



AGENDA CITY COUNCIL MEETING

April 4, 2024 | 6:00 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, April 4, 2024, beginning at 6:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651, at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting. 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

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

1. Citizen Input.

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 minutes of the March 21, 2024, City Council meeting.
 - B. Consider authorizing the City Manager to execute the Interlocal Cooperation Agreement between the City of Lucas and the Town of Fairview for Temporary Use of Fire Apparatus.
 - C. Consider authorizing the City Manager to execute the Interlocal Cooperation Agreement between the City of Lucas and Town of Fairview for Automatic Fire and EMS Assistance.

Regular Agenda

4. Consider authorizing the City Manager to the following:
 - A. Enter into an agreement between the State of Texas, acting by and through the Texas Department of Transportation, and the City of Lucas for the Advance Funding Agreement for a project using funds held in the State Highway 121 Subaccount for the design and construction of the West Lucas Road Reconstruction Project.
 - B. Restrict the following City of Lucas funding resources toward the completion of the West Lucas Road Reconstruction Project:
 - General Fund 2019 Certificates of Obligation remaining balance in the amount of \$2,285,693
 - Interest earnings from General Fund 2019 Certificates of Obligation (March through September 2024) in the amount of \$126,729
 - Interest earnings from Collin County Funding (as of February 2024) in the amount of \$115,428
(Public Works Director, Scott Holden, PE)
5. Consider approving the following as it relates to the Blondy Jhune Road Alignment Project:
 - A. Payment in the amount of \$306,489 from Restricted Impact Fees account 11-1009-10 to Liberty Bankers Life Insurance Company for roadway improvements to the first 0.28 miles of Blondy Jhune Road east of FM 1378 in conformance with the approved Development Agreement.
 - B. Reappropriation of capital project funds from fiscal year 2022/23 in the amount of \$306,489 to Blondy Jhune Road Alignment account 21-8210-491-300.
(Development Services Director, Joe Hilbourn)
6. Consider adopting Ordinance #2024-04-01000 approving amendments to the City of Lucas Code of Ordinances Chapter 12 titled “Traffic and Vehicles” by designating Welborn Lane as a no parking area. **(CIP Manager, Patrick Hubbard)**

Public Hearing

7. Conduct a public hearing to consider adopting Ordinance #2024-04-00999 approving the City of Lucas 2024 Water Conservation Plan and Water Resource Emergency Management Plan. (Public Works Director, Scott Holden, PE)

Executive Session

8. Executive Session:

As authorized by Section 551.074 of the Texas Government Code, Personnel Matters the City Council may convene into closed Executive Session to interview City Manager candidates. This meeting is closed to the public as provided in the Texas Government Code.

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

Certification

I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on March 29, 2024.

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

April 4, 2024

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

April 4, 2024

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

Council Agenda Request

April 4, 2024

Requester: Mayor Jim Olk
City Secretary Toshia Kimball
Public Works Supervisor Jeremy Bogle
Public Works Director Scott Holden, PE
Fire Chief Ted Stephens

Agenda Item Request

Consent Agenda:

- A. Approval of the minutes of the March 21, 2024, City Council meeting.
- B. Consider authorizing the City Manager to execute the Interlocal Cooperation Agreement between the City of Lucas and the Town of Fairview for Temporary Use of Fire Apparatus.
- C. Consider authorizing the City Manager to execute the Interlocal Cooperation Agreement between the City of Lucas and Town of Fairview for Automatic Fire and EMS Assistance.

Background Information

Agenda Item 3B:

Several times in the recent past, the City of Lucas has borrowed apparatus from various nearby cities. Last month, the Town of Fairview almost needed to borrow an apparatus from the City of Lucas. The purpose of the Interlocal Cooperation Agreement for Temporary Use of Fire Apparatus is to outline the requirements and procedures for the City of Lucas and Town of Fairview to temporarily borrow fire apparatus from each other. The agreement is for a one-year period with automatic annual renewal terms.

Agenda Item 3C:

At the City Council meeting on August 3, 2023, staff provided a presentation regarding our automatic and mutual aid provisions, specifically concerning our EMS to the Princeton/Branch area. Councilmember Fisher expressed an interest in reviewing the mutual aid agreements with staff and the city attorney. Staff was tasked with putting a plan together in order to determine what work would need to be done and if a subcommittee will be required.

On August 24, 2023, City Manager Joni Clarke and Fire Chief Ted Stephens met to review all agreements relating to mutual aid and those agreements were previously forwarded to City Attorney Joe Gorfida to evaluate as well.



City of Lucas

Council Agenda Request

April 4, 2024

On September 24, 2023, Councilmember Fisher, Councilmember Lawrence, City Attorney Joe Gorfida, City Manager Joni Clarke, and Fire Chief Ted Stephens met concerning our active automatic and mutual aid agreements.

On November 2, 2023, City Council requested updating the following:

1. Agreement for Mutual Aid executed by the City of Lucas on 2/18/2015 and the City of Wylie on 3/8/2015.
2. Interlocal Automatic Mutual Aid Agreement executed by the Town of Fairview on 6/3/2008, the City of Parker on 8/12/2008 and the City of Lucas on 9/4/2008.

Fire Chief Ted Stephens has been working with the above entities to update the agreements. To date, only the Town of Fairview's Council has approved the agreement. The City of Wylie has the agreement scheduled for their Council Agenda, and the City of Parker is reviewing the document.

Attachments/Supporting Documentation

1. Minutes of the March 21, 2024, City Council Meeting
2. Interlocal Cooperation Agreement between the City of Lucas and the Town of Fairview for Temporary Use of Fire Apparatus
3. Interlocal Cooperation Agreement between the City of Lucas and Town of Fairview for Automatic Fire and EMS Assistance

Budget/Financial Impact

NA

Recommendation

City Staff recommends approval of the Consent Agenda.

Motion

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



City Councilmembers Present:

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

City Staff Present:

City Manager Joni Clarke
Assistant City Manager Kent Souriyasak
City Secretary Toshia Kimball
City Attorney Joe Gorfida
Development Services Director Joe Hilbourn
Deputy Daniel Gillespie

City Councilmembers Absent:

Mayor Jim Olk

The regular City Council meeting was called to order at 6:30 pm.

Citizen Input

1. Citizen Input

There was no citizen input at this meeting.

Community Interest

2. Items of Community Interest.

Mayor Pro Tem Peele gave items of community interest including:

- Keep Lucas Beautiful Spring Cleanup
- Founders Day Country Fair
- 2024 General and Special Elections

Consent Agenda

3. Consent Agenda:

A. Approval of minutes of March 07, 2024, City Council meeting.

B. Adoption of Ordinance #2024-03-00998 approving amendments to the City of Lucas Code of Ordinances, Chapter 14 titled “Zoning” in its entirety.

Councilmember Fisher requested to remove both items from consent. Councilmember Fisher indicated there were corrections made to the March 07, 2024, meeting minutes in item 3A.

MOTION: A motion was made by Councilmember Fisher, seconded by Councilmember Johnson to approve the March 07, 2024, meeting minutes with corrections. The motion passed unanimously by a 6 to 0 vote.

Councilmember Fisher indicated there were corrections made to the ordinance amending Chapter 14 “Zoning” in item 3B. The City Council agreed on adding additional modifications to the ordinance:

Section 14.03.355 (9) – “Pedestrian walkways within the development shall be differentiated from driving surfaces through a change in elevation or materials.”

Section 14.04.122 (b) – “Visibility triangles will be maintained at all street intersections. The minimum triangle shall be thirty-five feet (35') along each right-of-way line. No fence, structure, or planting higher than two feet (2') above the established street grades, nor any tree shall be permitted within this area.”

Section 14.04.342 (b)(1) – “In any zoning district, antennas that are six feet (6') or less in diameter including satellite earth stations.”

Councilmember Fisher suggested adding impervious coverage requirements under the Light Industrial District and the City Council agreed to bring this recommendation back at a later date when reviewing accessory buildings as it would require a public hearing.

MOTION: A motion was made by Councilmember Johnson, seconded by Councilmember Kuykendall to adopt Ordinance #2024-03-00998 approving amendments to the City of Lucas Code of Ordinances, Chapter 14 titled “Zoning” in its entirety with corrections. The motion passed unanimously by a 6 to 0 vote.

Executive Session

4. 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, for City Manager Evaluation.

City Council convened into Executive Session at 6:47 pm.

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

City Council reconvened from Executive Session at 7:09 pm with no action taken.

6. Adjournment.

MOTION: A motion was made by Councilmember Johnson, seconded by Councilmember Keer, to adjourn the meeting at 7:10 pm. The motion passed unanimously by a 6 to 0 vote.

