Shelter in Collin County between the City of Lucas and Collin County
5. Collin County Contract Modification for Animal Control Services
6. Interlocal Agreement for Animal Control Services between the City of Lucas and Collin County



City of Lucas

City Council Agenda Request

September 21, 2023

Item No. 03

Budget/Financial Impact

Item 3C:

There is no financial impact to the approved budget for fiscal year 2023/24 as there are no increased costs for animal shelter services.

Item 3D:

There is no financial impact to the approved budget for fiscal year 2023/24 as there are no increased costs for animal control services.

Recommendation

Staff recommends approval of the consent agenda as presented.

Motion

I make a motion to approve the consent agenda as presented.



City Councilmembers Present:

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember David Keer
Councilmember Phil Lawrence
Councilmember Debbie Fisher
Councilmember Dusty Kuykendall

City Staff Present:

City Manager Joni Clarke
Assistant City Manager Kent Souriyasak
Development Services Director Joe Hilbourn
City Secretary Toshia Kimball
Parks and Open Space Chairman Bill Esposito
City Attorney Joe Gorfida
Fire Chief Ted Stephens
Deputy Daniel Gillespie

City Councilmembers Absent:

Councilmember Tim Johnson

The regular City Council meeting was called to order at 6:51 pm immediately following the Lucas Fire Control, Prevention, and EMS District Board meeting.

Citizen Input

1. Citizen Input

Curtis Helton, 2300 McGarity Lane, requests a second dead end stop sign on McGarity Lane near Pennington Drive.

Community Interest

2. Items of Community Interest.

Mayor Olk gave items of community interest including:

- Lucas Farmers Market will be held on Saturday September 9 at the Community Park from 8 am to 12 pm.
- Charity drive to support the victims of the Maui, Hawaii fires led by Legacy 4-H.
- Public Lands Trail Cleanup on Saturday, September 30 at the Highland Park Trailhead from 9 am to 1 pm. This year marks the 30th Anniversary of National Public Lands Day.
- Movie in the Park will be held on Friday, October 6 at Community Park. The movie will begin at approximately 7:00 pm.
- The Fire Rehab Team is looking for volunteers to meet once a month and respond to emergencies with Lucas Fire-Rescue. For more information, contact Devanie Stevens at the Fire Station and check out the Fire Rehab Program on the city website.
- Councilmember Fisher thanks the patrons that came out for the history and listened about early Lucas history. The next historical display will be focused on Lucas Fire-Rescue and 9/11.

Consent Agenda

3. Consent Agenda:

- A. Approval of the minutes of the August 17, 2023 City Council Meeting.
- B. Approval of the City of Lucas Quarterly Investment Report ended June 2023.
- C. Approval of Resolution R-2023-09-00545 adopting the City of Lucas Public Funds Investment Policy.
- D. Adoption of Ordinance 2023-09-00990 amending the City of Lucas Code of Ordinances by amending Chapter 8 titled “Offenses and Nuisances”, Article 8.03 titled “Minors” by repealing Division 2 titled “Curfew” in its entirety and reserving Division 2, Sections 8.03.031 through 8.03.035, for future use.
- E. Authorize the City Manager to execute the First Amendment to the Agreement for Solid Waste and Recycling Services between the City of Lucas and Community Waste Disposal effective October 1, 2023.
- F. Authorize the City Manager to execute the Interlocal Agreement for Communications Center and Dispatch Services between the City of Lucas and City of Wylie beginning October 1, 2023.
- G. Approval of amending the Budget for fiscal year 2023-2024 by appropriating funding in an amount not to exceed \$79,000 from account 11-1001-70 (Restricted Cash Logan Ford Ranch) to account 11-8209-301 (Improvements Roads) to fund the City’s participation in the amended development agreement with Goose Real Estate, Inc.

Mayor Olk removed Item G as a separate item that will be tabled for discussion at a future date.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Lawrence to approve items A through F as presented. The motion passed unanimously by a 6 to 0 vote. Councilmember Johnson was absent.

G. Approval of amending the Budget for fiscal year 2023-2024 by appropriating funding in an amount not to exceed \$79,000 from account 11-1001-70 (Restricted Cash Logan Ford Ranch) to account 11-8209-301 (Improvements Roads) to fund the City’s participation in the amended development agreement with Goose Real Estate, Inc.

Mayor Olk read an email from Louie Jones, 1420 Ford Lane. Mr. Jones wanted to understand why the developer is being released from the financial responsibility of a 24-foot-wide road under his development contract with the city.

Mayor Olk read an email from James Ondrusek, 1500 Ford Lane. Mr. Ondrusek has two issues with the new proposal. The turnaround for the fire trucks and other large panel vans has been moved from near the end of the block to the middle of the block. This location would encourage drivers to use residents’ driveways rather than back up to 1,000 feet or more. The construction on East

Winningkoff Road is substandard and needs rework after a few years of usage. Part of this project involved a contract with Goose Real Estate. We want to avoid a repeat of inferior construction integrity for Welborn and Ford Lane.

Deborah Jacobs, 1415 Ford Lane, spoke regarding the timeline for inquiring about the development related to Ford Lane and Welborn Lane. She requested a refund of 18% impact fees to residents. She voiced a concern on the lack of communication to the residents.

Kris Lamberth, 1521 Ford Lane, asked why his driveway is being turned into a turnaround lane and if that's the case, he has not been spoken to about it.

Dan Holsonback, 1340 Ford Lane, indicated there has been no communication or notice to the residents.

Dr. Kathryn Ondrusek, 1500 Ford Lane, raised concerns about amendment execution, future access to engineering design reports, changes to a turnaround lane and if the Mayor will speak with the citizens before signing the agreement.

Elon Smith, 1400 Ford Lane, deferred to Greg Jacobs.

Greg Jacobs, 1415 Ford Lane, indicated there is 57 feet of dedicated right-of-way on Welborn Lane and the amendment agreement was reduced from 8-inch to 6-inch depth. Residents requested a city analysis of space.

Mayor Olk would like the Council to hold off on the development agreement to determine the design issues. Mayor Olk feels the residents deserve their answers and hold off on the budget. The City Council agreed to table agenda item G and request the development agreement and design aspects be put back on agenda as properly advertised.

Mayor Pro Tem Peele indicated if it would be easier to have a neighborhood meeting. Mayor Olk would like to put this back on the agenda and then have a neighborhood meeting to help educate residents to understand what is happening.

Councilmember Kuykendall and Councilmember Lawrence agreed and would like the item back on the agenda with more information. Mayor Olk indicated City staff will reach out and sit down with the residents to go over the reports. City Manager Joni Clarke indicated the item will be tentatively scheduled for the October 5 City Council meeting.

No motion was needed for this item.

Public Hearing Agenda

4. Conduct a Public Hearing to consider the tax rate for fiscal year 2023-2024.

Mayor Olk opened the Public Hearing at 7:42 pm.

Citizen Input

Paul Rathgeb, 10 Rollingwood, thanked the Council for keeping taxes low.

Mayor Olk closed the public hearing at 7:43 pm.

- 5. Conduct a Public Hearing and consider a Specific Use Permit (SUP) application submitted by Bill Shipley on behalf of Caliber Collision to permit a Caliber Collision paint and body shop with minor automotive located in the William Snider Survey, Abstract Number 821, Tract 16, being 1.75 acres of a 5.7601 acres tract of land, more commonly known as a tract of land on McGarity Lane 500' east of the intersection of Angel Parkway and McGarity Lane. (Canceled)**

Regular Agenda

- 6. Receive the Friends of 4-H Award in recognition of the City of Lucas and contributions made to the Legacy 4-H Club.**

Bill Esposito introduced Marie Rathgeb as the new person in charge of Legacy 4-H Club. Presented Friends of 4H Award in recognition of the City of Lucas contributions made to the Legacy 4H Club to the City of Lucas, City Manager Joni Clarke and Assistant City Manager Kent Souriyasak.

- 7. Discuss recommendations to conduct a parks survey by the Parks and Open Space Board and provide direction to the City Manager.**

Parks and Open Space Board Chairman Bill Esposito presented the draft parks survey that will be collected electronically. Mayor Pro Tem Peele advised for the removal of age-based questions. Mr. Esposito suggested an age bracket within the household. Mayor Pro Tem Peele advised removal of question #15 regarding tax dollars. Mayor Pro Tem Peele discussed the trail system to the west of Country Club is for walkers and bikers, while the east of Country Club Road is for equestrians, and we don't say that on the survey. Mayor Olk advised not to go into too much detail.

Mayor Olk advised reordering questions 8 to 11 to better fit the topics of each question. Mayor Olk opined that the survey is a good idea to help the Parks and Open Space Board and City Council to make decisions in the future. Councilmember Kuykendall advised it is important to collect the number of members in the participants households. Parks and Open Space Board Chairman Bill Esposito advised that questions regarding age will be restructured to include age ranges.

Councilmember Kuykendall asked if the gender question is needed and advised to remove the gender question. Councilmember Keer advised making a distinction between the Trinity Trail and equestrian trails. Mayor Pro Tem Peele advised keeping Trinity Trails separate. Councilmember Lawrence advised providing more specific questions for respondents who indicate they use the trails for equestrian uses, including moving question 10 before question 8. Councilmember Lawrence advised those who use indicate that they use the trails for equestrian uses would then be provided further questions regarding their usage habits.

Councilmember Fisher does not want a misunderstanding that we are trying to repurpose a trail that exists because we are not. Councilmember Kuykendall advised that resident usage should be determined in order to better predict facilities that must be upkept by City staff. Mayor Olk asked if

questions 12, 13, and 14 should be ahead of questions 8 and 9. Mr. Esposito indicated that those respondents who choose an interest in equestrian uses be diverted to those questions uniquely. Councilmember Kuykendall will review the survey as Council Liaison.

8. Consider adopting Ordinance 2023-09-00988 approving the budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

MOTION: A motion was made by Councilmember Fisher, seconded by Councilmember Lawrence to approve adopting Ordinance 2023-09-00988 approving the budget for fiscal year beginning October 1, 2023 and ending September 30, 2024. The motion passed unanimously by a 6 to 0 record vote. Councilmember Johnson was absent.

A record vote was taken:

Councilmember Debbie Fisher	Aye
Councilmember Dusty Kuykendall	Aye
Councilmember David Keer	Aye
Mayor Jim Olk	Aye
Mayor Pro Tem Kathleen Peele	Aye
Councilmember Phil Lawrence	Aye
Councilmember Tim Johnson	Absent

The motion passed unanimously by a 6 to 0 vote.

9. Consider adopting Ordinance 2023-09-00989 levying Ad Valorem Taxes for the Tax Year 2023 (Fiscal Year 2023-2024) at a rate of \$0.256758 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Lucas as of January 1, 2023.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Keer to approve adopting Ordinance 2023-09-00989 levying Ad Valorem Taxes for the Tax Year 2023 (Fiscal Year 2023-2024) at a rate of \$0.256758 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Lucas as of January 1, 2023. The motion passed unanimously by a 6 to 0 vote record vote. Councilmember Johnson did not attend.

A record vote was taken:

Councilmember Phil Lawrence	Aye
Mayor Pro Tem Kathleen Peele	Aye
Mayor Jim Olk	Aye
Councilmember David Keer	Aye
Councilmember Dusty Kuykendall	Aye
Councilmember Debbie Fisher	Aye
Councilmember Tim Johnson	Absent

The motion passed unanimously by a 6 to 0 vote.

10. Receive a presentation regarding the City of Lucas Geographic Information Systems (GIS) Web Map Portal.

CIP Manager Patrick Hubbard presented the new City of Lucas GIS portal and provided instructions to City Council on how the public can utilize the portal.

No motion was needed for this item.

11. Discuss the City of Lucas Certificate of Convenience and Necessity (CCN) as it relates to a development known as Kings Crossing, Phase 3, located in the City of Parker.

CIP Manager Patrick Hubbard presented this item. Mayor Pro Tem Peele asked for specifications on where the City of Parker is inside of our CCN. Mayor Olk clarified that past discussions with the City of Parker resulted in an understanding that the City of Parker provides water in the shared areas. City Attorney Joe Gorfida advised the City of Parker does not show that the encroached area is in the City of Lucas CCN. City Manager Joni Clarke advised that communication with the City of Parker had occurred yet no issues have been resolved by their staff.

Mayor Olk asked if the PUC allow us to leave the area without CCN. Development Services Director Joe Hilbourn advised that past City staff had attempted to solve the issue by removing the encroached area from the CCN, but the PUC would not allow the change. Mr. Hilbourn advised that at the time the City of Parker said they would work to get it done but never made the change. CIP Manager Patrick Hubbard advised that all development in the area has finished, thus no more work can be done. City Manager Joni Clarke and Mr. Hubbard advised that all the work that can be done on behalf of the City of Lucas has been done. All development in the area has gone in. Councilmember Lawrence indicates we will wait. The Council agrees to wait as the opportunity arises.

No motion was needed for this item.

12. Discuss the City of Lucas Special Events Calendar for fiscal year 2023-2024 and provide direction to the City Manager.

Mayor Pro Tem Peele congratulated City staff for their work on Country Christmas and Founders Day. Mayor Pro Tem Peele proposed closing City Hall at noon on the day before Founders Day and Country Christmas to allow City staff to focus on event preparation. Councilmember Fisher advised giving City Manager Joni Clarke the ability to select days and times for preparation time off. Mayor Olk advised that times selected by the City Manager can be advertised to the residents.

Mayor Pro Tem Peele advised the City Council on her concerns regarding spending of the car show, its location outside of the City, and its purpose for being held, specifically how funds were once raised at the event for Ole Streaker. Councilmember Lawrence advised that the relative dollar price for the event is not very high and there was high attendance from City of Lucas residents.

Councilmember Kuykendall advised that the schedule of Lovejoy High School is prohibitive for the event. The Council asked for clarification regarding the budget for the Lucas Car Show. Assistant City Manager Kent Souriyasak advised that the total expenses include labor costs for the event. City Manager Joni Clarke advised how labor costs are budgeted separately in departments. Councilmember Kuykendall asked how the nonprofits were selected to receive donations.

Ms. Clarke advised these organizations were selected by reference of the partnering organizations and conversations with vested parties before the event. Councilmember Kuykendall stated that our events ran exceptionally well and would like to encourage the continued production of the after-action reports in order to drive future changes.

No motion was needed for this item.

13. Discuss updating the City of Lucas Code of Ordinances Chapter 14 titled “Zoning”.

Development Services Director Joe Hilbourn indicated the Planning and Zoning Commission has thoroughly reviewed the item. Mr. Hilbourn advised the Planning and Zoning Commission is struggling with a few definitions: pool house, man cave/she shed, and art studio.

Development Services Director Joe Hilbourn advised that staff will be meeting with the City Attorney on September 14, 2023 prior to the Planning and Zoning Committee Meeting to brainstorm. Mayor Olk requested to be invited to the meeting.

The following changes were suggested and will be brought before the September 14, 2023 Planning and Zoning Commission meeting:

- Section 14.01.002, Use Table, require new structures and additions in Commercial Business zoning to have a Special Use Permit (SUP) rather than by-right.
- Section 14.03.293, Article F, switch usage of the word “cities” to “City’s.”
- Section 14.03.534, Article C, provide a date of adoption for the section to denote when it was created.
- Section 14.03.534, Article C, removing the 75% masonry requirement from R1, R1.5, and R2 zoning areas.

Mayor Olk asked that City staff use differentiating colors in future markups to allow for easy review.

Councilmember Fisher requested the removal of caretaker and guard residence from the Use Table. Development Services Director advised that these are part of the extended conversations on what is defined as an ADU. City Manager Joni Clarke advised that some applicants are skirting the intent of regulations on accessory buildings in order to create ADUs.

Mayor Olk asked about Section 14.01.003 regarding restrictions not enforced in Chapter 14. City Attorney Joe Gorfida advised this was added in order to allow flexibility.

Councilmember Fisher asked for City staff to review 14.01.002, Interpretation and Purposes. City Attorney Joe Gorfida advised that this would be reviewed in accordance to guidelines in the Texas Local Government Code.

Executive Session

14. **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.

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

16. **Adjournment.**

MOTION: A motion was made by Councilmember Kuykendall, seconded by Councilmember Lawrence, to adjourn the meeting at 9:22 pm. The motion passed unanimously by a 6 to 0 vote. Councilmember Johnson was absent.