APPROVED:

ATTEST:

Mayor Jim Olk

Toshia Kimball, City Secretary

Interlocal Cooperation Agreement for Temporary Use of Fire Apparatus

This Interlocal Cooperation Agreement for Temporary Use of Fire Apparatus (“Agreement”) is entered into by and between the City of Lucas, Texas (“Lucas”) and the Town of Fairview, Texas (“Fairview”) (collectively the “Parties” and singularly a “Party”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the Parties recognize that the Parties have in the past desired to loan and/or borrow Fire Apparatus owned by the other Party on a temporary basis due to temporary shortages in available apparatus to prevent and fight fires and render other emergency services; and

WHEREAS, this Agreement is not intended to replace or modify any current interlocal cooperation agreement for mutual aid between the Parties; and

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

WHEREAS, each Party, in performing governmental functions, or in paying for the performance of governmental functions herein, shall make that performance or those payments from current revenues legally available to such Party;

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

Article I Recitals Incorporated

The recitals to this Agreement are found to be true and incorporated herein.

Article II Purpose

The purpose of this Agreement is to outline the requirements and procedures for the Parties to temporarily borrow Fire Apparatus from each other. This Agreement is not intended to replace or amend any other existing Agreements that the Parties have entered except as expressly provided for herein.

Article III Definitions

Unless the context clearly means otherwise the following words or phrases shall have the following meanings:

“Fire Apparatus” shall mean any fire prevention automobile owned by either Party that is used by a fire prevention agency to transport firefighters, extinguishing equipment and agents, and other firefighting materials to the scene of a fire or other emergency; also commonly known as fire engine or fire truck.

“Fire Chief” shall mean the Fire Chief of the respective Party, or designee.

“Requesting Party” shall mean the Party requesting to temporarily borrow Fire Apparatus under this Agreement.

“Responding Party” means the Party temporarily loaning Fire Apparatus under this Agreement to the Requesting Party.

Article IV

Term

4.1 The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution by the Parties (the “Effective Date”). Thereafter, this Agreement shall automatically renew for successive terms of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

4.2 Either Party may terminate this Agreement by providing ninety (90) days prior written notice to terminate to the other Party.

Article V

Limitations

5.1 This Agreement is for the temporary borrowing of Fire Apparatus by the Requesting Party to be used solely for fire prevention services within the jurisdiction of the Requesting Party.

5.2 If the Responding Party is not able to temporarily loan any requested Fire Apparatus based on the needs or requirements of the Responding Party as determined solely by the Responding Party’s Fire Chief, the Responding Party department will advise the Requesting Party’s fire department and the Responding Party shall not be required to loan the Fire Apparatus.

Article VI

Liability; Immunity

6.1 Damages and Costs. A Requesting Party shall be required to reimburse a Responding Party for damages and costs incurred during its possession of any Fire Apparatus loaned by the Responding Party. For the purposes of this paragraph those costs include, but are not limited to, the cost to re-fuel the Fire Apparatus to the same level of fuel it contained at the time that the Requesting Party took possession of the Fire Apparatus.

6.2 Workers' Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

6.3 General Liability Coverage; Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws. A Requesting Party shall acquire and maintain, during the entire period of time that it has possession of any Fire Apparatus that it borrows under this Agreement (and until the Fire Apparatus is returned to the sole possession of the Responding Party): (a) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$2,000,000.00; and (b) automobile liability coverage that covers any liability related to a Requesting Party's possession, use, or misuse of any Fire Apparatus borrowed under this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Coverage in said policies must be on a "per-occurrence" basis. All such insurance shall: (i) be issued by the Texas Municipal League Intergovernmental Risk Pool or a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the Responding Party as an additional insured and include a waiver of subrogation endorsement in favor of the Responding Party. Before taking possession of any Fire Apparatus, the Requesting Party shall provide the Responding Party with certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the Responding Party as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the Responding Party shall receive written notice of such cancellation, non-renewal or modification.

6.4 Liability; Indemnification. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in its use or misuse of any Fire Apparatus that it borrows under this Agreement. **A REQUESTING PARTY HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY A RESPONDING PARTY AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE RESPONDING PARTY OR ANY OF THE RELEASED PARTIES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES AND RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF A REQUESTING PARTY, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND/OR AGENTS RELATED TO THE REQUESTING PARTY'S**

POSSESSION, USE, OR MISUSE OF ANY FIRE APPARATUS BORROWED UNDER THIS AGREEMENT.

6.5 Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are in the possession of and Fire Apparatus it has borrowed under this Agreement.

6.6 No Waiver of Immunity. Except as required by applicable law, no Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and the performance of the covenants contained herein.

**Article VII
Miscellaneous**

7.1 Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement may not be assigned by a Party without the prior written consent of the other Party.

7.2 Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered to the following addresses:

If intended for Lucas, to:

Attn: City Manager
City of Lucas
665 Country Club Road
Lucas, Texas 75002

With a copy to:

Attn: Fire Chief
City of Lucas
165 Country Club Road
Lucas, Texas 75002

With a copy to:

Attn: Joe Gorfida
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
Suite 1800, Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Fairview, to:

Attn: Town Manager
Town of Fairview, Texas
372 Town Place
Fairview, Texas 75069

With a copy to:

Attn: Fire Chief
Fairview Fire Department
372 Town Place
Fairview, Texas 75069

With a copy to:

Attn: Town Attorney
Wolfe, Tidwell & McCoy, LLP
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

7.4 Governing Law. This Agreement will be governed by the laws of the State of Texas, and venue for any action concerning this Agreement will be in a State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of such court.

7.5 Legal Construction. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.6 Recitals. The recitals to this Agreement are incorporated herein.

7.7 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

7.8 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for all purposes.

7.9 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

7.10 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

7.11 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination. Section 6.4 and all other provisions related to indemnity shall survive the termination of this Agreement.

7.12 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

EXECUTED this the _____ day of _____, 2024.

City of Lucas, Texas

By: _____
Joni Clarke, Lucas City Manager

Town of Fairview, Texas

By: _____
Julie Couch, Fairview Town Manager

STATE OF TEXAS

§

INTERLOCAL COOPERATION AGREEMENT
FOR AUTOMATIC FIRE AND EMS ASSISTANCE

COLLIN COUNTY

§

§

§

This Interlocal Cooperation Agreement for Automatic Fire and EMS Assistance (“Agreement”) is entered into by and between the City of Lucas, Texas (“Lucas”) and the Town of Fairview, Texas (“Fairview”) (collectively the “Parties” and singularly a “Party”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the Parties recognize that automatic aid and mutual aid has been provided in the past and have determined that it is in their best interests to create a plan to foster communication and the sharing of equipment, facilities and trained personnel in the event of an emergency; and

WHEREAS, the Parties previously entered into that certain Agreement for Mutual Aid Agreement service (the “ILA”) dated February 2015; and

WHEREAS, the Parties desire to replace the “Interlocal Automatic Mutual Aid Agreement” dated February 2015 with this Agreement; and

WHEREAS, this Agreement is not intended to replace or modify the current Agreement for Mutual Aid in Disaster Assistance, as amended, between the Parties for Disaster or Civil Emergencies, and assistance under this Agreement shall be considered a separate “pre-planned” automatic-aid response; and

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

WHEREAS, each Party, in performing governmental functions, or in paying for the performance of governmental functions herein, shall make that performance or those payments from current revenues legally available to such Party;

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

Article I
Recitals Incorporated

The recitals to this Agreement are found to be true and incorporated herein.

Article II
Purpose

The purpose of this Agreement is to outline the procedures for automatic assistance response between Lucas Fire-Rescue and Fairview Fire-Rescue. This Agreement is a guide for routine operations and is not intended to replace or amend any other existing Agreements that the Parties have entered except as expressly provided for herein. The automatic assistance rendered under this Agreement shall be considered as a “pre-planned” automatic-aid response conducted under the authority of the existing Agreements for Mutual Aid and Disaster Assistance to which both Cities are a Party.

Article III
Definitions

Unless the context means otherwise the following words or phrases shall have the following meanings:

“Fire Chief” shall mean the Fire Chief of the respective Party, or designee.

“NIMS (National Incident Management System)” shall mean a system designed to enable effective and efficient domestic incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organization structure, designed to enable effective and efficient domestic incident management.

“Requesting Party” shall mean the City requesting automatic assistance under this Agreement.

“Responding Party” means the City providing assistance in response to a request under this Agreement, furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

“Jurisdiction” shall mean the corporate limits and extraterritorial jurisdiction of either party and does not include Municipal Utility Districts or other special districts having separate governing bodies, except if such districts are under a contract for service with either party.

Article IV
Term

4.1 The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution by the Parties (the “Effective Date”). Thereafter, this Agreement shall automatically renew for successive terms of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

4.2 Either Party may terminate this Agreement by providing ninety (90) days prior written notice to terminate to the other Party.

Article V
Amount and Type of Assistance; Limitations

5.1 This Agreement is for the pre-planned exchange of fire service, Emergency Medical Service (EMS), and other emergency response services in each city's Jurisdiction. Fire apparatus Mobile Intensive Care Unit (MICU) (medical), Special Operations (rescue), and Hazardous Materials units (HazMat) will respond to emergencies, if designated, to any location within the Requesting Party's Jurisdiction. Companies required in addition to a first level response will be requested in accordance with standing procedures established in the Interjurisdictional Mutual Aid Agreement dated July 7, 2008, Agreement for Mutual Aid and Disaster Assistance.

5.2 If the agreed upon response from Responding Party is not available or is temporarily depleted, the Responding Party department will advise the Requesting Party department and the Responding Party department shall not be required to respond; provided, however, a fill-in company which is in quarters at a fire station of the Responding Party department that is the subject of this Agreement shall respond.

Article VI
Response Areas

6.1 Fire response Jurisdictions are defined under Article III.

Article VII
Incident Management; and Incident Reporting

7.1 It is agreed that both Parties will use the National Incident Management System ("NIMS") in the management of incidents in which there is a joint response. Upon arrival, the first arriving company at the emergency scene will assume command in accordance with its Department's incident management procedure and may promptly transfer such command to an officer of the department in whose jurisdiction the emergency is occurring. Nothing in this Agreement shall preclude an officer operating in a Jurisdiction for which such person is not employed, from requesting additional resources as appropriate from the Jurisdiction in which the emergency is occurring.

7.2 A fire department EMS report will be completed by each fire department providing patient care which will document care given up to the point of patient transfer.

7.3 A fire department National Fire Incident Reporting System (NFIRS) report will be completed for each incident by each fire department providing response to the scene.

7.4 In those cases in which no unit of the Requesting Party receiving automatic assistance is present, the Responding Party Fire Department will complete a NFIRS report for its department showing either "Automatic Aid Given" or "Mutual Aid Given", whichever is

appropriate and call the designated station of the Requesting Party which will create a NFIRS report showing “Automatic Aid Received” or “Mutual Aid Received”, whichever is appropriate.

**Article VIII
Communications Procedures**

To expedite the initiation of response under this Agreement, communications will be handled by the Wylie Public Safety Communication Center.

**Article IX
Liability; Immunity**

9.1 Employee Compensation. A Requesting Party shall not be required to pay any compensation to the Responding Party for the services rendered by employees of the Responding Party pursuant to this Agreement. Personnel who are assigned, designated, or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the Jurisdiction of the Party where the personnel are regularly employed. Moreover, all medical expenses, wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Party in which the employee in question is regularly employed.

9.2 Cost Limitations. A Requesting Party shall not be required to reimburse a Responding Party for costs incurred during automatic assistance provided herein.

9.3 Workers' Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

9.4 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

9.5 Liability. To the extent permitted by law and without waiving sovereign immunity or any other limitation on liability, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing automatic assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

9.6 Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

9.7 Waiver of Claims. Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity, limitation, or defense on behalf of itself, its officers, employees, and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

**Article X
Miscellaneous**

10.1 Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement may not be assigned by a Party without the prior written consent of the other Party.

10.2 Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered to the following addresses. If intended for Lucas, to: With a copy to:

Attn: Joni Clarke
City Manager
City of Lucas, Texas
665 Country Club Road
Lucas, Texas 75002

Ted Stephens
Fire Chief
Lucas Fire-Rescue
165 Country Club Road
Lucas, Texas 75002

With a copy to:

Attn: Joe Gorfida
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
Suite 1800, Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Fairview, to:

With a copy to:

Attn: Julie Couch
Town Manager
Town of Fairview, Texas
372 Town Place
Fairview, Texas 75069

Attn: Jeff Bell
Fire Chief
Fairview Fire Department
372 Town Place
Fairview, Texas 75069

With a copy to:

Attn: Clark McCoy
Town Attorney
Wolfe, Tidwell & McCoy, LLP
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

10.3 Governing Law. This Agreement will be governed by the laws of the State of Texas, and venue for any action concerning this Agreement will be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

10.4 Legal Construction. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

10.5 Recitals. The recitals to this Agreement are incorporated herein.

10.6 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

10.7 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for all purposes.

10.8 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

10.9 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

10.10 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

10.11 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

(Signature Page to Follow)

EXECUTED this the _____ day of _____, 2024.

CITY OF LUCAS, TEXAS

By: _____
Joni Clarke, City Manager

APPROVED AS TO FORM:

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

EXECUTED this the _____ day of _____, 2024.

TOWN OF FAIRVIEW, TEXAS

By:  _____
Julie Couch, Town Manager

APPROVED AS TO FORM:

By:  _____
Clark McCoy, Town Attorney



City of Lucas

City Council Agenda Request

April 04, 2024

Item No. 04

Requester: Public Works Director Scott Holden, PE

Agenda Item Request

Consider authorizing the City Manager to the following:

- A. Enter into an agreement between the State of Texas, acting by and through the Texas Department of Transportation, and the City of Lucas for the Advance Funding Agreement for a project using funds held in the State Highway 121 Subaccount for the design and construction of the West Lucas Road Reconstruction Project.
- B. Restrict the following City of Lucas funding resources toward the completion of the West Lucas Road Reconstruction Project:
 - General Fund 2019 Certificates of Obligation remaining balance in the amount of \$2,285,693
 - Interest earnings from General Fund 2019 Certificates of Obligation (March through September 2024) in the amount of \$126,729
 - Interest earnings from Collin County Funding (as of February 2024) in the amount of \$115,428

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.

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

- 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.

The City Council provided directions to staff to submit a funding request for Regional Toll Revenue (RTR) funding. This program is administered by the North Central Texas Council of Governments (NCTCOG) and through the Regional Transportation Council (RTC) acting in the capacity of Metropolitan Planning Organization (MPO) whereby it administers a suite of Federal, State and Local programs for regional transportation projects. The RTR program utilizes toll revenue from the State Highway 121 (SH121) project in collaboration with the Texas Department of Transportation (TxDOT) and the North Texas Tollway Authority (NTTA) to advance regionally significant transportation infrastructure.

On July 28, 2023, staff submitted a funding request in the estimated amount of \$22,677,850 to the NCTCOG for funding consideration from the Transportation Improvement Program (TIP).



City of Lucas

City Council Agenda Request

April 04, 2024

Item No. 04

The Regional Transportation Council (RTC) approved an allocation of \$7,600,000 in RTC funds for the West Lucas Road Reconstruction Project. To accept these regional funds, the City of Lucas must execute an Advance Funding Agreement with TxDOT to allow the funds to be transferred to the City for the project.

On January 19, 2024, TxDOT submitted the Advance Funding Agreement for a project using funds held in the State Highway 121 Subaccount. The agreement is between the State of Texas, acting by and through TxDOT, and the City of Lucas.

Attachments/Supporting Documentation

1. Advance Funding Agreement between the State of Texas, acting by and through the Texas Department of Transportation, and the City of Lucas
2. West Lucas Road Reconciliation Worksheet (Projected Budget and Revenue Sources)

Budget/Financial Impact

The total estimated project costs for the West Lucas Road Reconstruction Project include the following:

• Projected Project Costs	\$22,677,850
• <u>Funding Resources (including \$7,600,000 RTC funding)</u>	\$20,150,000
Net Project Shortfall	\$2,527,850

Recommendations

Staff recommends the following:

- Enter into the Advance Funding Agreement for a project using funds held in the State Highway 121 Subaccount for the design and construction of the West Lucas Road Reconstruction Project.
- Restrict the following City of Lucas Funding Resources to complete the project:
 - General Fund 2019 Certificates of Obligation remaining balance in the amount of \$2,285,693
 - Interest earnings from General Fund 2019 Certificates of Obligation (March through September 2024) in the amount of \$126,729
 - Interest earnings from Collin County Funding (as of February 2024) in the amount of \$115,428



Item No. 04

City of Lucas
City Council Agenda Request
April 04, 2024

Motion

I make a motion to approve/deny authorizing the City Manager to the following:

- A. Enter into an agreement between the State of Texas, acting by and through the Texas Department of Transportation, and the City of Lucas for the Advance Funding Agreement for a project using funds held in the State Highway 121 Subaccount for the design and construction of the West Lucas Road Reconstruction Project.
- B. Restrict the following City of Lucas funding resources toward the completion of the West Lucas Road Reconstruction Project:
 - General Fund 2019 Certificates of Obligation remaining balance in the amount of \$2,285,693
 - Interest earnings from General Fund 2019 Certificates of Obligation (March through September 2024) in the amount of \$126,729
 - Interest earnings from Collin County Funding (as of February 2024) in the amount of \$115,428

CSJ:	0918-24-303	AFA ID:	Z00009057
Project Name:	W. Lucas Rd. to FM 2551		
Limits:	Country Club (FM 1378) to Angel Parkway (FM 2551)		
District:	18-Dallas		
City Code:	25670 – City of Lucas		
Funding Source:	(SH 121 Subaccount)		

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A PROJECT USING FUNDS HELD IN THE
STATE HIGHWAY [121] SUBACCOUNT**

Roadway Construction

(Off State System)

THIS AGREEMENT (the Agreement) is between the State of Texas, acting by and through the Texas Department of Transportation (the State), and the **City of Lucas** (Local Government), collectively, the “Parties.”