APPROVED:

ATTEST:

Mayor Jim Olk

Toshia Kimball, City Secretary



City Councilmembers Present:

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember David Keer
Councilmember Phil Lawrence
Councilmember Debbie Fisher
Councilmember Dusty Kuykendall

City Staff Present:

City Manager Joni Clarke
Assistant City Manager Kent Souriyasak
Development Services Director Joe Hilbourn
City Secretary Toshia Kimball
CIP Manager Patrick Hubbard
Fire Chief Ted Stephens
Deputy Daniel Gillespie

City Councilmembers Absent:

Councilmember Tim Johnson

Executive Session

1. Executive Session:

- A. The City Council will convene into Executive Session pursuant to Section 551.074(a)(1) of the Texas Government Code, Personnel Matters, to interview applicants and deliberate the appointment of members to the Planning and Zoning Commission and the Board of Adjustment.**

City Council convened into Executive Session at 5:01 pm.

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

City Council reconvened from Executive Session at 6:48 pm.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Lawrence, to appoint Charles Corporon as Member to the Board of Adjustment with a term expiring December 31, 2024. The motion passed unanimously by a 6 to 0 vote. Councilmember Johnson was absent.

MOTION: A motion was made by Mayor Olk, seconded by Councilmember Lawrence, to appoint Sean Alwardt as Alternate Commissioner 2 to the Planning and Zoning Commission with a term expiring December 31, 2024. The motion passed unanimously by a 6 to 0 vote. Councilmember Johnson was absent.

3. Adjournment.

A motion was made by Mayor Olk, seconded by Councilmember Fisher, to adjourn the meeting at 6:48 pm. The motion passed unanimously by a 6 to 0 vote. Councilmember Johnson was absent.

APPROVED:

ATTEST:

Mayor Jim Olk

Toshia Kimball, City Secretary



Contract Modification Document

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

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

Contract No. 10096-09
Contract: Interlocal Agreement for Facility
Construction and use of an Animal
Shelter in Collin County

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1 The agreement will be renewed for a period of one (1) year, beginning October 1, 2023, through and including September 30, 2024, at the rate below.

Item #2 Total Amount for fiscal year 2024: \$14,970.00

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

Amendment No.16 has been accepted and authorized on _____ by authority of the Collin County Commissioners Court by Court Order No. _____ effective on _____.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE:

DATE:

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB

(Print Name)

TITLE: Purchasing Agent

DATE:

HISTORICAL INFORMATION

Awarded by Court Order No. 2008-010-01-08

Amendment	<u>No. 15</u>	Court Order No.	<u>2022-1006-09-26</u>	Summary	<u>Renewal</u>
Amendment	<u>No. 16</u>	Court Order No.	<u></u>	Summary	<u>Agreement extended and fees updated.</u>

***FIRST AMENDED INTERLOCAL AGREEMENT
FOR THE FACILITY CONSTRUCTION AND USE OF
AN ANIMAL SHELTER IN COLLIN COUNTY***

This Interlocal Agreement for the Use of an Animal Shelter in Collin County (“Agreement”) is entered into between Collin County the City of Lucas (sometimes hereinafter collectively referred to as “Parties” or individually referred to as “Party”) through their duly authorized officers or employees, and this Agreement shall be effective on the date it is executed by all Parties hereto (“Effective Date”). This Agreement supersedes and replaces all prior agreements between the parties regarding the construction and use of the animal shelter in Collin County.

RECITALS

WHEREAS, Collin County (“County”) has identified the need to operate an animal shelter in the County for their mutual benefit; and

WHEREAS, the Parties desire to cooperate in operating and maintaining an animal shelter in accordance with Texas law and in a manner intended to realize greater efficiencies in the expenditure of limited public funds; and

WHEREAS, the Parties have agreed to cooperate in the financing of the maintenance and operation of an animal shelter; and

WHEREAS, the Parties have each adopted a resolution supporting the creation of an animal shelter in Collin County to assist in the sheltering and care of the Parties’ homeless domestic animals; and

WHEREAS, the Parties believe at this time it is necessary, appropriate, and in their mutual best interests to express in this Agreement their respective duties, responsibilities, and covenants by and between each Party with respect to the animal shelter; and

WHEREAS, this Agreement is an interlocal agreement authorized and governed by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act; and

WHEREAS, each Party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized

governmental function that it is authorized to perform individually under the applicable statutes of the State of Texas and/or (as applicable) its charter; and

WHEREAS, each Party has agreed that any compensation to be paid to any other Party as set forth in this Agreement is an amount that fairly compensates the performing Party for the services or functions described herein, and such compensation shall be paid from current revenues available to the paying Party;

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

TERMS:

1. **Definitions.** For purposes of this Agreement and all other agreements, contracts and documents executed, adopted or approved pursuant to this Agreement, the following terms shall have the meaning prescribed to them within this section unless the context of their use dictates otherwise:
 - (a) **Agreement**—this Agreement together with all attachments and schedules appended hereto.
 - (b) **City**—the City of Lucas
 - (c) **County**—Collin County, Texas.
 - (d) **Quarterly Payment**—Payments made to the County by the City on a quarterly basis.
 - (e) **Shelter**—the animal shelter facility, including all buildings and structures located on the Shelter Site, utilized for purposes of housing and/or treating animals on behalf of the Parties.
 - (f) **Shelter Services**—the scope of services to be provided at the Shelter, as further described and shown on the attached “Exhibit A”.

2. **Parties.** The Parties to this Agreement (“Parties”) are Collin County and the City of Lucas.

3. **Incorporation of Recitals.** The recitals that appear above are found by the Parties to be true and correct in all respects and are incorporated into this Agreement by reference.
4. **Initial Term/Renewal Term.**
 - 4.01 **Initial Term.** This Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years, unless terminated earlier as provided in this Agreement or by law.
 - 4.02 **Automatic Renewal Term(s).** Unless terminated in accordance with this Agreement or by law or modified because of additional construction, this Agreement will automatically renew for a term following the Initial Term, unless a Party expressly declines automatic renewal. The duration of the renewal term shall be for a period of (1) year, upon the same terms and conditions as this Agreement or as modified by subsequent agreements between the Parties, and shall continue from year to year until such time as the Parties explicitly determine not to renew this Agreement. A Party may decline to automatically renew this Agreement at any time during or after the Initial Term, provided that such Party notifies all other Parties in writing of its intent to decline automatic renewal one-hundred eighty days (180) prior to the automatic renewal date.
5. **Housing Limitations.** If the Shelter reaches capacity it will stop accepting animals. If the Shelter reaches capacity, the County will use reasonable efforts to place any of the Party's excess animals in alternate Shelter locations.
6. **Shelter Workers.** Unless otherwise agreed to by the Parties, the persons employed to work at the Shelter shall be County employees, subject to the exclusive direction and control of the County. The County shall be responsible for all wages, benefits and taxes associated with all of the Shelter workers. Actions of the Shelter workers will not create any liability to the Cities.
7. **Shelter Services.** The scope of services to be provided at the Shelter is more fully defined in "Exhibit A". If at any time a Party believes that the County, or any City operating the Shelter, has failed to adequately provide appropriate Shelter Services, that Party shall provide written notice of the alleged deficiency to all other Parties to this Agreement. Once notified, the County, or City operating the Shelter, shall have a reasonable amount of time, which shall

be no more than six (6) months, to address the complaining Party's claim. The failure of the County, or City operating the Shelter, to appropriately address a Party's complaint concerning inadequate Shelter Services, after notice and an opportunity to cure, shall be treated as a material breach of this Agreement pursuant to Section 10.

8. **Total Fees** The total cost of Animal Sheltering for FY08 (includes all fees associated with Sheltering) to be paid by to the County will be FOURTEEN THOUSAND FIVE HUNDRED AND SEVENTY DOLLARS AND NO CENTS (\$14,570.00). Payments are to made quarterly.
9. **Renewal Rates** The Animal Sheltering fee amount for each subsequent fiscal year will be sent to the City no later than 90 days before the end of the fiscal year in the form of a statement accompanied by a renewal contract that must be signed and returned no later than 60 days before the end of the fiscal year.
10. **Nonappropriation.** Notwithstanding any other provision(s) to the contrary in this Agreement, the Parties specifically recognizes that the continuation of this Agreement after the close of any given fiscal year shall be subject to approval by the governing body. The Parties expressly agree that this Agreement shall automatically terminate, without any penalty or liability to participating City, in the event the governing body of such City fails to approve or appropriate funds for any continuation period of this Agreement.
 - 10.01 **Notice of Non-appropriation.** If for any fiscal year Party fails to appropriate or commit funds to satisfy its Quarterly Payments and/or any other financial obligations under this Agreement, Party shall promptly give written notice to all other Parties of the non-appropriation of funds. Party shall make a reasonable effort to ensure that funds are appropriated to fully perform its obligations under this Agreement. Party shall provide all other Parties with at least sixty (60) days' notice of such Party's intent to not appropriate the funds necessary to satisfy its obligations under this Agreement.
 - 10.02 **Loss of Rights.** Any Party who fails to fully appropriate the funds necessary to cover such Party's obligations under this Agreement shall, upon the effective date of such non-appropriation, immediately lose all rights to house any animals in the Shelter or have any use thereof.

11. **Termination.** Notwithstanding any other provision, this Agreement may be terminated as provided in this section.
- 11.01 **Mutual Agreement.** This Agreement may be terminated by mutual agreement of all of the Parties, as evidenced by a written termination agreement.
- 11.02 **By the County.** If a Party fails or refuses to make its Quarterly Payments as required by this Agreement, the County, upon consultation with the Operating Committee, may terminate this Agreement as to that Party by giving notice in accordance with section 13.15 of this Agreement. A Party that receives notice of termination through this subsection will have sixty (60) days to become current with its Quarterly Payment obligation and avoid termination of its rights through this Agreement. If a Party's rights are terminated because it has failed or refused to make its Quarterly Payments as required under this Agreement, such Party shall not be entitled to a refund of any payments made prior to termination.
- 11.03 **By a City.** The City may voluntarily terminate its rights and obligations under the Agreement, if at any time the City determines that adhering to the Agreement is no longer in its best interest. To invoke its right to terminate the Agreement, a City must give at least one hundred eighty (180) days' notice of its intent to terminate its rights and obligations under the Agreement to all other Parties. No prior payments shall be refunded to the City that voluntarily terminates its rights and obligations under this Agreement, and all payments made prior to termination shall be exclusively used in accordance with the terms of this Agreement.
- 11.04 **Non-appropriation of funds.** The County may cease all operation of the Shelter and thereby terminate this Agreement if Party fails to appropriate the funds necessary to perform its obligations under this Agreement and such non-appropriation losses cannot be mitigated adequately by efforts of the County, in consultation with the Operating Committee, and such non-appropriation results in a lack of committed funding for the continued operation of the Shelter. In such event, the County shall provide all Parties with reasonable notice of its intent to terminate this Agreement in accordance with this provision and shall provide the other Parties with a reasonable opportunity to mitigate any damages caused because of a Party's non-appropriation of funds. No prior payments shall be refunded to any Party but shall be exclusively used for decommissioning the use of the Shelter.

12. **Additional Rights Upon Default.** This Agreement may be enforced in law or in equity, including a suit for specific performance and/or for damages. The Parties agree that specific performance should be an available remedy due to the difficulty in determining the damages that may accrue as a result of a material breach of the Agreement by any other Party. In the alternative, should any Party breach any of the terms of this Agreement, the non-breaching Parties to this Agreement may obtain a judgment against any breaching Party to remedy such breach. Such rights upon breach shall be supplemental to those procedures set forth in Section 12 below. The Parties hereby expressly waive their immunity from suit and for liability and/or damages in connection with any actions brought by another Party to this Agreement solely to enforce a term of this Agreement.

13. **Dispute Resolution Process.**

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

13.02 **Notice.** The aggrieved Party shall notify the responding Party of the dispute by way of a meeting or a writing which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding Party shall attend said meeting or respond to the writing within a reasonable time as may be determined by the circumstances alleged.

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

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

13.05 **Successful Resolution.** If the Parties reach an accord at any stage of the meeting, they shall reduce their agreement to writing. Such writing shall be presented for approval by the Parties’ respective governing boards. If approval of the writing is

obtained, such writing shall constitute an amendment to this Agreement with respect to the subject matter of the notice of the dispute. The terms and conditions of such amendment shall not supersede the terms and conditions of this Agreement with respect to any matter other than the subject matter submitted to the Dispute Resolution Process.

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

14. **Miscellaneous.**

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

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

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

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

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

14.06 **Notices.** Any notice or request required to be given pursuant to the terms of this Agreement shall be in writing and mailed or delivered to the respective Parties at the address set forth for each Party below, or any other address which the respective Parties hereafter may designate in writing to the other party for such purposes, and such notice or request shall be deemed to have been duly given if (1) delivered personally to such Party, or to an officer or duly authorized agent of such Party; or (2) served by enclosing the request or notice in a registered or certified mail, with return receipt requested, postpaid envelope properly addressed to the Party to be notified

and depositing the envelope in a post office or official depository under the care and custody of the United States Postal Service; or (3) delivered by telecopy, when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner herein above described shall be effective from and after such deposit if it is received by its intended recipient within ten (10) business days of the mailing. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For purposes of notice, the addresses of the Parties shall, until changed as herein provided, be as follows:

For Collin County, Texas:

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

For the City of Lucas, Texas:

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

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

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

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

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

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

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

14.11 **Retention of Defenses.** The Parties agree that neither this Agreement nor the operation or use of the Shelter by the Parties shall affect, impair or limit their respective immunities and limitations of liability to the claims of third parties, including claims predicated upon Shelter Site defects.

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

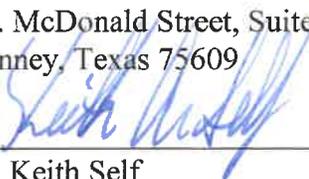
14.13 **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties. This Agreement may not be altered or amended except by mutual written agreement as provided herein.

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

DATED to be effective this the 6th day of December, 2007.

COLLIN COUNTY, TEXAS

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

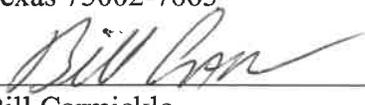
BY: 
Keith Self

TITLE: County Judge

DATE: 1/11/08

CITY OF LUCAS, TEXAS

151 Country Club Road
Lucas, Texas 75002-7663

BY: 
Bill Carmickle

TITLE: Mayor

DATE: December 6, 2007



ATTEST: Georgia D. Shepherd

TITLE: Administrative Secretary

ATTEST: Kathy Wingo

TITLE: City Secretary

Animal Shelter – Scope of Services

- Public Operating days/hours – **9a-6p M-F, 10a-2p Saturday and closed to the public on Sunday (Personnel on site for 3-4 hours on Sunday for cleaning, feeding and care only).**
 - 4 Animal Control Officers – 160 hours per week total
 - 1 Shelter Supervisor – 40 hours per week
 - 1 Administrative Assistant/Dispatcher – 40 hours per week
- 24/7 access to McKinney and Frisco ACOs for live animal drop-off.
 - 24/7 access to small freezer for deceased, small animals.
 - 24/7 access to large freezer for deceased, large animals.
- House, feed and care for (or locate appropriate care and housing for) any type of animal surrendered to the shelter, ensuring that their basic needs are met.
- Hold received animals for 5 days.
 - Verify current rabies vaccination for all owner-reclaimed animals.
 - Arrange for vaccination of non-vaccinated animals prior to release from the shelter.
 - Microchip and enroll in national database all un-chipped, owner reclaimed animals prior to leaving the shelter.
 - Counsel and provide information on the importance of spay and neuter to all affected owners reclaiming animals.
 - Pre-evaluate for adoption potential – advise SPCA of findings (contract with SPCA to come to the shelter on a daily basis to collect non-reclaimed, adoptable animals after their 5-day holding period has expired).
 - Humanely euthanize, in accordance with law, animals not selected for adoption and not reclaimed by owner.
 - Dispose of, in accordance with law, all euthanized animals.
- Reduce disease transmission between animals by placing animals suspected of communicable illness in a separate isolation area.
- Place animals involved in biting incidents in rabies quarantine area and observe for signs of rabies for the specified amount of time.
- Build and maintain a database of information about each animal that enters and leaves the shelter.
 - Using the same records input by McKinney and Frisco ACOs (if on the same computer system) continue to build the record with information about the animal during its stay in the shelter and finalized with detailed information regarding the final disposition of the animal.
 - Produce reports for each entity detailing information about animals sheltered and final dispositions.



Contract Modification Document

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

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

Contract No. 10095-09
Contract: Interlocal Agreement for Animal Control Services

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1 The agreement will be renewed for a period of one (1) year, beginning October 1, 2023, through and including September 30, 2024, at the rate below.