WITNESSETH

WHEREAS, the State has received money from the North Texas Tollway Authority for the right to develop, finance, design, construct, operate, and maintain **the SH 121 toll project from Business SH 121 in Denton County to US 75 in Collin County (“SH 121 payments”)**; and

WHEREAS, pursuant to Transportation Code, 228.006 the State shall authorize the use of surplus revenue of a toll project for a transportation project, highway project, or air quality project within the district of the Texas Department of Transportation in which any part of the toll project is located; pursuant to Transportation Code, §228.012 the State has created a separate subaccount in the state highway fund to hold such money **SH 121 Subaccount**, and the State shall hold such money in trust for the benefit of the region in which a project is located, and may assign the responsibility for allocating money in the subaccount to a metropolitan planning organization (MPO); and

WHEREAS, in Minute Order 110727, dated October 26, 2006, the Texas Transportation Commission (the “Commission”) approved a memorandum of understanding (MOU) with the Regional Transportation Council (RTC), which is the transportation policy council of the North Central Texas Council of Governments (NCTCOG) and a federally designated MPO, concerning in part the administration, sharing, and use of surplus toll revenue in the region; under the MOU the RTC shall select projects to be financed using surplus revenue from a toll project, subject to Commission concurrence; and

WHEREAS, the Local Government has requested money from the **SH 121 Subaccount** for: the **preparation of preliminary engineering (design schematic, environmental**

CSJ:	0918-24-303	AFA ID:	Z00009057
Project Name:	W. Lucas Rd. to FM 2551		
Limits:	Country Club (FM 1378) to Angel Parkway (FM 2551)		
District:	18-Dallas		
City Code:	25670 – City of Lucas		
Funding Source:	(SH 121 Subaccount)		

documents/public involvement), plans, specifications and estimates (PS&E), and the reconstruction and of a 2-lane undivided roadway to a 4-lane divided roadway on West Lucas Road from Country Club (FM 1378) to Angel Parkway (FM 2551) in the City of Lucas (Project); the RTC has selected the Project to be funded from the SH 121 Subaccount; and the Commission concurred in the selection and authorized the expenditure of money from the **SH 121 Subaccount** with Minute Order No. **116195**, dated **January 27, 2022**]; and

WHEREAS, the Local Government is a political subdivision and governmental entity by statutory definition; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 authorize the State to contract with municipalities and political subdivisions to perform governmental functions and services; and

WHEREAS, NCTCOG and the RTC should have authority to assist the Local Government’s implementation of financial reporting and environmental review related to a transportation project funded by the State using money from the **SH 121** Subaccount.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

Article 1. Time Period Covered

This Agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding

The State will pay money to the Local Government from the **SH 121** Subaccount in the amounts specified in Attachment A, Payment Provision and Work Responsibilities. Except as provided in the next succeeding sentence, the payments will begin no later than upon the later of the following: (1) fifteen days after the Legislative Budget Board and the Governor each approve the expenditure, in accordance with Rider 25 of the Texas Department of Transportation bill pattern in **Senate Bill 1, 87th** Legislature; and (2) thirty days after execution of this Agreement. If Attachment A shows that the RTC has allocated payments to the Local Government for a certain expenditure (e.g. construction) for the Project in a certain fiscal year, then the State will make the payment from the SH 121 Subaccount to the Local Government for such expenditure no later than 30 days after the beginning of the designated Fiscal Year. A Fiscal Year begins on September 1 (for example, the **2024** Fiscal Year began September 1, **2023**).

CSJ:	0918-24-303	AFA ID:	Z00009057
Project Name:	W. Lucas Rd. to FM 2551		
Limits:	Country Club (FM 1378) to Angel Parkway (FM 2551)		
District:	18-Dallas		
City Code:	25670 – City of Lucas		
Funding Source:	(SH 121 Subaccount)		

Article 3. Separate Account; Interest

All funds paid to the Local Government shall be deposited into a separate account, and interest earned on the funds shall be kept in the account. Interest earned may be used only for the purposes specified in Attachment A, Payment Provision and Work Responsibilities, and only after obtaining the written approval of the RTC. The Local Government’s use of interest earned will not count towards the local match requirement set forth in this Agreement.

Article 4. Shortfalls in Funding

The Local Government shall apply all funds to the scope of work of the Project described in Attachment A, Payment Provisions and Work Responsibilities, and to none other. All cost overruns are the responsibility of the Local Government. However, should the funds be insufficient to complete the work contemplated by the Project, the Local Government may make further request to the RTC and the State for additional funds from the **SH 121** Subaccount. Funds may be increased only through an amendment to this Agreement. If the **SH 121** Subaccount does not contain sufficient funds to cover the balance necessary to complete the Project, or if the RTC or the Commission decline the request for any other reason, then the Local Government shall be responsible for any shortfall.

Article 5. Return of Project Funding

The Local Government shall reimburse the State for any funds paid under this Agreement that are not expended in accordance with the requirements of this Agreement. Upon completion of the Project, the Local Government will issue a signed “Notification of Completion” document to the State acknowledging the Project’s completion. If at project end, or upon termination of this Agreement, excess **SH 121** Subaccount funds exist, including interest earned, such funds shall be returned to the State within 30 days. Except for funds the Local Government has already expended in accordance with the Agreement, the State may request the Local Government return to the State the funds paid under this Agreement together with any interest earned on the funds if the Project is not completed within 10 years of execution of the Agreement.

Article 6. Local Match

The Local Government shall be responsible for the required local match as described in Attachment A, Payment Provisions and Work Responsibilities. The costs incurred by the Local Government prior to the execution of this Agreement will count towards the local match requirement provided such costs are for RTC-approved phases as shown in Attachment A. At the end of each Fiscal Year the Local Government’s cumulative expenditures of local match funds must be no less than the required match of the cumulative **SH 121** Funds received by the Local Government up to that date under the Agreement, and must be for the uses approved for payments of **SH 121** Funds up to that date as specified in Attachment A, Payment Provision and Work Responsibilities.

Article 7. Procurement and Contracting Process

The State may review the Local Government’s procurement of professional services for engineering, surveying, and right of way acquisition, letting of construction contracts, and conduct of construction management and inspection. The Local Government shall certify

CSJ:	0918-24-303	AFA ID:	Z00009057
Project Name:	W. Lucas Rd. to FM 2551		
Limits:	Country Club (FM 1378) to Angel Parkway (FM 2551)		
District:	18-Dallas		
City Code:	25670 – City of Lucas		
Funding Source:	(SH 121 Subaccount)		

compliance with state law and regulations, and with local laws, regulations, rules, policies, and procedures. The Local Government shall maintain a copy of the certification in the project files.

Article 8. Design Standards and Construction Specifications

The Local Government shall implement the Project using the Local Government’s established design standards, construction specifications, procurement processes, and construction management and inspection procedures, when the Project is not on the state highway system. Otherwise, the Local Government shall implement the Project using the State’s established design standards, construction specifications, procurement processes, and construction management and inspection procedures.

Article 9. Right of Way

Except for right of way owned by the State or to be acquired by the State according to the plans of the Project as approved by the State, the Local Government shall acquire all necessary right of way needed for the Project. Right of way acquisition is an eligible cost for reimbursement provided such cost is an RTC-approved phase as shown in Attachment A.

Article 10. Utilities

(On-System) The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State’s request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

(Off-System) The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with State laws and regulations and local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government must obtain advance approval for any variance from established procedures. The RTC-approved costs for utilities as shown in Attachment A, if any, shall be used to adjust, remove, or relocate utility facilities.

Article 11. Compliance with Laws, Environmental Review and Public Involvement

(On-System) The State will provide Environmental Review according to, but not limited to, 43 T.A.C. Section 2.41 et.seq. When required, the Local Government shall furnish the State with satisfactory proof of compliance. Each Party shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any

CSJ:	0918-24-303	AFA ID:	Z00009057
Project Name:	W. Lucas Rd. to FM 2551		
Limits:	Country Club (FM 1378) to Angel Parkway (FM 2551)		
District:	18-Dallas		
City Code:	25670 – City of Lucas		
Funding Source:	(SH 121 Subaccount)		

courts, administrative bodies or tribunals affecting the performance of this Agreement as applicable to it.

(Off-System) Each Party shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative bodies or tribunals affecting the performance of this Agreement as applicable to it. When required, the Local Government shall furnish the State with satisfactory proof of compliance. As provided in 43 TAC 2.3(b)(1)(A), the State’s environmental review requirements do not apply to the Project because the State is funding the Project solely with money held in a project subaccount created under Transportation Code, Section 228.012. However, the Local Government shall ensure that the project complies with all environmental review and public involvement requirements applicable to the Local Government under State and federal law in connection with the Project. The Local Government shall obtain the opinion of legal counsel showing the Local Government’s environmental review and public involvement for the Project complies with state law and regulations, and with local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government shall maintain a copy of the certification in the project files.

Article 12. Compliance with Texas Accessibility Standards and ADA

The Local Government shall ensure that the plans for and the construction of the Project are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336).

Article 13. Work Outside the Project Site

The Local Government shall provide both the necessary right of way and any other property interests needed for the Project.

Article 14. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 15. Audit

Within 120 days of completion of the Project, the Local Government shall perform an audit of the costs of the Project. Any funds due to the State will be promptly paid by the Local Government.

CSJ:	0918-24-303	AFA ID:	Z00009057
Project Name:	W. Lucas Rd. to FM 2551		
Limits:	Country Club (FM 1378) to Angel Parkway (FM 2551)		
District:	18-Dallas		
City Code:	25670 – City of Lucas		
Funding Source:	(SH 121 Subaccount)		

Article 16. Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

Article 17. Responsibilities of the Parties

- a. The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.
- b. To the extent permitted by law, the Local Government agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the Local Government, its contractor(s), subcontractor(s), agents and employees, and from any claims or amounts arising or recovered under the "Workers' Compensation laws"; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
- c. The Parties expressly agree that the Project is not a joint venture or enterprise. However, if a court should find that the Parties are engaged in a joint venture or enterprise, then the Local Government, to the extent provided by law, agrees to pay any liability adjudicated against the State for acts and deeds of the Local Government, its employees or agents during the performance of the Project.
- d. To the extent provided by law, the Local Government shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney's fees which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which may be imposed on the State as a result of such activities by the Local Government, its agents, or employees.

CSJ:	0918-24-303	AFA ID:	Z00009057
Project Name:	W. Lucas Rd. to FM 2551		
Limits:	Country Club (FM 1378) to Angel Parkway (FM 2551)		
District:	18-Dallas		
City Code:	25670 – City of Lucas		
Funding Source:	(SH 121 Subaccount)		

Article 18. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City of Lucas Attention: City Manager 665 Country Club Road Lucas, TX 75002	Texas Department of Transportation Attn: Director of Contract Services 125 East 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 19. Right of Access

If the Local Government is the owner or otherwise controls access to any part of site of the Project, the Local Government shall permit the State or its authorized representative access to the site to perform any activities authorized in this Agreement.

Article 20. Project Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement by the Local Government shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the format directed by the State. The originals shall remain the property of the Local Government.

Article 21. Inspection of Books and Records

The Local Government shall keep a complete and accurate record to document the performance of the work on the Project and to expedite any audit that might be conducted. The Local Government shall maintain records sufficient to document that funds provided under the Agreement were expended only for eligible costs that were incurred in accordance with all applicable state and local laws, rules, policies, and procedures, and in accordance with all applicable provisions of this Agreement. The Local Government shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State for review and inspection during the contract period and for seven (7) years from the date of completion of work defined under this Agreement or until any pending litigation or claims are resolved, whichever is later. Additionally, the State shall have access to all governmental

CSJ:	0918-24-303	AFA ID:	Z00009057
Project Name:	W. Lucas Rd. to FM 2551		
Limits:	Country Club (FM 1378) to Angel Parkway (FM 2551)		
District:	18-Dallas		
City Code:	25670 – City of Lucas		
Funding Source:	(SH 121 Subaccount)		

records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 22. NCTCOG

Acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of NCTCOG and RTC to assist the Local Government’s implementation of financial reporting and environmental review concerning the Project. The Local Government shall provide to NCTCOG on a monthly basis a report of expenses, and, if applicable, include the Local Government’s expenditure of local match funds. The report shall list separately the expenditures by project phase as shown in Attachment A, including but not limited to engineering, environmental review, right of way acquisition, and construction. The report shall also describe interest earned on money from the **SH 121** Subaccount, including the interest rate, interest earned during the month, and cumulative interest earned. The report shall further describe the status of developing the Project. Not less than 60 days before the environmental review document is submitted to the governing body of the Local Government for final approval, the Local Government shall submit the document to NCTCOG for review and comment. NCTCOG may provide the Local Government technical assistance on the environmental review of the Project as mutually agreed between NCTCOG and the Local Government.

Article 23. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 24. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

Article 25. Termination

The Agreement may be terminated in the following manner:

- a. By mutual written agreement and consent of both parties;
- b. By either party upon the failure of the other party to fulfill the obligations set forth herein, after a 45 day period to cure after receiving written notice of non-compliance;
- c. By the State if the Local Government does not let the construction contract for the Project within one year after the State first provides SH 121 Funds for construction as shown in Attachment A, Payment Provision and Work Responsibilities;
- d. By the State if the Local Government does not complete the Project within ten years after the effective date of the Agreement.

CSJ:	0918-24-303	AFA ID:	Z00009057
Project Name:	W. Lucas Rd. to FM 2551		
Limits:	Country Club (FM 1378) to Angel Parkway (FM 2551)		
District:	18-Dallas		
City Code:	25670 – City of Lucas		
Funding Source:	(SH 121 Subaccount)		

Article 26. Work by Debarred Person

The Local Government shall not contract with any person that is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

Article 27. Sole Agreement

The Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement’s subject matter.

Article 28. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement. The Local Government may assign its interests under the Agreement only with the written approval of the State.

Article 29. Remedies

The Agreement shall not be considered as specifying an exclusive remedy for a breach of the Agreement. All remedies existing at law or in equity are available to either Party and are cumulative.

Article 30. Legal Construction

If a provision of the Agreement shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision, and the Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

Article 31. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

CSJ:	0918-24-303	AFA ID:	Z00009057
Project Name:	W. Lucas Rd. to FM 2551		
Limits:	Country Club (FM 1378) to Angel Parkway (FM 2551)		
District:	18-Dallas		
City Code:	25670 – City of Lucas		
Funding Source:	(SH 121 Subaccount)		

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature

Typed or Printed Name

Typed or Printed Title

Date

CSJ:	0918-24-303	AFA ID:	Z00009057
Project Name:	W. Lucas Rd. to FM 2551		
Limits:	Country Club (FM 1378) to Angel Parkway (FM 2551)		
District:	18-Dallas		
City Code:	25670 – City of Lucas		
Funding Source:	(SH 121 Subaccount)		

ATTACHMENT A

Payment Provision and Work Responsibilities

For **CSJ# 0918-24-303**, the State will pay **\$7,600,000** from the **SH 121** Subaccount for **preparation of preliminary engineering (design schematic, environmental documents/public involvement), plans, specifications, and estimates (PS&E), and the reconstruction and of a 2-lane undivided roadway to a 4-lane divided roadway on West Lucas Road from Country Club (FM 1378) to Angel Parkway (FM 2551) in the City of Lucas.**

In accordance with the allocation of funds approved by the RTC, and concurred with by the Texas Transportation Commission, the State will make the payments for the following work in the following Fiscal Years:

Description	Fiscal Year	Total Estimated Cost	Regional Toll Revenue (RTR) SH 121 Subaccount Funds Participation	Regional Toll Revenue (RTR) SH 161 Subaccount Funds Participation	Local Government Participation
Engineering	2024	\$750,000	\$600,000	\$0	\$150,000
Right of Way	2024	\$3,750,000	\$3,000,000	\$0	\$750,000
Construction	2024	\$5,000,000	\$4,000,000	\$0	\$1,000,000
TOTAL		\$9,500,000	\$7,600,000	\$0	\$1,900,000

The Local Government required Local Match: **\$1,900,000**.

Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State. The notice shall certify that the Project has been completed, all necessary inspections have been conducted, and the Project is open to traffic.

**WEST LUCAS ROAD
RECONCILIATION WORKSHEET**

REVENUE SOURCES

<u>Funding Source</u>	<u>Design</u>	<u>Right of Way Acquisition</u>	<u>Construction</u>	<u>Total</u>	<u>Notes</u>
State (TxDOT) RTR	600,000.00	3,000,000.00	4,000,000.00	7,600,000.00	
Collin County				8,365,180.00	City Received \$4,182,590 on 4/22/21
City of Lucas				<u>4,184,820.00</u>	

TOTAL REVENUE SOURCES \$ 20,150,000.00

PROJECTED BUDGET

	<u>CC 3/4/2021 & 5/19/2022 Budget</u>	<u>CC 4/15/2021</u>	<u>CC 6/15/2023 Design Alt</u>	<u>Additional Costs Alternate 2 Flush Shoulders</u>	<u>Contingency</u>	<u>Projected Budget</u>
Design	1,383,490.00		44,150.00	420,000.00	285,850.00	2,133,490.00
ROW/Easements	826,000.00			2,200,000.00	1,550,000.00	4,576,000.00
Construction	10,932,851.00			2,100,000.00	1,974,919.00	15,007,770.00
Material Testing	190,000.00					190,000.00
Inspection	143,590.00			135,000.00		278,590.00
Project Management	430,770.00		(44,150.00)			386,620.00
Survey and Mapping		105,380.00				105,380.00
TOTAL	\$ 13,906,701.00	\$ 105,380.00	\$ -	\$ 4,855,000.00	\$ 3,810,769.00	\$ 22,677,850.00

SHORT-FALL \$ 2,527,850.00

EXPENSES

FY 20/21	789,256.28
FY 21/22	701,793.72
FY 22/23	38,220.00
FY 23/24	
TOTAL PROJECT EXP:	<u><u>\$ 1,529,270.00</u></u>

ADDITIONAL RESOURCES:

General Fund 2019 CO (Balance as of Feb 2024)	\$ 2,285,693.00
Interest Collin County Funding (as of Feb 2024)	\$ 115,428.00
Interest General Fund 2019 CO (March - Sept 2024)	\$ 126,729.00
TOTAL ADDITIONAL FUNDING RESOURCES	<u><u>\$ 2,527,850.00</u></u>



City of Lucas

City Council Agenda Request

April 4, 2024

Item No. 05

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider approving the following as it relates to the Blondy Jhune Road Alignment Project:

- A. Payment in the amount of \$306,489 from Restricted Impact Fees account 11-1009-10 to Liberty Bankers Life Insurance Company for roadway improvements to the first 0.28 miles of Blondy Jhune Road east of FM 1378 in conformance with the approved Development Agreement.
- B. Reappropriation of capital project funds from fiscal year 2022/23 in the amount of \$306,489 to Blondy Jhune Road Alignment account 21-8210-491-300.