Item #2 Total Amount for fiscal year 2024: \$19,030.00

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

Amendment No.17 has been accepted and authorized on _____ by authority of the Collin County Commissioners Court by Court Order No. _____ effective on _____.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE:

DATE:

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB

(Print Name)

TITLE: Purchasing Agent

DATE:

HISTORICAL INFORMATION

Awarded by Court Order No. 2008-007-01-08

Amendment	<u>No. 16</u>	Court Order No.	<u>2022-1007-09-26</u>	Summary	<u>Renewal</u>
Amendment	<u>No. 17</u>	Court Order No.	<u></u>	Summary	<u>Agreement extended and fees updated.</u>

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

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

RECITALS

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

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

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

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

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

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

hereby acknowledged, the Parties do hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

11. **Dispute Resolution Process.**

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

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

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

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

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

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

12. **Miscellaneous.**

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

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

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

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

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

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

For the County:

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

For the City of Lucas, Texas:

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

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

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

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

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

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

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

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

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

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

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

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

DATED to be effective this the 6th day of December, 2007.

COLLIN COUNTY, TEXAS

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

BY: *Keith Self*
Keith Self

TITLE: County Judge

DATE: 1/11/08

ATTEST: *Georgia D. Shepherd*

TITLE: Administrative Secretary

CITY OF LUCAS, TEXAS

151 Country Club Road
Lucas, Texas 75002-7663

BY: *Bill Carmickle*
Bill Carmickle

TITLE: Mayor

DATE: December 6, 2007

ATTEST: *Kathy Wingo*

TITLE: City Secretary



EXHIBIT "A"

Animal Control – Scope of Services

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

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



City of Lucas

City Council Agenda Request

September 21, 2023

Item No. 04

Requester: Superintendent Katie Kordel, Lovejoy Independent School District

Agenda Item Request

Receive a presentation on the State of the District from Lovejoy Independent School District Superintendent Katie Kordel.

Background Information

Superintendent Katie Kordel will be presenting the State of a District regarding Lovejoy ISD updates and activities.

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

There is no motion required.



City of Lucas

City Council Agenda Request

September 21, 2023

Item No. 05

Requester: City Council

Agenda Item Request

Conduct candidate interviews and consider an appointment to fill the vacant position as Alternate Member 2 on the Parks and Open Space Board.

Background Information

There is currently a vacancy for the Alternate Member 2 position (term expires December 31, 2023) on the Parks and Open Space Board.

On August 3, 2023, the City Council approved the following promotions on the Parks and Open Space Board:

- Regular Member: John Elliott (term expires December 31, 2024)
- Alternate Member 1: Joan Phillips (term expires December 31, 2024)

City Council has provided staff with recommendations for candidates to interview at the City Council meeting on September 21, 2023.

Attachments/Supporting Documentation

1. Candidate applications will be sent to City Council as a separate attachment.

Budget/Financial Impact

NA

Recommendation

NA

Motion

I make a motion to approve/deny appointing _____ as Alternate Member 2 to the Parks and Open Space Board with a term expiring on December 31, 2023.



City of Lucas

City Council Agenda Request

September 21, 2023

Item No. 06

Requester: Design Engineer Chris Meszler, PE, BCC Engineering, LLC
Public Works Director Scott Holden, PE

Agenda Item Request

Receive a presentation on the alternative design options to the West Lucas Road Reconstruction Project, consider a project update, and provide direction to the City Manager.

Background Information

On June 15, 2023, the City Council approved a proposal from BCC Engineering, LLC for the development of design alternatives for the drainage and realignment of the western end of West Lucas Road for an estimated amount of \$44,150.

In collaboration with Collin County Engineering, City Staff and BCC Engineering, LLC developed the following options for design of the West Lucas Road Reconstruction Project:

Option No. 1

Curb and gutter throughout without lowering the profile to accept offsite drainage. Provide an open drainage ditch on the north side with curb cuts to accommodate roadway runoff. Contain the Walmart detention pond outflow in a pipe as far to the east as practical. The additional project cost estimate is \$5,148,000.

Option No. 2

Flush shoulder with open drainage on both sides and the Walmart detention pond outflow contained in a pipe to Muddy Creek. The additional project cost estimate is \$4,855,000.

Option No. 3

Flush shoulders with open drainage on both sides. Increase the size of the ditch on the north side to accommodate the Walmart detention pond outflow. The additional project cost estimate is \$3,511,400.

Option No. 4

Flush shoulders with open drainage on both sides. Walmart detention pond outflow contained in a pipe with outfall in the median. Staff does not recommend Option No. 4 due to its inability to convey drainage to Muddy Creek. A cost estimate has not been provided for this option.



City of Lucas

City Council Agenda Request

September 21, 2023

Item No. 06

- Provide a reverse crown on the roadway to convey the roadway runoff and detention pond outflow within the median.
- Provide both directions of travel with cross slope to the north. Open ditches provided on the north side, median, and south side of the roadway. The north side ditch conveys offsite drainage and westbound roadway runoff. The median conveys detention pond outflow and eastbound roadway runoff. The south side ditch conveys offsite drainage only.

Attachments/Supporting Documentation

1. Preliminary Estimate of Probable Costs for Design Alternative Options No. 1, 2, and 3
2. West Lucas Road Project Expenditure Summary dated September 13, 2023
3. Presentation by BCC Engineering, LLC

Budget/Financial Impact

During discussions with Collin County Engineering, it was recommended the City should pursue additional funding from the Transportation Improvement Program (TIP) through the North Central Texas Council of Governments (NCTCOG) in cooperation with the Texas Department of Transportation (TxDOT). This program is funded by the Regional Toll Revenue (RTR) program which expedites transportation projects by providing non-federal funding to implement projects.

On July 28, 2023, staff submitted a funding request in the estimated amount of \$22,297,850 to the NCTCOG for funding consideration from the TIP.

On August 30, 2023, the NCTCOG indicated they are submitting the TIP funding requests to the State and Federal Highway Administration (FHWA) for approval on October 13, 2023. It will then take 8 to 12 weeks to receive approval. After the funding request has been approved, the City would need to execute an advanced funding agreement with TxDOT. The NCTCOG anticipates the funding would be available to the City in 2024.

Recommendations

Chris Meszler will present and discuss alternative design options for consideration at the City Council meeting on September 21, 2023. City staff recommends Option No. 1.

Motion

I make a motion to approve/deny Option _____ as an alternative design to the West Lucas Road Reconstruction Project.

West Lucas Road Alternative Solution 1
Preliminary Estimate of Probable Cost
Begin Project to Muddy Creek

September 2023

Item	Unit	Quantity	Unit Cost	SubTotal
Curb and Gutter (TY II)	FT	7,000	\$ 20	\$ 140,000
48" RCP or 2'x6' RCBC	FT	2,800	\$ 400	\$ 1,120,000
Manholes	EA	10	\$ 21,000	\$ 210,000
Headwall Outfall	EA	1	\$ 50,000	\$ 50,000
72" Waterline Cover Slab	EA	1	\$ 40,000	\$ 40,000
Utility Relocations	LS	1	\$ 500,000	\$ 500,000
Excavation	CY	300	\$ 10	\$ 3,000
Temp Pavement	SF	600	\$ 300	\$ 180,000
				\$ 2,243,000
ROW Acq / Damages	LS	1	\$ 2,200,000	\$ 2,200,000
				\$ 2,200,000
Design	LS	1	\$ 540,000	\$ 480,000
Project Management and Inspection	LS	1	\$ 50,000	\$ 225,000
				\$ 705,000
			Project Additional Cost	\$ 5,148,000



West Lucas Road Alternative Solution 2
Preliminary Estimate of Probable Cost
Begin Project to Muddy Creek

September 2023

Item	Unit	Quantity	Unit Cost	SubTotal
48" RCP or 2'x6' RCBC	FT	2,800	\$ 400	\$ 1,120,000
Manholes	EA	10	\$ 21,000	\$ 210,000
Headwall Outfall	EA	1	\$ 50,000	\$ 50,000
72" Waterline Cover Slab	EA	1	\$ 40,000	\$ 40,000
Utility Relocations	LS	1	\$ 500,000	\$ 500,000
Temp Pavement	SF	600	\$ 300	\$ 180,000
				\$ 2,100,000
ROW Acq / Damages	LS	1	\$ 2,200,000	\$ 2,200,000
				\$ 2,200,000
Design	LS	1	\$ 540,000	\$ 420,000
Project Management and Inspection	LS	1	\$ 50,000	\$ 135,000
				\$ 555,000
			Project Additional Cost	\$ 4,855,000



West Lucas Road Alternative Solution 3
Preliminary Estimate of Probable Cost
Begin Project to Muddy Creek

September 2023

Item	Unit	Quantity	Unit Cost	SubTotal
72" Waterline Cover Slab	EA	1	\$ 40,000	\$ 40,000
Utility Relocations	LS	1	\$ 500,000	\$ 500,000
Increased Culvert Sizes	LF	900	\$ 200	\$ 180,000
Excavation	CY	800	\$ 8	\$ 6,400
Temp Pavement	SF	600	\$ 300	\$ 180,000
				\$ 906,400
ROW Acq / Damages	LS	1	\$ 2,200,000	\$ 2,200,000
				\$ 2,200,000
Design	LS	1	\$ 540,000	\$ 360,000
Project Management and Inspection	LS	1	\$ 50,000	\$ 45,000
				\$ 405,000
			Project Additional Cost	\$ 3,511,400



City of Lucas
Capital Project - West Lucas Rd Project (21-8210-491-136)

BCC Engineering, LLC	\$ 1,957,850.00
Remaining Budget	
Other	<u>\$ 2,226,970.00</u>
Total Approved Budget Amount	<u><u>\$ 4,184,820.00</u></u>

City Match 4-2-20 CC approved funding from 2019 CO

Payments:

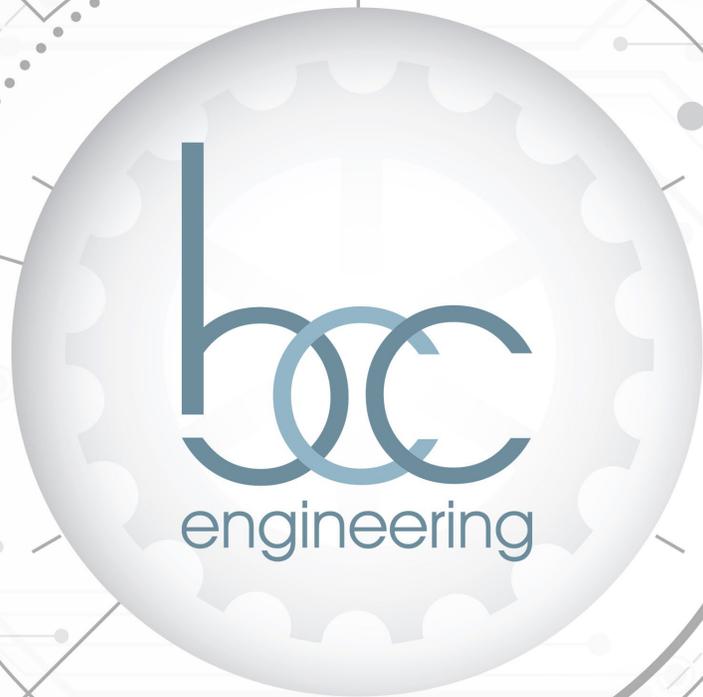
	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>TOTAL</u>
BCC Engineering, LLC (3-4-21) Total \$1,957,850	\$ -	\$ -		\$ 1,383,490.00
BCC Engineering, LLC (6-15-23) Total \$44,150 Design Alternatives Construction	\$ 723,656.28	\$ 659,833.72	\$ 22,990.00	\$ 22,990.00
Surveying and Mapping LLC (4-15-21) Total \$105,380	<u>\$ 65,600.00</u>	<u>\$ 41,960.00</u>		<u>\$ 107,560.00</u>
Total Payments	\$ 789,256.28	\$ 701,793.72	\$ 22,990.00	\$ 1,514,040.00

Encumbered:

Outstanding Design Costs (BCC)	\$ 574,360.00
Outstanding Alternate Design Costs (BCC PO 23-01460)	\$ 21,160.00
Surveying and Mapping LLC (PO 22-01304)	<u>\$ 1,530.00</u>
Total Outstanding Encumbered	<u><u>\$ 597,050.00</u></u>

Total Budget	\$ 4,184,820.00
Minus Payments	\$ (1,514,040.00)
Minus Encumbered Balance	<u>\$ (597,050.00)</u>
Remaining	<u><u>\$ 2,073,730.00</u></u>

Note: Funding received from Collin County on 4-22-21 \$ 4,182,590.00



**WEST LUCAS ROAD RECONSTRUCTION AND WIDENING:
ALTERNATIVES**

September 21, 2023



Design Alternatives for West Lucas Road

Four alternatives were considered

All alternatives included:

- **Maintain the south side existing ditch location**
- **Minimize grading in the existing south side ditch area**
- **Maintain existing trees on the berm**
- **South side ditch may provide a lower capacity than other locations along the project, if necessary**
- **Horizontal alignment may be adjusted**
- **Typical section lane widths and configuration may be modified**
- **Maintain grassed median width unchanged at 14 feet wide**
- **Avoid conflicts with the 72” NTMWD watermain**

Design Alternatives for West Lucas Road

Alternative 1: Curb & Gutter

Curb and gutter with drainage curb cuts – Open Drainage Both Sides
Walmart Detention Pond Outflow Contained in a Pipe as far to the East as Needed.

Alternative 2: Flush Shoulders

Flush Shoulders – Open Drainage on Both Sides
Walmart Detention Pond Outflow Contained in a Pipe to Muddy Creek.

Alternative 3: Larger North Side Ditch

Flush Shoulders – Open Drainage on Both Sides
Walmart Detention Pond Outflow Contained in Larger North Side Ditch

Alternative 4*: Median Ditch

Flush Shoulders – Open Drainage on Both Sides
Walmart Detention Pond Outflow Contained in Median Ditch

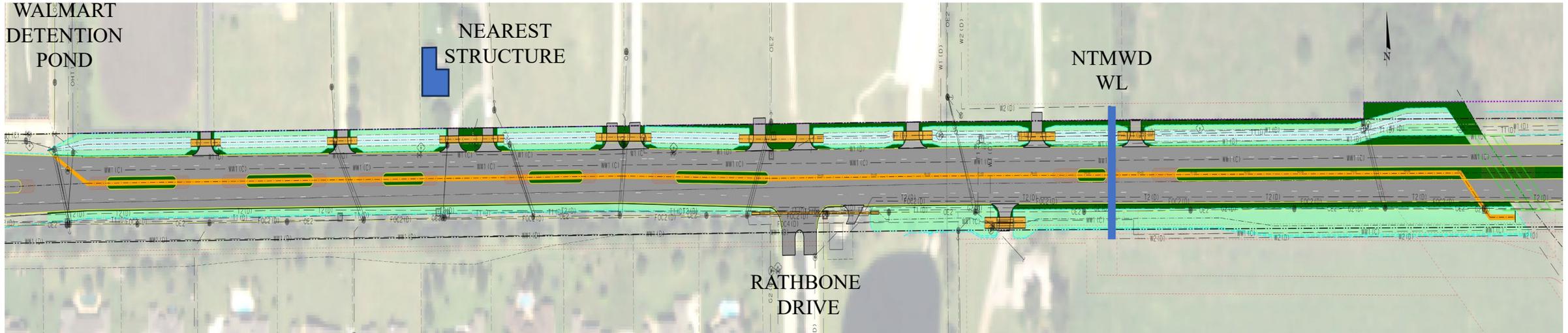
4a. Reverse Crown – Flush Shoulders

4b. All Lanes Slope North – Flush Shoulders

4c. Normal Crown – Flush Shoulders

*(*not viable due to insufficient ditch capacity/geometry)*

Alternative 1: Plan View



Objectives:

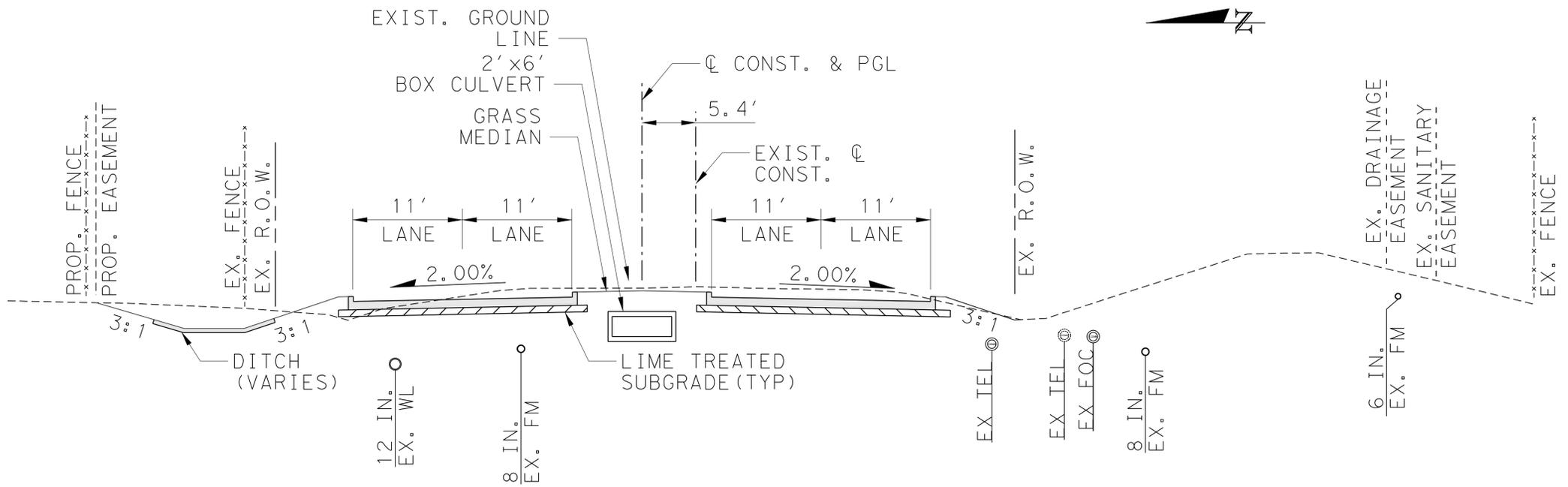
Add curb and gutter throughout without lowering the roadway elevation/profile to accept offsite drainage.