Background Information

On January 20, 2022, the City Council approved entering into the Development Agreement with Liberty Bankers Life Insurance Company for roadway improvements to the first 0.28 miles of Blondy Jhune Road east of FM 1378 and appropriating funds in an amount not to exceed \$306,489 from cash account 11-1009-10 (General Fund Roadway Impact Fees) to account 21-8210-491-300 (Blondy Jhune Road Alignment) and credit the owner for calculated roadway and water impact fees of \$289,374 per Section 3.2 of the Development Agreement.

Development Services and Engineering staff sent a letter of acceptance to Liberty Bankers Life Insurance Company for the Blondy Jhune Road improvements on March 11, 2024.

Attachments/Supporting Documentation

1. Development Agreement between the City of Lucas and Liberty Bankers Life Insurance Company (executed January 20, 2022)
2. Estimate of Probable Costs (dated July 12, 2021)

Budget/Financial Impact

The City's participation costs include the following:

- \$306,489 funding from Restricted Impact Fees account 11-1009-10.
- \$289,374 Credit in Impact Fees for permits issued.



City of Lucas

City Council Agenda Request

April 4, 2024

Item No. 05

Recommendation

Staff recommends the following:

- Payment in the amount of \$306,489 from Restricted Impact Fees account 11-1009-10 to Liberty Bankers Life Insurance Company per the approved Development Agreement as presented.
- Reappropriation of capital project funds from fiscal year 2022/23 in the amount of \$306,489 to Blondy Jhune Road Alignment account 21-8210-491-300.

Motion

I make a motion to approve/deny the following as it relates to the Blondy Jhune Road Alignment Project:

- A. Payment in the amount of \$306,489 from Restricted Impact Fees account 11-1009-10 to Liberty Bankers Life Insurance Company for roadway improvements to the first 0.28 miles of Blondy Jhune Road east of FM 1378 in conformance with the approved Development Agreement.
- B. Reappropriation of capital project funds from fiscal year 2022/23 in the amount of \$306,489 to Blondy Jhune Road Alignment account 21-8210-491-300.

been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of Roadway Facilities; (ii) all necessary permits for the construction of the Roadway Facility pursuant to the Construction Documents therefore have been issued by all applicable governmental authorities; and (iii) grading of the Roadway Facilities has commenced.

“Completion of Construction” shall mean: (i) the Roadway Facilities have been substantially completed in accordance with the Construction Documents; and (ii) the respective Roadway Facilities have been accepted by City.

“Construction Documents” shall mean the plans and specifications submitted for the design, installation and construction of the Roadway Facilities, as approved by City Engineer.

“Owner” shall mean Liberty Bankers Life Insurance Company . and any subsequent owner of any portion of the Property.

“Effective Date” shall mean the last date of execution of this Agreement.

“Force Majeure” shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, adverse market conditions, governmental approvals, laws, regulations, or restrictions, or other cause beyond the control of the Party.

“Property” shall mean the real property described and depicted in Exhibit “A-1” attached hereto.

“Roadway Improvements” shall mean the design and construction of the road base and concrete surface of Blondy Jhune Road as well as the design and construction of the 12” water line improvements and storm sewer improvements resulting from the roadway realignment. The base shall be twenty-six (26) feet wide and a sub-grade consisting of lime stabilized subgrade. The pavement shall be a minimum of eight (8) inches thick and twenty-four (24) feet wide of reinforced concrete pavement in accordance with the current City of Lucas Standard Construction Details and as depicted in Exhibit “C” in accordance with the Construction Documents. The water line shall be C900 Minimum DR 18 12” Water Pipe. The storm sewer shall be 24” Class III reinforced concrete pipe.

Article II

Term

The Term of this Agreement shall commence on the Effective Date and shall continue until the Parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated as provided herein.

Article III Roadway Facilities

3.1 Roadway Improvements. Owner agrees to design and construct the Roadway Improvements in accordance with the applicable standards, ordinances and regulations adopted by the City. Owner shall submit plans for the design and construction of the Roadway Improvements ("Construction Plans") to the City Engineer for review and approval. Subject to extensions for delay or caused by events of Force Majeure and to the City's approval of the Approved Plans, Owner agrees, at Owner's sole cost, to construct or cause the construction of the Roadway Improvements by 01/12/2024. Upon Completion of Construction Owner shall provide City with construction pay applications and maintenance bonds and such other records as City may reasonably request to document all the actual costs of the design and construction of the Roadway Improvements including but not limited to, affidavits of payment/affidavits as to debts and liens and any other evidence reasonably be required by City.

3.2 City's Participation. City agrees to credit the Owner the calculated roadway and water impact fees of \$289,374 for the proposed improvements. Such credit shall be paid quarterly to Owner as City receives such fees per building permit issued.

3.3 Maximum Participation. In addition, to the provisions of Section 3.2, the City agrees to pay Owner in an amount not to exceed \$306,489 (the "City's Cost Participation"). Owner shall be responsible for any costs that exceed the city's Cost Participation Amount. In no case shall the City Cost Participation to the Roadway Facility exceed thirty percent (30%) of the actual costs of design, engineering, site preparation and construction of any improvements, including buildings or the Roadway Facility itself, on the Property as required by the development regulations, whether constructed by Owner or another party ("the Development Infrastructure"), unless the contracts for construction of the Development Infrastructure have been procured and entered into in compliance with the applicable competitive sealed bid procedures set forth in Chapter 252 of the Texas Local Government Code, as amended.

Article IV Termination

This Agreement shall terminate upon any one of the following:

- (a) the written agreement of the parties;
- (b) the Expiration Date;
- (c) the election by either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof to the breaching party;
- (d) the election by the City, if the Owner suffers an Event of Bankruptcy or Insolvency;
- (e) the election by the City, if any Impositions owed to the City or the State of Texas by the Owner shall become delinquent (provided, however the Owner retains the right to timely and properly protest and contest any such Impositions); and

- (f) the election by the City, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

Article V Miscellaneous

5.1 Release. Upon the full and final satisfaction by City and Owner of their respective obligations contained herein, City and Owner shall execute and record, in the Deed Records of Collin County, a release of City and Owner from their obligations set forth herein.

5.2 Books and Records. Owner and City agree to make their respective books and records relating to the construction of the Project available for inspection by the other Party, until acceptance of the Project by City.

5.3 Indemnification/Hold Harmless. **OWNER DOES HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, EMPLOYEES, AND THIRD PARTY REPRESENTATIVES (COLLECTIVELY REFERRED TO AS "CITY") FROM ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION OF ANY KIND WHATSOEVER, STATUTORY OR OTHERWISE, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE AND LAWSUITS AND JUDGMENTS, INCLUDING COURT COST, EXPENSES AND ATTORNEY'S FEES, AND ALL OTHER EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM OWNER'S PERFORMANCE OF THIS AGREEMENT. THE FOREGOING RELEASE AND INDEMNITY SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

5.4 Project Plans. Except as otherwise provided herein, prior to Commencement of Construction, Owner shall submit all Construction Documents for all Roadway Facilities to City Engineer for review and approval.

5.5 Compliance with Laws. Except as otherwise provided herein, Owner shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Agreement and the work to be done hereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

5.6 Successors and Assigns. All obligations and covenants of Owner under this Agreement shall be binding on Owner, its successors and permitted assigns. Owner may not assign this Agreement without the prior written consent of City, which shall not be unreasonably withheld.

5.7 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto.

5.8 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among

the Parties. It is understood and agreed between the Parties that Owner, in satisfying the conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

5.9 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

5.10 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days after it is sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received when sent by courier or otherwise hand delivered.

If intended for Owner, to:

Liberty Bankers Life Insurance Company
Attn: Dave Wilcox
1605 LBJ Freeway, Suite 700
Dallas, TX. 75234

If intended for City, to:

City of Lucas
Attn: Joni Clarke, City Manager
665 Country Club Road
Lucas, Texas 75002

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

5.11 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary, agreements between the Parties and relating to the matters in this Agreement.