Provide open drainage ditch on the north side with curb cuts to accommodate roadway runoff.

Contain the Walmart detention pond outflow in a median box culvert as far to the east as needed.

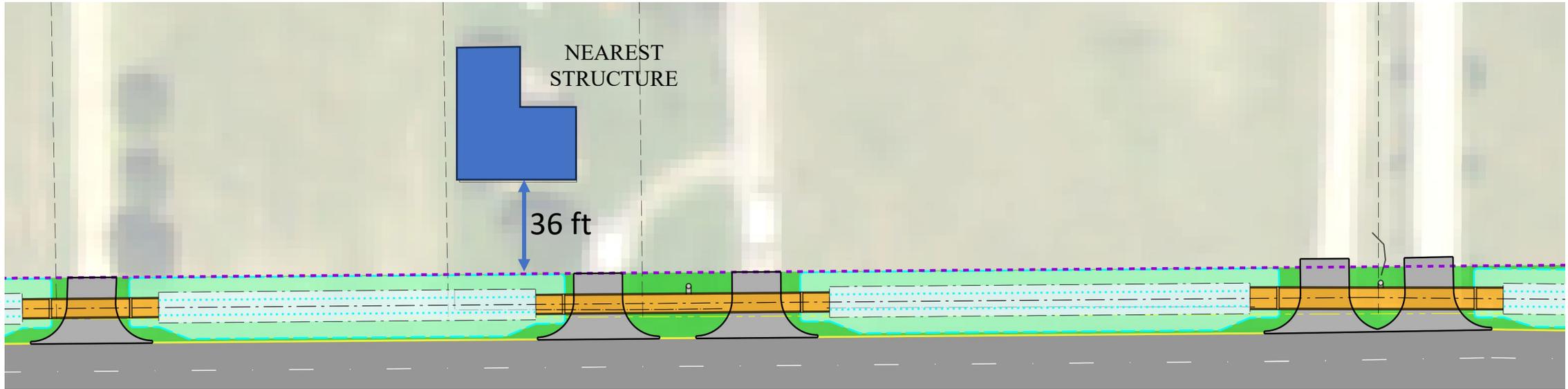
Alternative 1: Section View

- 11-foot lanes
- Mild sloped ditch with concrete bottom
- No impact to south side ditch or berm
- Addition of outside curbs



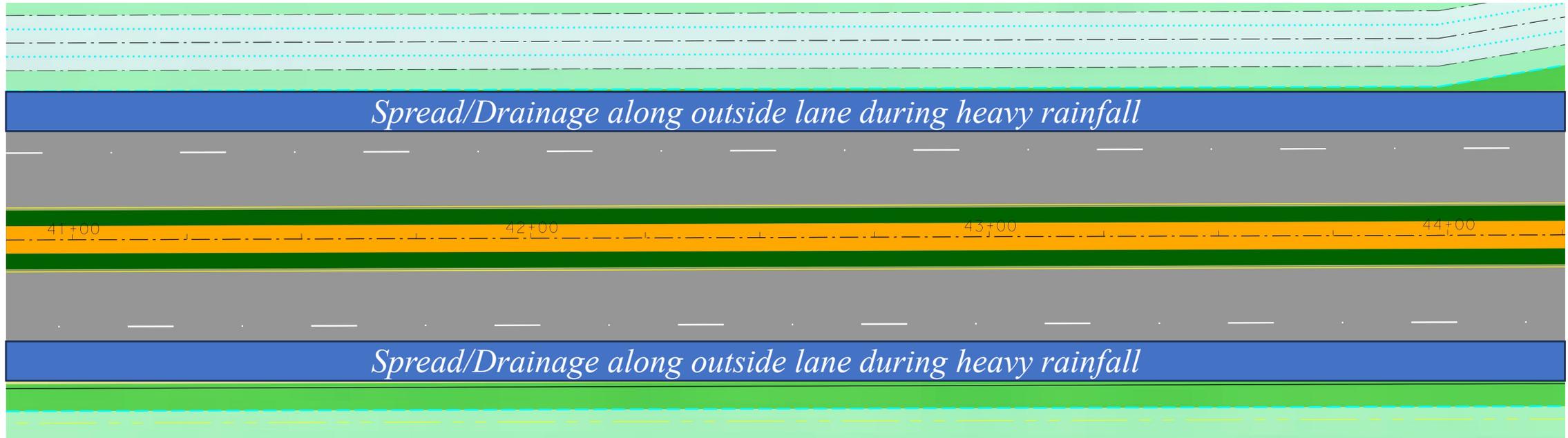
*section east of Wal-Mart

Alternative 1: Impacts



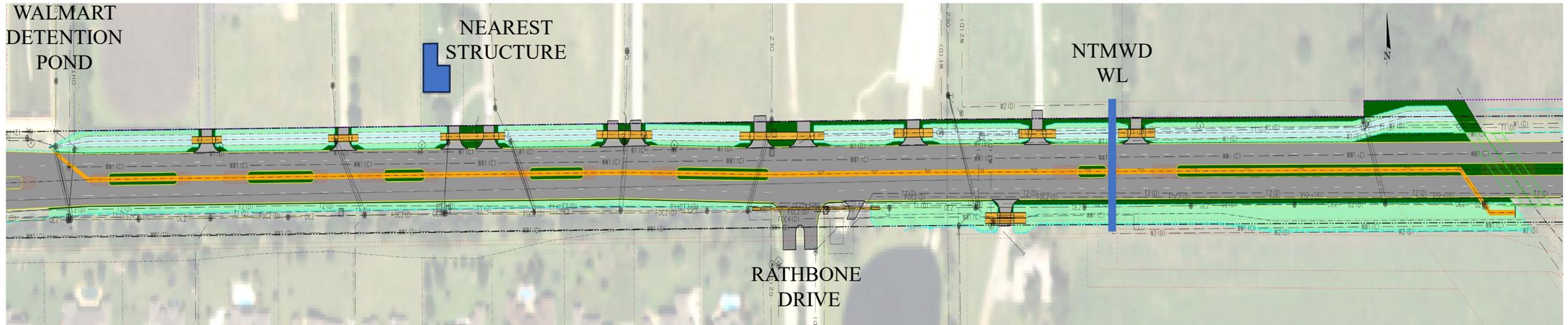
- North pavement edge shifted north 18.5 feet from existing pavement edge.
- Nearest structure is approx. 36 feet from the proposed drainage easement.
- Additional capacity required for the north side ditch during construction and may require temporary steep slopes.

- **Alternative 1: Impacts**



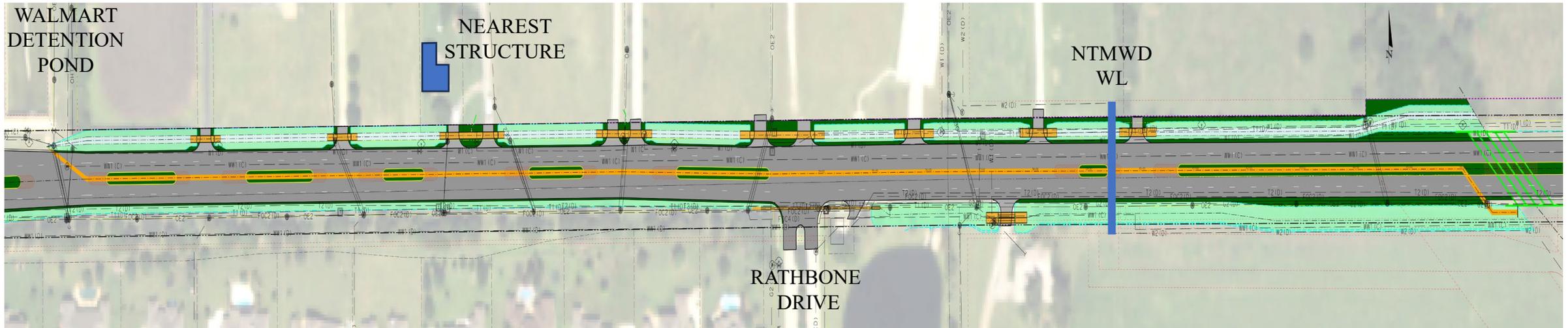
- Potential for drainage buildup (spread) in the outside lanes.
- Additional capacity required for the north side ditch during construction and may require temporary steep slopes.

Alternative 1: Advantages



- Minimizes ditch sizes by placing Walmart pond discharge in concrete box culvert under the median.
- Reduces scour/erosion potential along north side ditch (less conveyance).
- Minimize driveway culverts size.
- Safety end treatments (culvert protection) shifted north away from roadway.

Alternative 2: Plan View



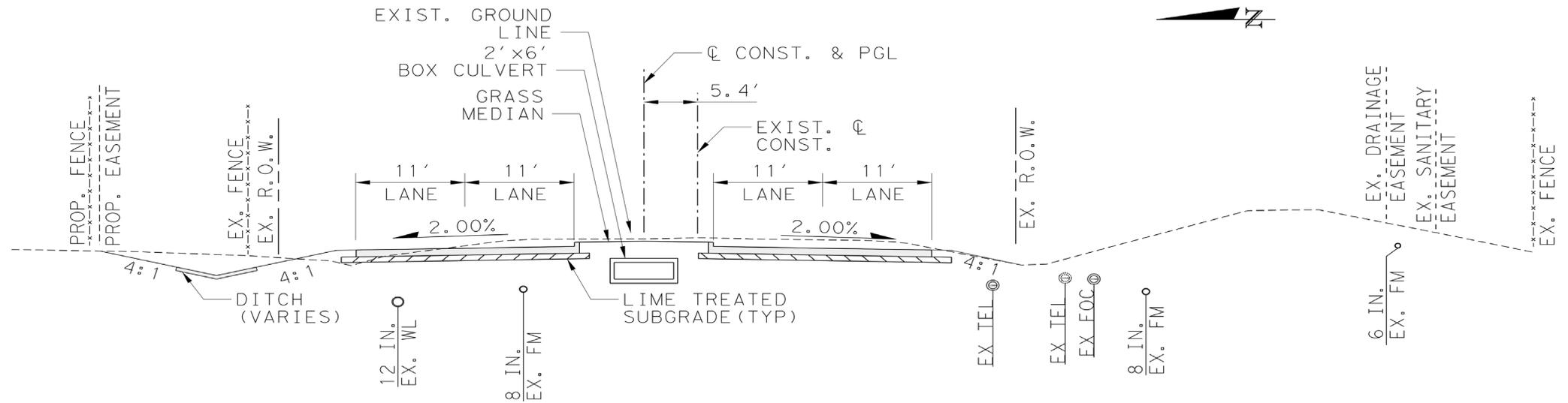
Objectives:

Flush shoulder with open drainage located on both sides.

Contain the Walmart detention pond outflow in median box culvert to Muddy Creek.

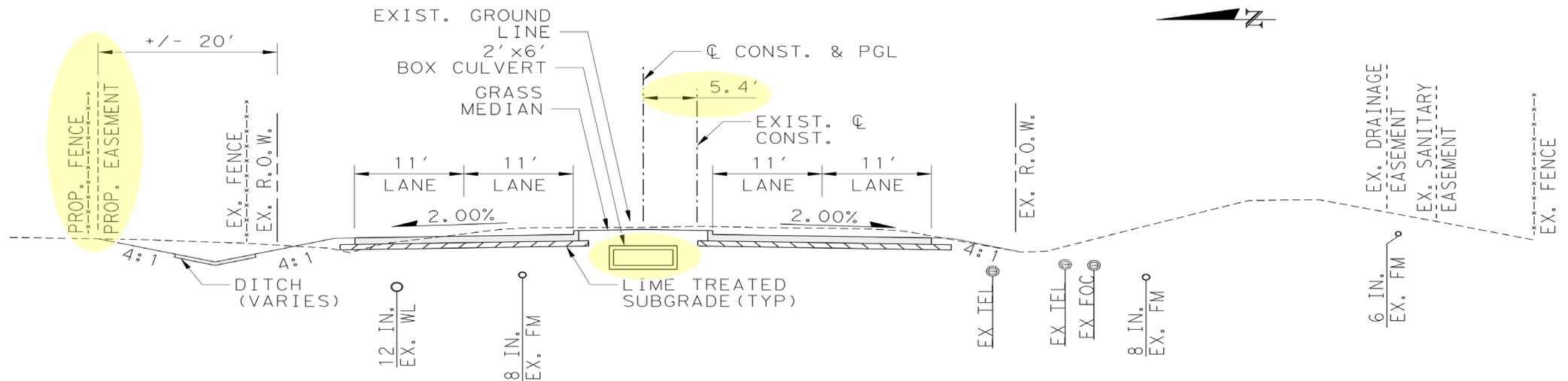
Alternative 2: Section View

- 11-foot lanes
- Very Mild sloped “v” ditch with concrete bottom
- No impact to south side ditch or berm



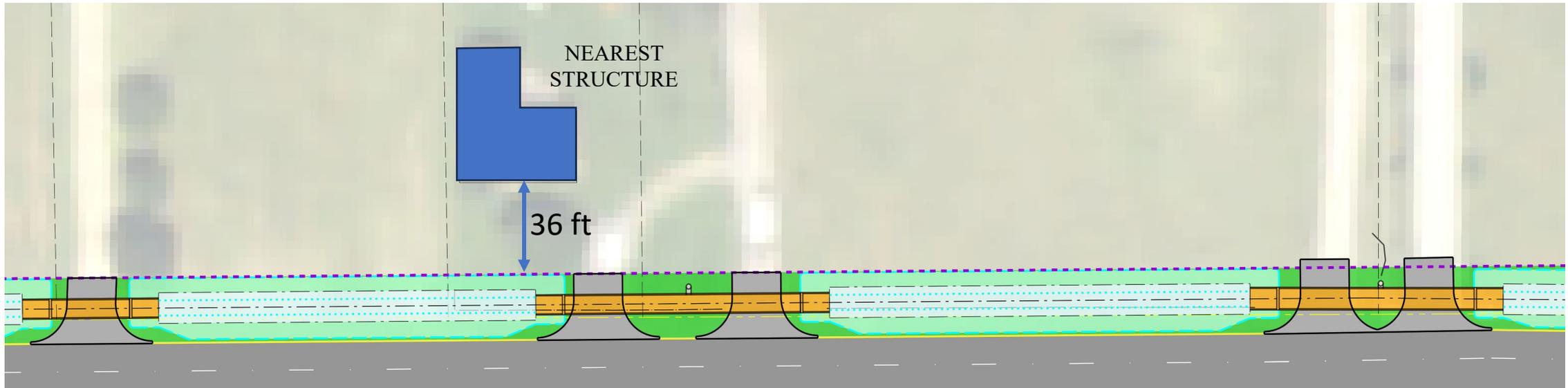
Alternative 2: Impacts

- Shifted roadway north approximately 5.4-foot to the north from Walmart (Sta. 17+00) to Rathbone Dr. (Sta. 33+00) to not impact the existing ditch on the south side.
- Drainage easements are required on the north side to accommodate the 5.4-foot alignment shift.
- Addition of a 2'x 6' concrete box culvert under the median complicates future maintenance.