5.12 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in State District Court of competent jurisdiction in Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.13 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

5.14 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and

enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.15 Recitals. The recitals to this Agreement are incorporated herein and are found to be true and correct.

5.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

5.17 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

5.18 Survival of Covenants. The representations, warranties, covenants, and obligations of Owner set forth in this Agreement shall survive termination.

5.19 Recordation of Agreement. An original of this Agreement shall be recorded in the Deed Records of Collin County, Texas.

5.20 Covenants Run With Property. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on Owner and each and every subsequent owner of all or any portion of the Property but only during the term of such Party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of Owner which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

5.21 Effective Date. The effective date of this Development Agreement shall be the date on which this Development Agreement is approved by the City Council of the City.

(signature page to follow)

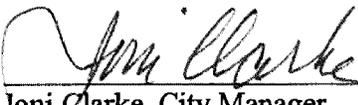
SIGNED AND AGREED this 20th day of January, 2022.

CITY:

OWNER:

City of Lucas, Texas

Liberty Bankers Life Insurance Company

By: 
Joni Clarke, City Manager

By: 
Dave J. Wilcox, Vice President
Real Estate Investments

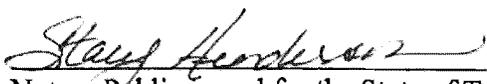
Approved as to Form:

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

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

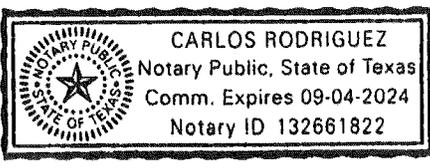
This instrument was acknowledged before me on the 20th day of January 2022, by Joni Clarke, City Manager of the City of Lucas, Texas, a municipal corporation on behalf of such municipal corporation.




Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ~~25th~~ day of February, 2022, by Dave J. Wilcox, VP – Real Estate Investments, Liberty Bankers Life Insurance Company.




Notary Public in and for the State of Texas

EXHIBIT "A-1"

LEGAL DESCRIPTION AND DEPICTION

SITUATED in the State of Texas, County of Collin and City of Lucas, being part of the Peter Lucas Survey, Abstract No. 537, part of the J. W. Kerby Survey, Abstract No. 506 and the James Grayum Survey, Abstract No. 354, being all of a Tract One: 18.381 acre tract (westerly) as in an Executor's Deed filed under County Clerk No. 20150226000210130 and 20161216001707590, all of a Tract Two: 18.381 acre tract (easterly) as filed under County Clerk No. 20150226000210120 and 20161216001707600, all of a Tract Three: 34.921 acre tract as filed under County Clerk No. 20150226000210110 and 20161216001707610 of the Real Property Records, Collin County, Texas with said premises being more particularly described as follows:

BEGINNING at a Roome capped iron rod set for corner in the east right-of-way line of F.M. Road 1378 (Country Club), said corner marking the northwest corner of said 18.381 acre tract (westerly), the most westerly southwest corner of Lot 24, Block A of the revised plat of White Rock Creek Estates as recorded in Volume F, Page 510 of the Collin County Map Records, and being on the south bank of Reid Branch;

THENCE with the south bank of Reid Branch, the north line of said 18.381 acre tract (westerly), and the south line of said Revised White Rock Creek Estates as follows: North 70°23'44" East, 64.48 feet to a point for corner; North 53°35'59" East, 89.39 feet to a point for corner; North 14°00'09" East, 23.19 feet to a point for corner; North 25°19'28" East, 81.61 feet to a point for corner; North 42°38'56" East, 24.44 feet to a point for corner; North 77°10'07" East, 236.79 feet to a point for corner; North 39°39'47" East, 36.83 feet to a point for corner; North 09°10'02" East, 158.98 feet to a point for corner; North 31°48'26" West, 69.35 feet to a point for corner; North 04°06'39" West, 40.98 feet to a point for corner; North 29°58'15" East, 20.66 feet to a point for corner; South 87°29'30" East, 27.20 feet to a point for corner; South 73°17'50" East, 82.66 feet to a point for corner; South 80°42'37" East, 143.95 feet to a point for corner; North 71°28'04" East, 84.74 feet to a point for corner and North 00°43'59" West, 6.93 feet to a point in the middle of Reid Branch;

THENCE with the middle of Reid Branch and continuing with the north line of said 18.381 acre tract (westerly), and the south line of said Revised White Rock Creek Estates as follows: North 75°06'33" East, 58.38 feet to a point for corner; South 83°30'17" East, passing at 149.52 feet a common corner between said 18.381 acre tract, and continuing with the north line of said (easterly) 18.381 acre tract a total distance of 325.72 feet to a point for corner; North 63°20'27" East, 151.60 feet to a point for corner; South 76°01'57" East, 137.97 feet to a point for corner; South 89°22'25" East, 77.20 feet to a point for corner; South 62°28'14" East, passing at 77.20 feet the southeast corner of said Revised White Rock Creek Estates and the southwest corner of Forest Creek Estates as recorded in Volume M, Page 44 of the Collin County Map Records, and continuing with the south line of said Forest Creek Estates, and the north line of said (easterly) 18.381 acre tract, a total distance of 163.76 feet to a point for corner; North 80°30'13" East, 111.75 feet to a point for corner; South 45°35'41" East, 66.36 feet to a point marking the

West, 135.00 feet to a point for corner; South $57^{\circ}23'24''$ West, 69.71 feet to a point for corner; South $07^{\circ}56'42''$ West, 98.64 feet to a point for corner; South $08^{\circ}21'52''$ West, 113.48 feet to a point for corner; South $55^{\circ}10'13''$ West, 39.88 feet to a point for corner; South $42^{\circ}37'02''$ West, 64.35 feet to a point for corner; North $85^{\circ}44'45''$ West, 122.22 feet to a point for corner; South $78^{\circ}23'27''$ West, 76.25 feet to a point for corner; South $39^{\circ}48'50''$ West, 88.08 feet to a point for corner; South $45^{\circ}09'00''$ West, 40.26 feet to a point for corner; North $55^{\circ}20'38''$ West, 8.33 feet to a point for corner; North $66^{\circ}33'54''$ West, 93.86 feet to a point for corner; South $55^{\circ}45'11''$ West, 93.84 feet to a point for corner; South $53^{\circ}27'57''$ West, 42.06 feet to a point for corner in the curving east right-of-way line of the aforementioned F.M. Road 1378 (Country Club) and marking the southwest corner of said 34.921 acre tract;

THENCE with the east right-of-way line of F.M. Road 1378 (Country Club), and the west line of said 34.921 acre tract as follows: northwesterly along said curve to the right having a central angle of $02^{\circ}32'58''$, with a radius of 1864.86 feet, for an arc distance of 82.98 feet (chord = North $02^{\circ}04'13''$ West, 82.98 feet) to a point marking the end of said curve; North $00^{\circ}47'44''$ West, 850.21 feet to a concrete right-of-way monument found marking the beginning of a curve to the left; northwesterly along said curve to the left having a central angle of $27^{\circ}45'47''$, with a radius of 522.54 feet, for an arc distance of 253.20 feet (chord = North $14^{\circ}40'38''$ West, 250.73 feet) to a Roome capped iron rod set marking the most southerly corner of a 0.596 acre tract as recorded in Volume 5008, Page 215 and County Clerk No. 2001-0119023, of the Real Property Records, Collin County, Texas, said corner being on the west side of Blondy Jhune Road;

THENCE with the east line of said 0.596 acre tract, the west line of said 34.921 acre tract, and the west side of Blondy Jhune Road, North $00^{\circ}22'44''$ West, 248.11 feet to a Roome capped iron rod set marking the northeast corner of said 0.596 acre tract, and an ell corner of said 34.921 acre tract;

THENCE with the north line of said 0.596 acre tract, and a south line of said 34.921 acre tract, South $89^{\circ}24'47''$ West, passing at 244.75 feet a wooden right-of-way marker, and continuing for a total distance of 246.19 feet to a Roome capped iron rod set in the east right-of-way line of F.M. 1378 (Country Club) marking the northwest corner of said 0.596 acre tract, and a southwest corner of said 34.921 acre tract;

THENCE with the east right-of-way line of F.M. 1378 (Country Club) and the west line of said 34.921 acre tract as follows: North $52^{\circ}55'44''$ West, 398.20 feet to a Roome capped iron rod set marking the beginning of a curve to the right; northwesterly along said curve having a central angle of $35^{\circ}38'00''$, with a radius of 432.46 feet, for an arc distance of 268.96 feet (chord = North $35^{\circ}06'44''$ West, 264.64 feet) to a Roome capped iron rod set marking the end of said curve; North $17^{\circ}17'44''$ West, 154.12 feet to a Roome capped iron rod set marking the beginning of a curve to the left, from which a wooden right-of-way monument bears North $27^{\circ}53'41''$ West, 2.48 feet; northwesterly along said curve to the left having a central angle of $04^{\circ}22'15''$, with a radius of 999.93 feet, for an arc distance of 76.28 feet (chord = North $19^{\circ}28'53''$ West, 76.26 feet to the place of beginning and containing 73.353 acres of land.