**section east of Wal-Mart*

Alternative 2: Impacts



- North pavement edge shifted north 18.5 feet from existing pavement edge.
- Nearest structure is approx. 36 feet from the proposed drainage easement.
- Additional capacity required for the north side ditch during construction and may require temporary steep slopes.

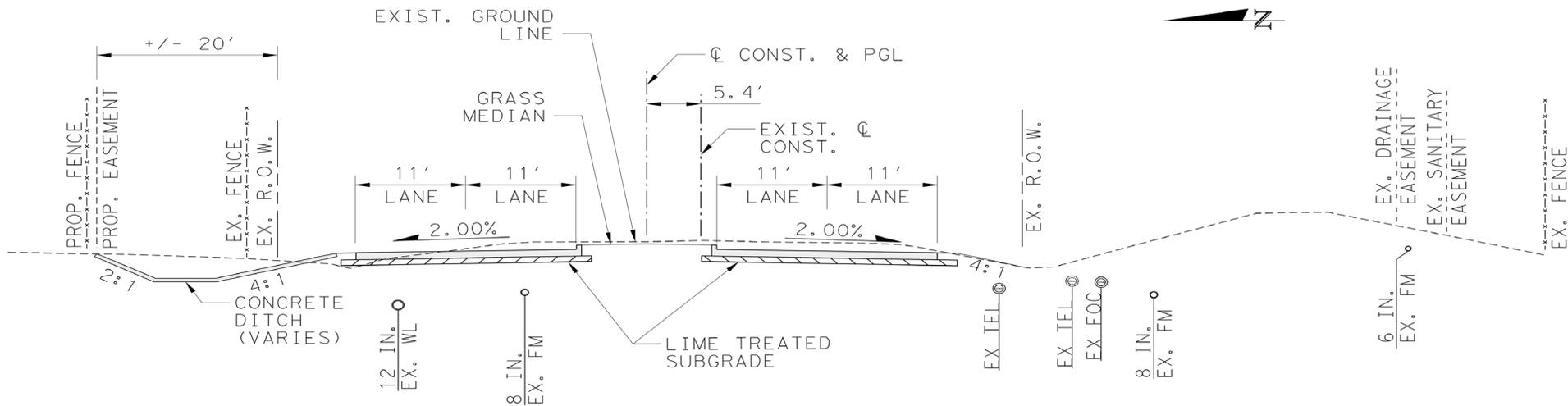
Alternative 2: Advantages



- Minimizes ditch sizes by placing Walmart pond discharge in concrete box culvert under the median.
- Reduces scour/erosion potential along north side ditch (less conveyance).
- Minimize driveway culverts size.
- Safety end treatments (culvert protection) shifted north away from roadway.
- Provides Lucas' aesthetic desire with flush shoulders and grassed swales.

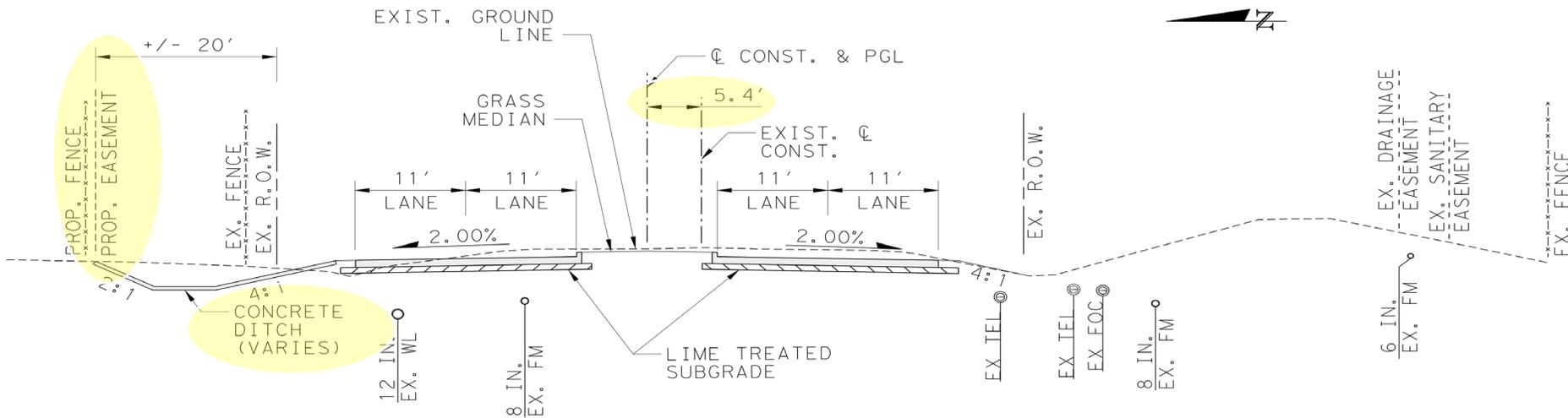
Alternative 3: Section View

- 11-foot lanes
- Mild ditch front slope with steep backslope
- Ditch is completely concrete lined
- No impact to south side ditch or berm



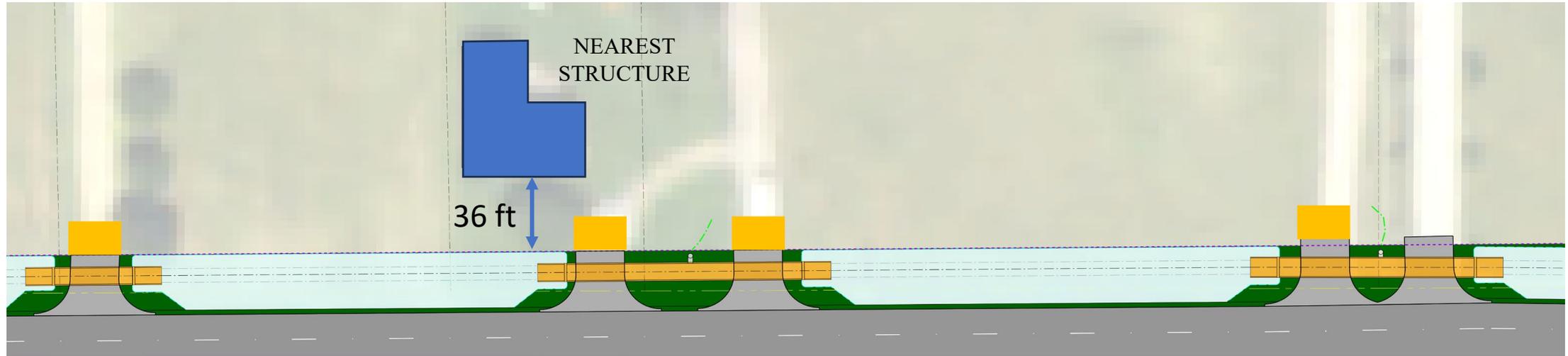
Alternative 3: Impacts

- Shifted roadway north approximately 5.4-foot to the north from Walmart (Sta. 17+00) to Rathbone Dr. (Sta. 33+00) to not impact the existing ditch on the south side.
- Drainage easements are required on the north side to accommodate the 5.4-foot alignment shift.
- The north side ditch is required to be larger and completely concrete lined.



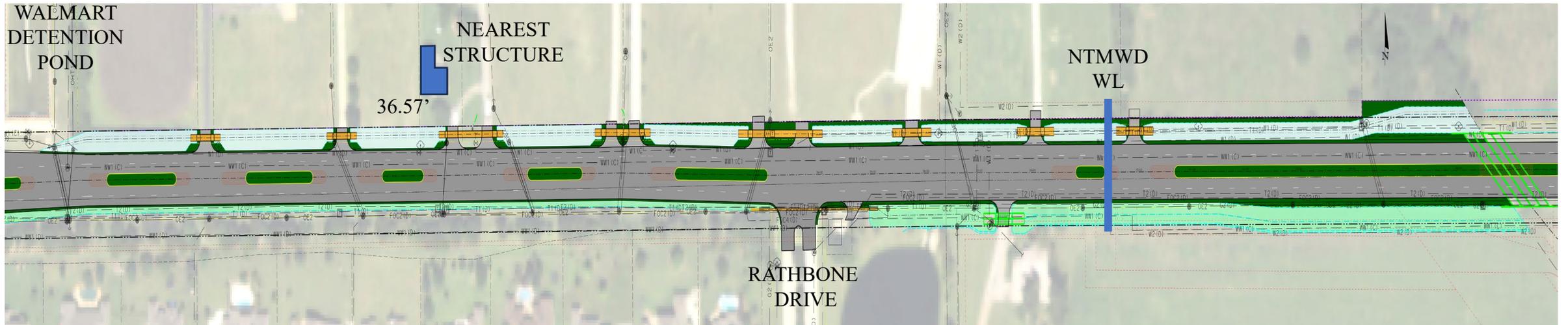
**section east of Wal-Mart*

Alternative 3: Impacts



- North pavement edge shifted north 18.5 feet from existing pavement edge.
- Nearest structure is approx. 36 feet from the proposed drainage easement.
- Increased driveway culvert size and length of driveway reconstruction.

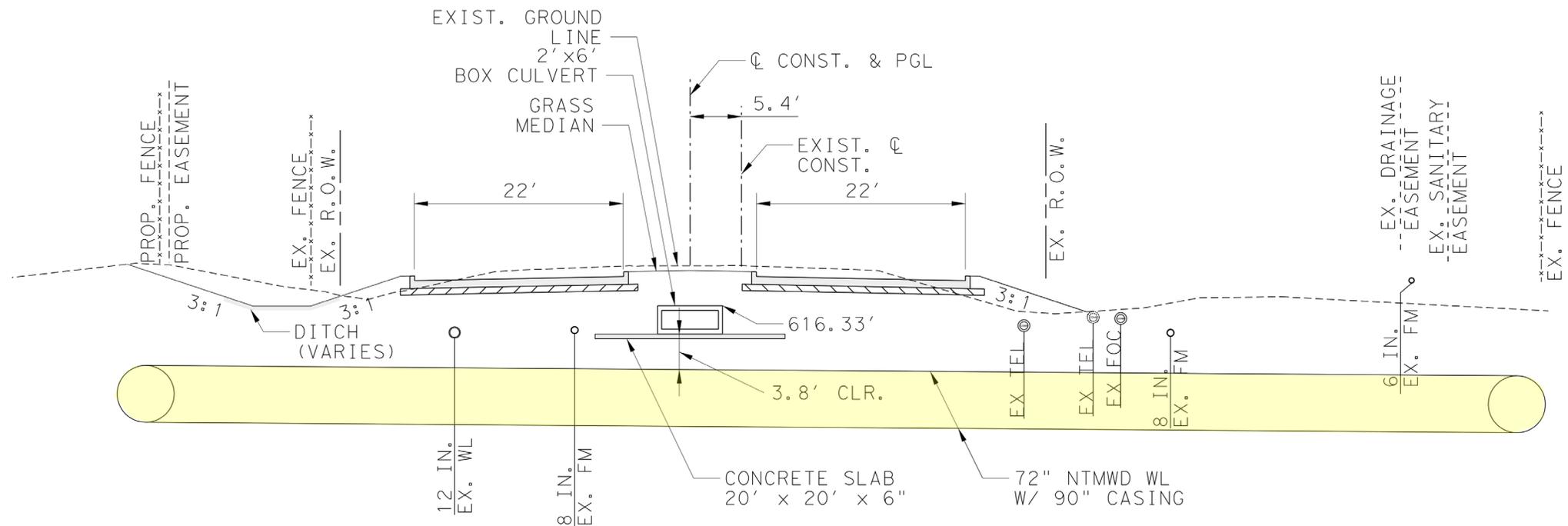
Alternative 3: Advantages



- Provides Lucas' aesthetic desire with flush shoulders.
- Lower maintenance / mowing required by property owners in ditch area.

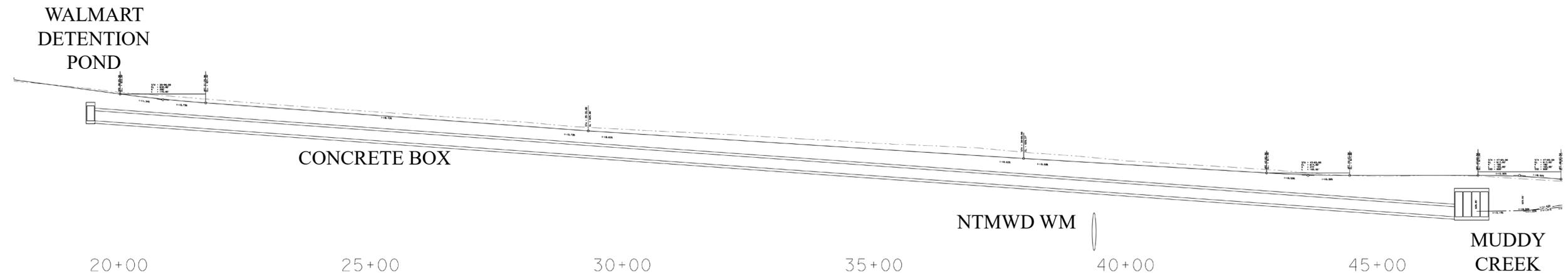
All Alternatives: Roadway Section at the 72" NTMWD WM

- All alternatives must avoid conflicts with 72" NTMWD water main.



Alternatives 1 & 2: Drainage Pipe/Box Profile

- Avoid conflict with 72" NTMWD water main.
- Minimum clearance required over NTMWD WM is 2 feet (approx. 3.7 as shown).
- NTMWD may require cover slab over the utility.
- Box culvert slope must maintain positive drainage (approx. 0.7% as shown).
- Maintain minimum cover over of box (approx. 2.5 feet as shown).



Summary:

	Alternative 1	Alternative 2	Alternative 3
Alternative Identification	Curb & Pipe	Pipe & Fl. Shldr	Conc. N. Ditch
Design Phase	10 months	9 months	8 months
Additional Construction Time	7 months	6 months	2 months
Additional Construction Cost	\$2.3M	\$2.1M	\$1.0M
Additional Design Cost	\$480k	\$420k	\$360k
Additional Inspection and Testing Cost	\$225k	\$135k	\$45k
Additional Easement Cost	\$2.2M	\$2.2M	\$2.2M
Total Additional Cost of Alternative	\$5.2M	\$4.9M	\$3.6M

Design Alternatives for West Lucas Road

Alternative 1

Curb and gutter with curb cuts – Open drainage both sides
Walmart Detention Pond Outflow **Contained in a Pipe** as far to the east as needed.

Alternative 2

Flush Shoulders – Open Drainage on Both Sides
Walmart Detention Pond Outflow **Contained in a Pipe** to Muddy Creek.

Alternative 3

Flush Shoulders – Open Drainage on Both Sides
Walmart Detention Pond Outflow Contained in **Larger North Side Ditch**



City of Lucas

City Council Agenda Request

September 21, 2023

Item No. 07

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider adopting Ordinance 2023-09-00991 amending the City of Lucas Code of Ordinances, Appendix C titled "Fee Schedule".

Background Information

Staff has reviewed the Fee Schedule and is proposing to amend fees for the following sections:

- Residential Building Fees
 - Section 1.100 Residential Buildings
 - Plan review: \$600 due at permit submittal.
 - Section 1.200 Remodel to Single-Family Dwellings
 - 1,001 sq. ft. and over: \$100 plan review due at permit submittal.
 - Section 1.300 Detached Accessory Buildings
 - 1,001 sq. ft. and over: \$100 plan review due at permit submittal.
- Commercial Building Fees
 - Section 2.100 Commercial Building
 - \$600 plan review required due at permit submittal for buildings over 1,000 square feet.
 - Section 2.200 Detached Commercial Accessory Building
 - \$600 plan review required due at permit submittal for buildings over 1,000 square feet.
- Miscellaneous Permits
 - Section 6.100 Miscellaneous Permits
 - Roofing: \$100
 - Sprinkler system: \$100
 - Heating and air conditioning: \$100
 - Electrical: \$100
 - Plumbing: \$100
 - Propane: \$100
 - Each additional tank: \$100
- Registration and License
 - Section 7.100 Registration and License
 - General, plumbing, mechanical and irrigation contractors shall not be eligible to receive a permit within the city until they have registered with the city as a contractor for the following:

(continue)



City of Lucas

City Council Agenda Request

September 21, 2023

(continued)

- (1) Water well contractor
 - (2) HVAC contractor
 - (3) Irrigation contractor
 - (4) General contractor
 - (5) Backflow tester
- Public Improvements/Infrastructure Inspection
 - Section 9.100 Public Improvements/Infrastructure Inspection
 - The fee for inspection of public improvements and infrastructure is \$1,500 and is based on the actual cost based on the hourly rate for the estimated actual direct time of City of Lucas employees performing such inspections.
 - Preliminary Plats
 - Section 13.500 Civil Construction Plan Review
 - Initial submittal and second review: \$750
 - Each submittal after initial submittal and second review: \$600
 - Water and Installation Rates
 - Section 20.600 Water and Utilities Installation Rates
 - Tap: \$1,350
 - Standard bore: \$1,350
 - Solid Waste Collection and Disposal
 - Section 24.100 Monthly Rates
 - Base residential services including solid waste, recycling, unlimited bundled brush, limited bulk and unbundled brush, door side household hazardous waste and used electronics collection (monthly rates): \$26.78
 - Senior citizen rate for base residential services (monthly rates): \$24.10
 - Optional additional residential solid waste cart (monthly rates): \$13.38
 - Optional additional residential recycling cart (monthly rates): \$5.72
 - Optional concierge residential service for solid waste service only (price is in addition to the base residential services monthly rates):
 - 0 feet to 100 feet from public street to point of collection (monthly rates): \$32.09
 - 100 feet to 300 feet from public street to point of collection (monthly rates): \$64.20
 - Optional special collection for excess bulk and brush accumulations (per yard): \$15.62
 - Optional manure and stable matter collection for one (1) half -full cart collection (monthly rates): \$30.21
 - Optional additional manure and stable matter collection (monthly rates): \$19.80.
 - Replacement of lost/stolen solid waste or recycle cart (each): \$80.99.



City of Lucas

City Council Agenda Request

September 21, 2023

Attachments/Supporting Documentation

1. Ordinance 2023-09-00991 Amending Fee Schedule
2. Revised Fee Schedule Redlined Version

Budget/Financial Impact

The impact to the approved budget for fiscal year 2023/24 would vary based on the proposed fee changes.

For fees related to plan/permit reviews, staff has identified the time and cost associated during the review process and proposes in various increases in related fees. For water and installation rates, staff has identified an increase in equipment and labor cost related to tap and standard bore.

On September 7, 2023, the City Council approved the First Amendment to the Agreement for Solid Waste and Recycling Services with Community Waste Disposal where there is a slight increase in residential monthly rates. Staff is also requesting to amend the fee schedule for the new monthly rates.

Recommendation

Staff recommends adopting Ordinance 2023-09-00991 amending the City of Lucas Code of Ordinances, Appendix C titled "Fee Schedule".

Motion

I make a motion to approve/deny adopting Ordinance 2023-09-00991 amending the City of Lucas Code of Ordinances, Appendix C titled "Fee Schedule".



ORDINANCE #2023-09-00991
[Amending Fee Schedule]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX C TITLED "FEE SCHEDULE," BY AMENDING ARTICLE 1.000 TITLED "RESIDENTIAL BUILDING FEES – NEW AND REMODELED" TO ADD A FEE FOR PLAN REVIEW; AMENDING ARTICLE 2.000 TITLED "COMMERCIAL BUILDING FEES – NEW AND REMODELED" TO ADD A FEE FOR PLAN REVIEW; AMENDING ARTICLE 6.000 TITLED "MISCELLANEOUS PERMITS" TO UPDATE CERTAIN PERMIT FEES; BY REMOVING ARTICLE 7.000 AND RESERVING THE ARTICLE FOR FUTURE USE; AMENDING ARTICLE 9.000 TITLED "PUBLIC IMPROVEMENTS/INFRASTRUCTURE INSPECTION" IN ACCORDANCE WITH HB 3492; AMENDING ARTICLE 13.000 TITLED "PRELIMINARY PLATS" TO ADD A FEE FOR CIVIL CONSTRUCTION PLAN REVIEW; AMENDING ARTICLE 20.000 TITLED "WATER AND INSTALLATION RATES", BY AMENDING SECTION 20.600 TITLED "WATER AND UTILITIES INSTALLATION RATES" TO UPDATE THE FEE FOR TAPS AND STANDARD BORES; AMENDING ARTICLE 24.000 TITLED "SOLID WASTE COLLECTION AND DISPOSAL" TO UPDATE THE MONTHLY RATES; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lucas, Texas finds it to be in the public interest to amend the City of Lucas Code of Ordinances, Appendix C, titled "Fee Schedule" to better reflect the cost of certain services provided by the City of Lucas.

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

SECTION 1. That the City of Lucas Code of Ordinances is amended by amending Appendix C title "Fee Schedule", Article 1.000 titled "Residential Building Fees – New and Remodeled," to read as follows:

§1.100 Residential buildings.

- (a) 2,000 sq. ft. or less: \$1,500.00.
- (b) 2,001–2,500 sq. ft.: \$1,700.00.
- (c) 2,501–3,000 sq. ft.: \$2,100.00.

- (d) 3,001–3,500 sq. ft.: \$2,400.00.
- (e) 3,501–4,000 sq. ft.: \$2,700.00.
- (f) 4,001–4,500 sq. ft. and over: \$3,000.00 plus \$0.60 per sq. ft. over 4,500 sq. ft.
- (g) Plan revision: \$600.00.
- (h) Plan review: \$600.00 due at permit submittal.

§1.200 Remodel to single-family dwellings.

- (a) 1,000 sq. ft. or less: \$175.00.
- (b) 1,001 sq. ft. and over: \$175.00 plus \$0.45 per sq. ft. over 1,000.
- (c) 1,001 sq. ft. and over: \$100.00 plan review due at permit submittal.

*Base fee includes up to 3 inspections. There will be a \$50.00 fee per inspection thereafter.

§1.300 Detached accessory buildings.

Includes storage buildings, barns, garages, greenhouses, gazebos, cabanas, pool houses, porches, etc.

- (a) 201 sq. ft. to 1,000 sq. ft.: \$175.00.
- (b) 1,001 sq. ft. and up: \$175.00 plus \$0.45 sq. ft.
- (c) 1,001 sq. ft. and over: \$100.00 plan review due at permit submittal.

*Over 1,000 sq. ft. base fee includes up to 3 inspections. There will be a \$50.00 fee per inspection thereafter.

SECTION 2. That the City of Lucas Code of Ordinances is amended by amending Appendix C title “Fee Schedule”, Article 2.000 titled “Commercial Building Fees – New and Remodeled,” to read as follows:

§2.100 Commercial building.

- (a) \$2,000.00 base fee plus \$0.60 cents per square foot over 1,000 square feet.
- (b) \$600.00 plan review required due at permit submittal for buildings over 1,000 square feet.

§2.200 Detached commercial accessory building.

- (a) \$175.00 base fee plus \$0.60 cents per square foot over 1,000 square feet.
- (b) \$600.00 plan review required due at permit submittal for buildings over 1,000 square feet.

SECTION 3. That the City of Lucas Code of Ordinances is amended by amending Appendix C title “Fee Schedule”, Article 6.000 titled “Miscellaneous Permits,” to read as follows:

§6.100 Miscellaneous permits.

Activities shall be charged the fee associated with each activity subject to reinspection fees.

- (a) Awnings, patio covers, carports: \$60.00.
- (b) Flat-work (sidewalks, drive-ways, patios, etc.) (this is exempt under the 2009 International Residential Code unless elevated 30 inches above grade. Some plan review required): \$60.00.
- (c) Roofing: ~~\$60.00.~~ \$100.00.
- (d) New fence permit: \$75.00.
- (e) Sprinkler system: ~~\$75.00.~~ \$100.00.
- (f) Pool barrier (fence):
 - (1) Residential: \$75.00.
 - (2) Commercial: \$75.00.
- (g) Aerial antenna or satellite (small satellite dishes are exempt): \$75.00.
- (h) Screening and/or retaining walls: \$60.00 per sq. 100 ft.
- (i) Heating and air conditioning: ~~\$60.00.~~ \$100.00.
- (j) Signs: \$95.00.
- (k) Temporary signs: \$60.00.
- (l) Temporary banner: \$60.00.
- (m) Electrical: ~~\$70.00.~~ \$100.00.
- (n) Plumbing: ~~\$70.00.~~ \$100.00.
- (o) Demolition work: \$60.00.
- (p) Water well: \$125.00.
- (q) Propane: ~~\$150.00.~~ \$100.00.
- (r) Each additional tank: ~~\$50.00.~~ \$100.00.
- (s) Weight limit permit: \$100.00.
- (t) Four (4) or more weight permits: \$400.00.
- (u) Riding arenas: \$100.00 per 1,000 square feet.

SECTION 4. That the City of Lucas Code of Ordinances is amended by amending Appendix C title “Fee Schedule”, by removing Article 7.000 titled “Registration and License” and reserving this article for future use.

SECTION 5. That the City of Lucas Code of Ordinances is amended by amending Appendix C title “Fee Schedule”, Article 13.000 titled “Preliminary Plats,” to read as follows:

§13.100 Single-family residential subdivision development.

- (a) 20 acres or less: \$750.00 + \$5.00 per acre (i.e. \$850.00 for 20 acres) excluding minor plats of five (5) acres or less.
- (b) 21–30 acres: \$750.00 + \$5.00 per acre (i.e. \$900.00 for 30 acres).
- (c) 34–45 acres: \$800.00 + \$5.00 per acre (i.e. \$1,025.00 for 45 acres).
- (d) 46 + acres: \$900.00 + \$5.00 per acre (i.e. \$1,130.00 for 45 acres).

§13.200 Estate residential subdivision development.

All size parcels: \$1,000.00 + \$7.00 per acre.

§13.300 Minor plats.

5 acres or less: \$500.00 + \$5.00 per acre.

§13.400 Nonresidential district plats.

- (a) 20 acres or less: \$800.00 + \$10.00 per acre (i.e. \$1,000.00 for 20 acres).
- (b) 21–30 acres: \$800.00 + \$10.00 per acre.
- (c) 34–45 acres: \$850.00 + \$10.00 per acre.
- (d) 46 + acres: \$950.00 + 10.00 per acre.

§13.500. Civil construction plan review.

- (a) Initial submittal and second review: \$750.00.
- (b) Each submittal after initial submittal and second review: \$600.00.

SECTION 6. That the City of Lucas Code of Ordinances is amended by amending Appendix C title “Fee Schedule”, Article 20.000 titled “Water and Installation Rates,” by amending §20.600 titled “Water and utilities installation rates” to read as follows:

20.600 Water and utilities installation rates.

- (a) 1" meter: \$2,100.00.
- (b) 2" meter: \$4,200.00.
- (c) 3" meter: \$6,300.00.
- (d) 4" meter: \$8,400.00
- (e) Tap: ~~\$500.00.~~ \$1,350.00.
- (f) Standard bore: ~~\$1,000.00.~~ \$1,350.00.
- (g) Nonstandard bore: Cost + 20%.
- (h) Reread: \$25.00.
- (i) Disconnect water service: \$25.00.
- (j) Reconnect water service: \$25.00.
- (k) Late fee: \$25.00.
- (l) NSF returned check: \$25.00.
- (m) Meter tampering: \$500.00.
- (n) Meter testing: \$500.00 (fee charged if found to be accurate within 3%. No charge if inaccurate).
- (o) Replacement for damaged meter: \$600.00.
- (p) Fire hydrant meter deposit: \$1,500.00 (includes backflow preventer + rental and water).
- (q) Fire hydrant monthly rental: \$50.00.
- (r) Fire hydrant meter water usage (per current water rate schedule): Current rate.
- (s) Required deposit for in-city water service: \$100.00.
- (t) Required deposit for out-of-city water service: \$125.00.
- (u) Water meter upgrade 3/4" to 1": \$600.00.
- (v) Water meter upgrade 3/4 or 1" to 2": \$1,200.00.

SECTION 7. That the City of Lucas Code of Ordinances is amended by amending Appendix C title "Fee Schedule", Article 24.000 titled "Solid Waste Collection and Disposal," by amending §24.100 titled "Monthly rates" to read as follows:

- (a) Base residential services including solid waste, recycling, unlimited bundled brush, limited bulk and unbundled brush, door side household hazardous waste and used electronics collection (monthly rates): ~~\$26.10.~~ \$26.78.
- (b) Senior citizen rate for base residential services (monthly rates): ~~\$23.49.~~ \$24.10.

- (c) Optional additional residential solid waste cart (monthly rates): ~~\$13.19.~~ \$13.38.
- (d) Optional additional residential recycling cart (monthly rates): ~~\$5.44.~~ \$5.72.
- (e) Optional concierge residential service for solid waste service only (price is in addition to the base residential services monthly rates):
 - (1) 0 feet to 100 feet from public street to point of collection (monthly rates): ~~\$30.81.~~ \$32.09.
 - (2) 100 feet to 300 feet from public street to point of collection (monthly rates): ~~\$61.63.~~ \$64.20.
- (f) Optional special collection for excess bulk and brush accumulations (per yard): ~~\$15.00.~~ \$15.62.
- (g) Optional manure and stable matter collection for one (1) half -full cart collection (monthly rates): ~~\$29.00.~~ \$30.21.
- (h) Optional additional manure and stable matter collection (monthly rates): ~~\$19.00.~~ \$19.80.
- (i) Replacement of lost/stolen solid waste or recycle cart (each): ~~\$76.05.~~ \$80.99.

SECTION 8. To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Lucas and which are not expressly amended by this Ordinance, the provision of this Ordinance shall remain and be controlling.

SECTION 9. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of the remaining portions of this Ordinance or the City of Lucas Code of Ordinances, as amended hereby, which shall remain if full force and effect.

SECTION 10. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Ordinances of the City of Lucas, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 11. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 12. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS,
COLLIN COUNTY, TEXAS, ON THIS 21ST DAY OF SEPTEMBER, 2023.**

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(9-13-2023/cgm ND4876-1474-9055, v1)

ATTEST:

Toshia Kimball, City Secretary

Appendix C

Fee Schedule

ARTICLE 1.000

RESIDENTIAL BUILDING FEES - NEW AND REMODELED

§1.100 Residential buildings.

- (a) 2,000 sq. ft. or less: \$1,500.00.
- (b) 2,001–2,500 sq. ft.: \$1,700.00.
- (c) 2,501–3,000 sq. ft.: \$2,100.00.
- (d) 3,001–3,500 sq. ft.: \$2,400.00.
- (e) 3,501–4,000 sq. ft.: \$2,700.00.
- (f) 4,001–4,500 sq. ft. and over: \$3,000.00 plus \$0.60 per sq. ft. over 4,500 sq. ft.
- (g) Plan revision: \$600.00.
- (h) Plan review: \$600.00 due at permit submittal.

(Ordinance 2015-10-00823 adopted 10/1/15)

§1.200 Remodel to single-family dwellings.

- (a) 1,000 sq. ft. or less: \$175.00.
- (b) 1,001 sq. ft. and over: \$175.00 plus \$0.45 per sq. ft. over 1,000.
- (c) 1,001 sq. ft. and over: \$100.00 plan review due at permit submittal.

*Base fee includes up to 3 inspections. There will be a \$50.00 fee per inspection thereafter.

(Ordinance 2015-10-00823 adopted 10/1/15)

§1.300 Detached accessory buildings.

Includes storage buildings, barns, garages, greenhouses, gazebos, cabanas, pool houses, porches, etc.

- (1) 201 sq. ft. to 1,000 sq. ft.: \$175.00.
- (2) 1,001 sq. ft. and up: \$175.00 plus \$0.45 sq. ft.
- (3) 1,001 sq. ft. and over: \$100.00 plan review due at permit submittal.

*Over 1,000 sq. ft. base fee includes up to 3 inspections. There will be a \$50.00 fee per inspection thereafter.

(Ordinance 2015-10-00823 adopted 10/1/15)

ARTICLE 2.000
COMMERCIAL BUILDING FEES - NEW AND REMODELED

§2.100 Commercial building.

- (a) \$2,000.00 base fee plus \$0.60 cents per square foot over 1,000 square feet.
- (b) \$600.00 plan review required due at permit submittal for buildings over 1,000 square feet.

(Ordinance 2015-10-00823 adopted 10/1/15)

§2.200 Detached commercial accessory building.

- (a) \$175.00 base fee plus \$0.60 cents per square foot over 1,000 square feet
- (b) \$600.00 plan review required due at permit submittal for buildings over 1,000 square feet.

(Ordinance 2015-10-00823 adopted 10/1/15)

ARTICLE 3.000 POOLS/SPA

§3.100 Pools/spas.

- (a) In-ground swimming pool: \$325.00 includes 3 inspections.
- (b) In-ground swimming pool with spa: \$350.00 includes 3 inspections.
- (c) Above-ground pool: \$125.00.
- (d) Spa/hot tub: \$125.00.

(Ordinance 2015-10-00823 adopted 10/1/15)

ARTICLE 4.000

HEALTH DEPARTMENT

§4.100 **Commercial business.**

- (a) Cost of service for permanent food establishment permit (2 TFER inspections): \$450.00.
- (b) Cost of service for each temporary event (1 TFER inspection): \$60.00.
- (c) Cost of service for each complaint investigation (1 TFER inspection): \$60.00.
- (d) Cost of service for mobile food vendor (hot and cold truck, seasonal vendor) (1 TFER inspection): \$250.00.
- (e) Cost of service for public swimming pool inspections (1 inspection per year): \$250.00.
- (f) Hourly cost of service for consultation outside of the aforementioned scope of services (health plan review, health final and CO inspections and/or for more than 1 inspection): \$100.00 per hour.

(Ordinance 2015-10-00823 adopted 10/1/15)

§4.200 **Nuisance abatement expenses.**

The following expenses shall only apply when the nuisance abatement is completed by the city. In the event the city causes the nuisance abatement to be completed by a third party, the actual third-party expenses plus a \$100.00 administrative fee shall be billed to the occupant/property owner. Failure to pay the expenses will result in a lien being filed as provided in articles **6.02** and **6.03** of this code.

- (1) Administrative fee: \$100.00.
- (2) Mowing fee: \$75.00 per acre (per acre mowing fee includes trash and debris removal up to 0.5 cubic yards of trash).
- (3) Any trash and debris removed over 0.5 cubic yard: \$50.00 per each 0.5 cubic yard.

(Ordinance 2016-07-00839 adopted 7/21/16)

ARTICLE 5.000
STORMWATER RUN-OFF

§5.100 Stormwater run-off.

- (a) Single-family residential dwellings: \$60.00.
- (b) Developments 0–3 acres: \$100.00.
- (c) Developments 4–10 acres: \$250.00.
- (d) Developments of 10 acres or more: \$600.00.

(Ordinance 2015-10-00823 adopted 10/1/15)

ARTICLE 6.000

MISCELLANEOUS PERMITS

§6.100 Miscellaneous permits.

Activities shall be charged the fee associated with each activity subject to reinspection fees.

- (1) Awnings, patio covers, carports: \$60.00.
- (2) Flat-work (sidewalks, drive-ways, patios, etc.) (this is exempt under the 2009 International Residential Code unless elevated 30 inches above grade. Some plan review required): \$60.00.
- (3) Roofing: ~~\$60.00~~: **\$100.00**.
- (4) New fence permit: \$75.00.
- (5) Sprinkler system: ~~\$75.00~~: **\$100.00**.
- (6) Pool barrier (fence):
 - (A) Residential: \$75.00.
 - (B) Commercial: \$75.00.
- (7) Aerial antenna or satellite (small satellite dishes are exempt): \$75.00.
- (8) Screening and/or retaining walls: \$60.00 per sq. 100 ft.
- (9) Heating and air conditioning: ~~\$60.00~~: **\$100.00**.
- (10) Signs: \$95.00.
- (11) Temporary signs: \$60.00.
- (12) Temporary banner: \$60.00.
- (13) Electrical: ~~\$70.00~~: **\$100.00**.
- (14) Plumbing: ~~\$70.00~~: **\$100.00**.
- (15) Demolition work: \$60.00.
- (16) Water well: \$125.00.
- (17) Propane: ~~\$150.00~~: **\$100.00**.
- (18) Each additional tank: ~~\$50.00~~: **\$100.00**.
- (19) Weight limit permit: \$100.00.
- (20) Four (4) or more weight permits: \$400.00.
- (21) Riding arenas: \$100.00 per 1,000 square feet.

(Ordinance 2015-10-00823 adopted 10/1/15; Ordinance 2017-08-00863 adopted 8/17/17; Ordinance 2017-09-00871 adopted 9/21/17)

ARTICLE 7.000

REGISTRATION AND LICENSE

§7.100 **Registration and license.**

General, plumbing, mechanical and irrigation contractors shall not be eligible to receive a permit within the city until they have registered with the city as a contractor and paid the following fee(s) for the following:

- (1) Water well contractor: ~~\$90.00~~.
- (2) HVAC contractor: ~~\$90.00~~.
- (3) Irrigation contractor: ~~\$90.00~~.
- (4) General contractor: ~~\$90.00~~.
- (5) Backflow tester: ~~\$45.00~~.

(Ordinance 2017-08-00863 adopted 8/17/17)

ARTICLE 8.000 INSPECTION

§8.100 **Inspections.**

- (a) Reinspection: \$100.00 per trip.
- (b) Certificate of occupancy (only in cases of reoccupancy): \$50.00.

(Ordinance 2015-10-00823 adopted 10/1/15)

ARTICLE 9.000

PUBLIC IMPROVEMENTS/INFRASTRUCTURE INSPECTION

§9.100 **Public improvements/infrastructure inspection.**

~~3% of construction costs.~~ The fee for inspection of public improvements and infrastructure is \$1,500.00 and is based on the actual cost based on the hourly rate for the estimated actual direct time of City of Lucas employees performing such inspections.

~~(Ordinance 2018-11-00886 adopted 11/1/18)~~

(Ordinance 2023-07-00986 adopted 8/3/23)

ARTICLE 10.000

ROAD IMPACT FEES BY LAND USE

§10.100 Road impact fees by land use.

Category	Land Use	Development Units ¹	ITE Trip Rate ²	Trip Length ³	Pass-By Traffic ⁴	Service Units ⁵	Impact Fee/Development Unit ⁴
							Service Area 1
RESIDENTIAL							
Single-family detached	Dwelling unit		0.94	3.0	0	2.82	\$1,421.28
Apartment/multifamily	Dwelling unit		0.51	3.0	0	1.53	\$771.12
Condominium townhouse	Dwelling unit		0.51	3.0	0	1.53	\$771.12
Senior housing - single-family	Dwelling unit		0.30	3.0	0	0.90	\$453.60
Senior housing - multifamily	Dwelling unit		0.25	3.0	0	0.75	\$378.00
OFFICE							
Office building	1,000 ft ² GFA		1.44	3.0	0	4.32	\$2,177.28
Business park	1,000 ft ² GFA		1.22	3.0	0	3.66	\$1,844.64
Medical office	1,000 ft ² GFA		3.93	3.0	0	11.79	\$5,942.16
COMMERCIAL							
Automobile care center	1,000 ft ² GFA		3.11	3.0	0.25	7.00	\$3,528.00
Bank	1,000 ft ² GFA		21.01	2.4	0.35	32.78	\$16,521.12
Convenience store gas station	Fueling Positions		22.76	2.4	0.75	13.66	\$6,884.64
Home improvement store	1,000 ft ² GFA		2.29	3.0	0.42	3.98	\$2,005.92
Hotel	Rooms		0.59	3.0	0	1.77	\$892.08
Pharmacy/drugstore	1,000 ft ² GFA		10.25	2.8	0.49	14.64	\$7,378.56

Category	Land Use	Development Units ¹	ITE Trip Rate ²	Trip Length ³	Pass-By Traffic ⁴	Service Units ⁵	Impact Fee/Development Unit ⁴
							Service Area 1
Fast food restaurant with drive-in/through		1,000 ft ² GFA	33.03	2.4	0.55	35.67	\$17,977.68
Fast food restaurant without drive-in/through		1,000 ft ² GFA	33.21	2.4	0.55	35.87	\$18,078.48
High-turnover (sit-down) restaurant		1,000 ft ² GFA	9.05	3.0	0.43	15.48	\$7,801.92
Shopping center/general retail		1,000 ft ² GFA	3.40	3.0	0.29	7.24	\$3,648.96
Supermarket		1,000 ft ² GFA	8.95	2.8	0.24	19.05	\$9,601.20
INDUSTRIAL							
Industrial		1,000 ft ² GFA	0.65	3.0	0	1.95	\$982.80
Industrial park		1,000 ft ² GFA	0.34	3.0	0	1.02	\$514.08
Mini-warehouse		1,000 ft ² GFA	0.15	3.0	0	0.45	\$226.80
Warehouse/distribution center		1,000 ft ² GFA	0.18	3.0	0	0.54	\$272.16
INSTITUTIONAL							
School		Students	0.16	3.0	0	0.48	\$241.92
Day care center		Students	0.79	3.0	0	2.37	\$1,194.48
Nursing home		1,000 ft ² GFA	0.59	3.0	0	1.77	\$892.08
House of worship		1,000 ft ² GFA	0.49	3.0	0	1.47	\$740.88
NOTES:							
1	GFA = Gross Floor Area						
2	(Vehicles): Based on ITE Trip Generation Manual, 11th Edition						
3	(Miles); Based on FHWA National Household Travel Survey (2017) - maximum of 3 miles						
4	Percentage of traffic already passing by site - land use is an intermediate destination						

Category	Land Use	Development Units ¹	ITE Trip Rate ²	Trip Length ³	Pass-By Traffic ⁴	Service Units ⁵	Impact Fee/Development Unit ⁴
							Service Area 1
5	(Vehicle-Miles)						
6	Based on impact fee of \$504.00/service unit for Service Area 1						

(Ordinance 2018-11-00886 adopted 11/1/18; Ordinance 2023-03-00974 adopted 3/16/2023)

**ARTICLE 11.000
WATER IMPACT FEES BY METER SIZE**

§11.100 Water impact fees by meter size.

Meter Type	Meter Size	LUE	Water Impact Fee
Simple	Less than 2"	1	\$13,119.00
Compound	2"	8	\$104,954.00
Turbide	2"	10	\$131,192.00
Compound	3"	16	\$209,907.00
Turbide	3"	24	\$314,861.00
Compound	4"	25	\$327,980.00
Turbide	4"	42	\$551,006.00
Compound	6"	50	\$655,960.00
Turbide	6"	92	\$1,206,967.00
Compound	8"	80	\$1,049,536.00
Turbide	8"	160	\$2,099,072.00
Compound	10"	115	\$1,508,708.00
Turbide	10"	250	\$3,279,801.00
Turbide	12"	330	\$4,329,337.00

(Ordinance 2018-11-00886 adopted 11/1/18; Ordinance 2023-03-00974 adopted 3/16/2023)

ARTICLE 12.000 PLANNING AND ZONING

§12.100 **Planning and zoning.**

- (a) Initial zoning (newly annexed or agricultural property) per classification: \$450.00.
- (b) Rezoning (currently zoned property) per classification: \$450.00.
- (c) Board of adjustment application fee: \$450.00.
- (d) Specific use permit (SUP): \$450.00.

(Ordinance 2015-05-00813 adopted 5/7/15)

ARTICLE 13.000

PRELIMINARY PLATS

§13.100 **Single-family residential subdivision development.**

- (a) 20 acres or less: \$750.00 + \$5.00 per acre (i.e. \$850.00 for 20 acres) excluding minor plats of five (5) acres or less.
- (b) 21–30 acres: \$750.00 + \$5.00 per acre (i.e. \$900.00 for 30 acres).
- (c) 34–45 acres: \$800.00 + \$5.00 per acre (i.e. \$1,025.00 for 45 acres).
- (d) 46 + acres: \$900.00 + \$5.00 per acre (i.e. \$1,130.00 for 45 acres).

(Ordinance 2015-05-00813 adopted 5/7/15)

§13.200 **Estate residential subdivision development.**

All size parcels: \$1,000.00 + \$7.00 per acre.

(Ordinance 2015-05-00813 adopted 5/7/15)

§13.300 **Minor plats.**

5 acres or less: \$500.00 + \$5.00 per acre.

(Ordinance 2015-05-00813 adopted 5/7/15)

§13.400 **Nonresidential district plats.**

- (a) 20 acres or less: \$800.00 + \$10.00 per acre (i.e. \$1,000.00 for 20 acres).
- (b) 21–30 acres: \$800.00 + \$10.00 per acre.
- (c) 34–45 acres: \$850.00 + \$10.00 per acre.
- (d) 46 + acres: \$950.00 + 10.00 per acre.

(Ordinance 2015-05-00813 adopted 5/7/15)

§13.500. Civil construction plan review.

- (a) Initial submittal and second review: \$750.00.
- (b) Each submittal after initial submittal and second review: \$600.00.

ARTICLE 14.000

FINAL PLATS

§14.100 **Single-family residential subdivision development.**

- (a) 20 acres or less: \$800.00 + \$5.00 per acre.
- (b) 21–30 acres: \$800.00 + \$5.00 per acre.
- (c) 34–45 acres: \$850.00 + \$5.00 per acre.
- (d) 46 + acres: \$950.00 + \$5.00 per acre.

(Ordinance 2015-05-00813 adopted 5/7/15)

§14.200 **Estate residential subdivision development.**

All size parcels: \$950.00 + \$7.00 per acre.

(Ordinance 2015-05-00813 adopted 5/7/15)

§14.300 **Minor plat.**

5 acres or less: \$350.00 + \$5.00 per acre.

(Ordinance 2015-05-00813 adopted 5/7/15)

§14.400 **Nonresidential district plats.**

- (a) 20 acres or less: \$800.00 + \$10.00 per acre (i.e. \$1,000.00 for 20 acres).
- (b) 21–30 acres: \$850.00 + \$10.00 per acre.
- (c) 34–45 acres: \$900.00 + \$10.00 per acre.
- (d) 46+ acres: \$1,000.00 + \$10.00 per acre.

(Ordinance 2015-05-00813 adopted 5/7/15)

§14.500 **All replats.**

- (a) Minor plat (5 acres or less): \$450.00 + \$5.00 per acre.
- (b) All others: \$500.00 + \$10.00 per acre.

(Ordinance 2015-05-00813 adopted 5/7/15)

§14.600 **Site plans.**

\$300.00 + \$10.00 per acre.

(Ordinance 2015-05-00813 adopted 5/7/15)

§14.700 **Concept plans.**

\$150.00 per session with planning and zoning and/or council.

(Ordinance 2015-05-00813 adopted 5/7/15)

§14.800 Landscape plans.

(a) Reviews: \$200.00.

(b) Review and presentation of amended plans: \$250.00.

(Ordinance 2015-05-00813 adopted 5/7/15)

§14.900 Filing fees.

Cost + 20% administrative fee.

(Ordinance 2015-05-00813 adopted 5/7/15)

ARTICLE 15.000

FIRE PERMIT

§15.100 Alarm permit.

- (a) Monitored alarm permit fee:
 - (1) New: \$50.00.
 - (2) Renewal: \$20.00.
- (b) Late: \$10.00.
- (c) False alarm: \$100.00.
- (d) Unregistered false alarm: \$275.00.

*Two (2) alarms are permitted a year without any fee.

(Ordinance 2015-05-00813 adopted 5/7/15)

§15.200 Building construction.

- (a) Fire sprinkler system review: \$250.00 (includes plan review, rough and final).
- (b) Each additional inspection: \$75.00.
- (c) Fire suppression system review: \$250.00 (includes plan review and final).
- (d) Each additional inspection: \$75.00.
- (e) Commercial fire alarm: \$500.00 (includes plan review and final).
- (f) Each additional inspection: \$75.00 (all reschedules must be made 24 hours in advance or will count as an inspection).
- (g) Base: \$250.00 per system.
 - (1) 0–100,000 square feet: \$0.015 per square foot.
 - (2) 100,001–300,000 square feet: \$1,500.00 + \$0.014 per square foot.
 - (3) 300,001–plus: \$3,700.00 + \$0.09 per square foot.

(Ordinance 2015-05-00813 adopted 5/7/15)

ARTICLE 16.000

AMBULANCE SERVICE

§16.100 Ambulance service.

- (a) Advanced life support (resident): \$1,600.00.
- (b) Advanced life support (nonresident): \$1,600.00.
- (c) Advanced life support 2 (resident): \$1,800.00.
- (d) Advanced life support 2 (nonresident): \$1,800.00.
- (e) Basic life support (resident): \$1,400.00.
- (f) Basic life support (nonresident): \$1,400.00.
- (g) Specialty care transport: \$2,000.00.
- (h) Mileage (per loaded mile): \$24.00.
- (i) Oxygen: \$150.00.
- (j) Advanced life support dispatch: \$400.00.
- (k) Basic life support dispatch: \$350.00.
- (l) Treatment - no transport: \$175.00.

(Ordinance 2015-05-00813 adopted 5/7/15; Ordinance 2023-04-00977 adopted 4/20/2023)

ARTICLE 17.000

ALCOHOL SALES

§17.100 **Alcohol sales.**

Beer and wine, off-premises consumption:

- (1) Application review fee: \$450.00.
- (2) Permit fee: 1/2 of TABC (state) fee.

(Ordinance 2015-05-00813 adopted 5/7/15)

ARTICLE 18.000
WATER ESCROW OR MAINTENANCE BOND

§18.100 Water escrow or maintenance bond.

An escrow account as defined by section **13.02.161** of this code shall be established by the city as follows:

- (1) A minimum escrow fee of two hundred dollars (\$200.00) or ten percent (10%) of the total project cost, whichever is greater, shall be required.
- (2) An escrow fee of forty dollars (\$40.00) per lot for the first fifteen (15) lots.
- (3) An escrow fee of twenty dollars (\$20.00) per lot for every lot in excess of fifteen (15).

(Ordinance 2015-05-00813 adopted 5/7/15)

ARTICLE 19.000 WASTEWATER RATES

§19.100 Wastewater rates.

The following rates shall apply to all nonresidential customers:

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

***Consumption charge**

2,000 greater	\$6.40	\$6.72	\$7.06	\$7.41	\$7.78
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* Consumption charge - on a per monthly basis for every 1,000 gallons of water used after the first 2,000 gallons, the customer shall be charged the current consumption rate in effect. On an annual reconciled basis, if the discharge into the wastewater system by the customer exceeds the volume of water sold to the customer, the customer shall be charged the current consumption rate in effect per 1,000 gallons of wastewater discharge greater than the volume of water sold to the customer. The customer is responsible for paying for every gallon of wastewater discharge into the system regardless of the amount of water that is used by the customer.

(Ordinance 2017-08-00864 adopted 8/17/17; Ordinance 2023-02-00970 adopted 2/16/2023)

ARTICLE 20.000 WATER AND INSTALLATION RATES

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

Effective date	3/1/23	10/1/23	10/1/24	10/1/25	10/1/26
5/8"	\$25.04	\$26.28	\$27.52	\$28.76	\$30.00
1" meter	\$39.87	\$41.85	\$43.82	\$45.80	\$47.77
1-1/2" meter	\$45.49	\$47.75	\$50.00	\$52.25	\$54.50
2" meter	\$93.03	\$97.63	\$102.24	\$106.85	\$111.45

Consumption charge

2,001–3,000	\$7.31	\$7.67	\$8.06	\$8.46	\$8.88
3,001–4,000	\$7.31	\$7.67	\$8.06	\$8.46	\$8.88
4,001–5,000	\$7.31	\$7.67	\$8.06	\$8.46	\$8.88
5,001–6,000	\$7.77	\$8.16	\$8.57	\$9.00	\$9.45
6,001–7,000	\$7.77	\$8.16	\$8.57	\$9.00	\$9.45
7,001–10,000	\$7.77	\$8.16	\$8.57	\$9.00	\$9.45
10,001–11,000	\$8.14	\$8.55	\$8.97	\$9.42	\$9.89
11,001–16,000	\$8.14	\$8.55	\$8.97	\$9.42	\$9.89
16,001–20,000	\$8.14	\$8.55	\$8.97	\$9.42	\$9.89
20,001–21,000	\$8.14	\$8.55	\$8.97	\$9.42	\$9.89
21,001–25,000	\$8.14	\$8.55	\$8.97	\$9.42	\$9.89
25,001–30,000	\$8.14	\$8.55	\$8.97	\$9.42	\$9.89
30,001–50,000	\$8.51	\$8.93	\$9.38	\$9.85	\$10.34
50,001–greater	\$9.14	\$9.59	\$10.07	\$10.58	\$11.11

(Ordinance 2017-08-00864 adopted 8/17/17; Ordinance 2023-02-00970 adopted 2/16/2023)

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

Effective date	3/1/23	10/1/23	10/1/24	10/1/25	10/1/26
5/8	\$26.28	\$27.58	\$28.88	\$30.19	\$31.49

Effective date	3/1/23	10/1/23	10/1/24	10/1/25	10/1/26
1" meter	\$42.45	\$44.55	\$46.66	\$48.76	\$50.86
1-1/2" meter	\$62.02	\$65.09	\$68.16	\$71.24	\$74.31
2" meter	\$131.30	\$137.80	\$144.31	\$150.81	\$157.31
3" meter	\$208.32	\$218.63	\$228.95	\$239.26	\$249.58
4" meter	\$388.23	\$407.45	\$426.68	\$445.90	\$465.13
6" meter	\$572.34	\$600.69	\$629.03	\$657.37	\$685.71
8" meter	\$1,151.00	\$1,208.00	\$1,264.99	\$1,321.99	\$1,378.99

Consumption charge

2,001–3,000	\$7.75	\$8.26	\$8.79	\$9.36	\$9.97
3,001–4,000	\$7.75	\$8.26	\$8.79	\$9.36	\$9.97
4,001–5,000	\$7.75	\$8.26	\$8.79	\$9.36	\$9.97
5,001–6,000	\$8.23	\$8.77	\$9.34	\$9.95	\$10.59
6,001–7,000	\$8.23	\$8.77	\$9.34	\$9.95	\$10.59
7,001–10,000	\$8.23	\$8.77	\$9.34	\$9.95	\$10.59
10,001–11,000	\$8.61	\$9.17	\$9.77	\$10.40	\$11.08
11,001–16,000	\$8.61	\$9.17	\$9.77	\$10.40	\$11.08
16,001–20,000	\$8.61	\$9.17	\$9.77	\$10.40	\$11.08
20,001–21,000	\$8.61	\$9.17	\$9.77	\$10.40	\$11.08
21,001–25,000	\$8.61	\$9.17	\$9.77	\$10.40	\$11.08
25,001–30,000	\$8.61	\$9.17	\$9.77	\$10.40	\$11.08
30,001–50,000	\$8.99	\$9.58	\$10.20	\$10.86	\$11.57
50,001–100,000	\$9.16	\$9.76	\$10.39	\$11.07	\$11.78
100,001–greater	\$9.44	\$10.05	\$10.70	\$11.40	\$12.14

(Ordinance 2017-08-00864 adopted 8/17/17; Ordinance 2023-02-00970 adopted 2/16/2023)

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

Effective date	3/1/23	10/1/23	10/1/24	10/1/25	10/1/26
5/8 meter	\$37.56	\$39.42	\$41.28	\$43.14	\$45.00
1" meter	\$59.82	\$62.78	\$65.75	\$68.71	\$71.67
1-1/2" meter	\$68.23	\$71.61	\$74.99	\$78.37	\$81.75
2" meter	\$139.55	\$146.47	\$153.38	\$160.29	\$167.20

Consumption charge

2,001–3,000	\$11.99	\$12.59	\$13.22	\$13.88	\$14.57
3,001–4,000	\$11.99	\$12.59	\$13.22	\$13.88	\$14.57
4,001–5,000	\$11.99	\$12.59	\$13.22	\$13.88	\$14.57
5,001–6,000	\$12.75	\$13.39	\$14.06	\$14.76	\$15.50
6,001–7,000	\$12.75	\$13.39	\$14.06	\$14.76	\$15.50
7,001–10,000	\$12.75	\$13.39	\$14.06	\$14.76	\$15.50
10,001–11,000	\$13.35	\$14.02	\$14.72	\$15.45	\$16.23
11,001–16,000	\$13.35	\$14.02	\$14.72	\$15.45	\$16.23
16,001–20,000	\$13.35	\$14.02	\$14.72	\$15.45	\$16.23
20,001–21,000	\$13.35	\$14.02	\$14.72	\$15.45	\$16.23
21,001–25,000	\$13.35	\$14.02	\$14.72	\$15.45	\$16.23
25,001–30,000	\$13.35	\$14.02	\$14.72	\$15.45	\$16.23
30,001–50,000	\$13.95	\$14.65	\$15.38	\$16.15	\$16.95
50,001–100,000	\$14.98	\$15.73	\$16.52	\$17.35	\$18.21

(Ordinance 2017-08-00864 adopted 8/17/17; Ordinance 2023-02-00970 adopted 2/16/2023)

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

Effective date	3/1/23	10/1/18	10/1/19	10/1/20	10/1/21
Min. charge 0– 2,000 gallons					
5/8 meter	\$39.42	\$41.37	\$43.33	\$45.28	\$47.23

Effective date	3/1/23	10/1/18	10/1/19	10/1/20	10/1/21
1" meter	\$63.68	\$66.83	\$69.99	\$73.14	\$76.29
1-1/2" meter	\$93.03	\$97.64	\$102.25	\$106.85	\$111.46
2" meter	\$196.95	\$206.71	\$216.46	\$226.21	\$235.97
3" meter	\$312.47	\$327.95	\$343.42	\$358.90	\$374.37
4" meter	\$582.34	\$611.18	\$640.01	\$668.85	\$697.69
6" meter	\$858.51	\$901.03	\$943.54	\$986.06	\$1,028.57
8" meter	\$1,726.50	\$1,811.99	\$1,897.49	\$1,982.99	\$2,068.49

Consumption charge

2,001–3,000	\$12.71	\$13.54	\$14.42	\$15.36	\$16.35
3,001–4,000	\$12.71	\$13.54	\$14.42	\$15.36	\$16.35
4,001–5,000	\$12.71	\$13.54	\$14.42	\$15.36	\$16.35
5,001–6,000	\$13.50	\$14.38	\$15.32	\$16.31	\$17.37
6,001–7,000	\$13.50	\$14.38	\$15.32	\$16.31	\$17.37
7,001–10,000	\$13.50	\$14.38	\$15.32	\$16.31	\$17.37
10,001–11,000	\$14.13	\$15.04	\$16.02	\$17.06	\$18.17
11,001–16,000	\$14.13	\$15.04	\$16.02	\$17.06	\$18.17
16,001–20,000	\$14.13	\$15.04	\$16.02	\$17.06	\$18.17
20,001–21,000	\$14.13	\$15.04	\$16.02	\$17.06	\$18.17
21,001–25,000	\$14.13	\$15.04	\$16.02	\$17.06	\$18.17
25,001–30,000	\$14.13	\$15.04	\$16.02	\$17.06	\$18.17
30,001–50,000	\$14.75	\$15.71	\$16.73	\$17.81	\$18.97
50,001–100,000	\$15.02	\$16.00	\$17.04	\$18.15	\$19.33
100,001 greater	\$15.47	\$16.48	\$17.55	\$18.69	\$19.91

(Ordinance 2017-08-00864 adopted 8/17/17; Ordinance 2023-02-00970 adopted 2/16/2023)

§20.500 Out-of-city rates.

Out-of-city rates shall be calculated as:

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

(Ordinance 2017-08-00864 adopted 8/17/17; Ordinance 2023-02-00970 adopted 2/16/2023)

§20.600 Water and utilities installation rates.

- (a) 1" meter: \$2,100.00.
- (b) 2" meter: \$4,200.00.
- (c) 3" meter: \$6,300.00.
- (d) 4" meter: \$8,400.00
- (e) Tap: ~~\$500.00~~ **\$1,350.00**.
- (f) Standard bore: ~~\$1,000.00~~ **\$1,350.00**.
- (g) Nonstandard bore: Cost + 20%.
- (h) Reread: \$25.00.
- (i) Disconnect water service: \$25.00.
- (j) Reconnect water service: \$25.00.
- (k) Late fee: \$25.00.
- (l) NSF returned check: \$25.00.
- (m) Meter tampering: \$500.00.
- (n) Meter testing: \$500.00 (fee charged if found to be accurate within 3%. No charge if inaccurate).
- (o) Replacement for damaged meter: \$600.00.
- (p) Fire hydrant meter deposit: \$1,500.00 (includes backflow preventer + rental and water).
- (q) Fire hydrant monthly rental: \$50.00.
- (r) Fire hydrant meter water usage (per current water rate schedule): Current rate.
- (s) Required deposit for in-city water service: \$100.00.
- (t) Required deposit for out-of-city water service: \$125.00.
- (u) Water meter upgrade 3/4" to 1": \$600.00.
- (v) Water meter upgrade 3/4 or 1" to 2": \$1,200.00.

(Ordinance 2017-08-00864 adopted 8/17/17; Ordinance 2023-02-00970 adopted 2/16/2023)

§20.700 Drought contingency surcharge.

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

(Ordinance 2017-08-00864 adopted 8/17/17; Ordinance 2023-02-00970 adopted 2/16/2023

§20.800 Administrative remedies for violations.

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

(Ordinance 2017-08-00864 adopted 8/17/17; Ordinance 2023-02-00970 adopted 2/16/2023

ARTICLE 21.000
PARKS AND RECREATION

§21.100 Parks and recreation.

- (a) Pavilion fee (nonresident): \$25.00/hour.
- (b) Pavilion rental (resident): \$25.00/4 hours; \$50.00/all day.
- (c) Baseball fields B, C or D (nonresident): \$25.00/hour.
- (d) Farmers market vendor participation fee options: Vendors shall pay a participation fee of \$20.00 for each farmers market. Vendors who reside in the city shall be exempt from participation fees.

(Ordinance 2020-12-00926 adopted 12/3/20)

**ARTICLE 22.000
(RESERVED)**

**ARTICLE 23.000
SOLICITORS AND CANVASSERS**

§23.100 Solicitors and canvassers.

- (a) Solicitor registration fee: \$30.00.
- (b) Administrative fee for each solicitor: \$10.00.

(Ordinance 2015-05-00813 adopted 5/7/15)

ARTICLE 24.000

SOLID WASTE COLLECTION AND DISPOSAL

§24.100 Monthly rates.

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

- (1) Base residential services including solid waste, recycling, unlimited bundled brush, limited bulk and unbundled brush, door side household hazardous waste and used electronics collection (monthly rates): ~~\$26.10.~~ **\$26.78.**
- (2) Senior citizen rate for base residential services (monthly rates): ~~\$23.49.~~ **\$24.10.**
- (3) Optional additional residential solid waste cart (monthly rates): ~~\$13.19.~~ **\$13.38.**
- (4) Optional additional residential recycling cart (monthly rates): ~~\$5.44.~~ **\$5.72.**
- (5) Optional concierge residential service for solid waste service only (price is in addition to the base residential services monthly rates):
 - (A) 0 feet to 100 feet from public street to point of collection (monthly rates): ~~\$30.81.~~ **\$32.09.**
 - (B) 100 feet to 300 feet from public street to point of collection (monthly rates): ~~\$61.63.~~ **\$64.20.**
- (6) Optional special collection for excess bulk and brush accumulations (per yard): ~~\$15.00.~~ **\$15.62.**
- (7) Optional manure and stable matter collection for one (1) half -full cart collection (monthly rates): ~~\$29.00.~~ **\$30.21.**
- (8) Optional additional manure and stable matter collection (monthly rates): ~~\$19.00.~~ **\$19.80.**
- (9) Replacement of lost/stolen solid waste or recycle cart (each): ~~\$76.05.~~ **\$80.99.**

(Ordinance 2017-08-00863 adopted 8/17/17; Ordinance 2022-06-00954 adopted 6/2/2022)

ARTICLE 25.000 NETWORK PROVIDERS

§25.100 Network providers.

(a) Small cell application fee:

- (1) \$500.00 (1–5 network nodes);
- (2) \$100.00 (each additional network node);
- (3) \$1,000.00 per pole.

(b) Small cell user fees: \$270.00 annually for each network node.

(c) Transport facility monthly user fee: \$28.00 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul, until the time the network provider's payment to the city exceeds its monthly aggregate per month compensation to the city.

(Ordinance 2018-12-00887 adopted 12/6/18)



City of Lucas

City Council Agenda Request

September 21, 2023

Requester: Mayor Jim Olk

Agenda Item Request

Discuss participation by the City Council in National Night Out on October 3, 2023.

Background Information

National Night Out is an annual community-building campaign that promotes community partnerships and neighborhood camaraderie to make our neighborhoods safer and more caring places to live. Neighborhoods host events such as block parties and cookouts where Lucas Fire-Rescue and our Lucas Deputies participate at these events.

This year's National Night Out in Lucas is scheduled on October 3, 2023 from 6:00 pm to 8:00 pm. Most neighborhoods typically register to host an event one week prior. Mayor Olk recommends coordinating councilmember attendance to ensure all neighborhood events have adequate representation from city representatives.

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

September 21, 2023

Item No. 09

Requester: Mayor Jim Olk

Agenda Item Request

Executive Session: An Executive Session is not scheduled for this meeting.

As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney regarding any item on the agenda at any time during the meeting. This meeting is closed to the public as provided in the Texas Government Code.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

September 21, 2023

Item No. 10

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