northeast corner of said (easterly 18.381 acre tract) and the northwest corner of a 4.785 acre tract as recorded under County Clerk No. 201309270013552230 of the Real Property Records, Collin County, Texas;

THENCE departing said creek, South 00°21'44" East with the east line of said (easterly) 18.381 acre tract, and the west line of said 4.785 acre tract, passing at 51.38 feet a 1/2" reference iron found on line at the top of the south bank, and continuing for a total distance of 943.88 feet to a point for corner in the middle of BlondyJhune marking the southeast corner of said (easterly) 18.381 acre tract, the southwest corner of said 4.785 acre tract, being in the north line of the aforementioned Tract Three: 34.921 acre tract, from which a 1/2" iron rod found for reference in the fence line on the south side of said road bears South 00°21'44" East, 14.96 feet;

THENCE with the middle of Blondy Jhune Road, the north line of said Tract Three: 34.921 acre tract, and the south line of said 4.785 acre tract, North 89°42'16" East, leaving said roadway at 297 feet and continuing for a total distance of 435.64 feet to a Roome capped iron rod set marking the most northerly northeast corner of said 34.921 acre tract, and the northwest corner of a 0.35 acre tract as recorded under County Clerk No.20131002001380180 of the Real Property Records, Collin County, Texas;

THENCE with an east line of said 34.921 acre tract and the west line of said 0.35 acre tract, South 01°16'44" East, 70.50 feet to a Roome capped iron rod set marking an ell corner of said 34.921 acre tract and the southwest corner of said 0.35 acre tract;

THENCE with a north line of said 34.921 acre tract, and the south line of said 0.35 acre tract, South 89°48'44" East, 207.17 feet to a point marking the southeast corner of said 0.35 acre tract and being in the middle of an unnamed creek;

THENCE with the upstream meanders of said unnamed creek, the southerly line of said 34.921 acre tract, the northerly line of Tara Phase Two as recorded in Volume N, Page 946, the northerly line of the Replat of Lots 27 and 28, Block 1 of Willow Creek Addition as recorded in Volume 1, Page 319, and the northerly line of an unrecorded Willow Creek Acres as recorded in Volume 333A, Page 3981 of the Collin County Map Records as follows: South 29°43'42" West, 62.16 feet to a point for corner; South 59°29'56" West, 79.87 feet to a point for corner; South 76°12'52" West, 106.89 feet to a point for corner; South 19°28'19" West, 90.78 feet to a point for corner; South 13°22'02" East, 196.83 feet to a point for corner; South 20°40'03" West, 152.80 feet to a point for corner; South 60°55'10" West, 123.81 feet to a point for corner; South 89°16'41" West, 40.57 feet to a point for corner; North 06°59'37" East, 122.48 feet to a point for corner; North 38°53'24" West, 69.31 feet to a point for corner; North 89°39'50" West, 77.41 feet to a point for corner; South 72°53'26" West, 65.39 feet to a point for corner; South 33°04'32" West, 54.69 feet to a point for corner; South 48°26'32" West, 114.31 feet to a point for corner; South 12°36'07" West, 52.36 feet to a point for corner; South 22°58'11" West, 102.29 feet to a point for corner; South 39°49'00" West, 98.35 feet to a point for corner; South 60°46'48" West, 56.44 feet to a point for corner; South 11°32'25" West, 68.03 feet to a point for corner; South 07°07'12" East, 85.19 feet to a point for corner; South 41°13'50"



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
02/25/2022 02:23:44 PM
\$74.00 DFOSTER
20220225000314860

Stacey Kemp

OPINION OF PROBABLE COST SUMMARY

PROJECT NAME: <i>Hendrick Farm</i>	LOTS: 34	DATE: 7/12/2021
CITY: <i>Lucas, Texas</i>	LF STREET: 4301	CREATED BY: JMM
JOB NUMBER: <i>069229802</i>	NET ACRES: 73.4	CHECKED BY: SES
	GROSS ACRES: 73.4	REVISED BY: JMM

COMBINED SUMMARY	Blondy Jhune	On-Site	Combined
A. CLEARING, EXCAVATION & EROSION CONTROL	\$22,202.00	\$196,134.50	\$218,336.50
B. STORM SEWER SYSTEM	\$31,894.00	\$235,549.00	\$267,443.00
C. WATER DISTRIBUTION SYSTEM	\$77,547.00	\$281,977.50	\$359,524.50
D. STREET AND ALLEY PAVING	\$349,564.58	\$498,408.97	\$847,973.55
E. MISCELLANEOUS ITEMS	\$86,894.00	\$252,631.00	\$339,525.00
<i>SUB-TOTAL (EXCLUDING IMPACT FEES)</i>	\$568,101.58	\$1,464,700.97	\$2,032,802.55
<i>INSPECTION</i>		3%	\$60,984.08
<i>CONSTRUCTION MATERIALS TESTING</i>		2%	\$40,656.05
<i>CONTINGENCIES:</i>		10%	\$203,280.25
TOTAL CONSTRUCTION COSTS (EXCLUDING IMPACT FEES):			\$2,337,722.93

NOTES:

General

1. This OPC is based on construction drawings for Hendrick Farm as of 5/21/2018.
2. The project is located within the City of Lucas. OPC is based on current City standards of construction.
3. Inflation or unit price variations are not within the scope of this estimate. Contractors or suppliers should be consulted for unit price inquiries that match construction timing.
4. Unit prices do not reflect rock excavation, need Geotech to confirm. Additional costs due to rock would be \$2.50 to \$3.00/CY.
5. This OPC assumes all on-site construction will occur as a single phase. Additional costs will result if constructed as separate phases.

Excavation and Grading

1. Grading assumes that pad grading will not be required. All proposed grading is for roadway and drainage considerations only. No pad grading has been provided as part of this OPC. Pad grading will be required by the homebuilder.
2. OPC assumes unclassified excavation will balance. OPC assumes excess dirt can be placed on-site.
3. OPC assumes no moisture conditioning is required for the streets. To be verified upon final geotechnical report.
4. Additional erosion control may be required.
5. OPC assumes existing asphalt surface of Blondy Jhune road cannot be used as part of proposed subgrade and will be required to be exported offsite.

NOTES (cont.):

Storm Sewer

1. Floodplain elevations are estimated from the approved flood study.
2. This OPC assumes TxDOT acceptance of proposed construction plans, where applicable in TxDOT ROW.
3. This OPC assumes the developer is not responsible for constructing or providing private driveway culverts. A schedule for required culvert sizes will be included on the Final Plat for future construction.

**OPINION OF PROBABLE COST
SUMMARY**

PROJECT NAME: <i>Hendrick Farm</i>	LOTS: 34	DATE: 7/12/2021
CITY: <i>Lucas, Texas</i>	LF STREET: 4301	CREATED BY: JMM
JOB NUMBER: <i>069229802</i>	NET ACRES: 73.4	CHECKED BY: SES
	GROSS ACRES: 73.4	REVISED BY: JMM

COMBINED SUMMARY

Blondy Jhune

On-Site

Combined

Water Distribution

1. Water line includes all fittings, tees, crosses, etc.
2. Fire hydrant assembly includes all fittings tees, and valves.
3. Assumes all water lines are less than 10' deep.
4. All water services lines and meters are 1".
5. This OPC assumes no irrigation meters or services will be required for this development.

Street Paving

1. OPC was completed without a preliminary or final geotechnical report.

**OPINION OF PROBABLE COST
BLONDY JHUNE IMPROVEMENTS**

PROJECT NAME: <i>Hendrick Farm</i>	LOTS: 34	DATE: 7/12/2021
CITY: <i>Lucas, Texas</i>	LF STREET: 1421	CREATED BY: JMM
JOB NUMBER: <i>069229802</i>	NET ACRES: 2.9	CHECKED BY: SES
	GROSS ACRES: 73.4	REVISED BY: JMM

A. CLEARING, EXCAVATION & EROSION CONTROL				
<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>ITEM COST</i>
CLEARING AND GRUBBING	ACRE	3.00	\$1,200.00	\$3,600.00
UNCLASSIFIED EXCAVATION	CY	2,560	\$2.25	\$5,760.00
EROSION CONTROL	LS	1	\$10,000.00	\$10,000.00
CURLEX	LF	2,842	\$1.00	\$2,842.00
SUB - TOTAL EXCAVATION				\$22,202.00

B. STORM SEWER SYSTEM				
<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>ITEM COST</i>
18" R.C.P.	LF	49	\$55.00	\$2,695.00
24" R.C.P.	LF	145	\$70.00	\$10,150.00
18" 4:1 SLOPED HEADWALL	EA	2	\$2,500.00	\$5,000.00
24" 4:1 SLOPED HEADWALL	EA	4	\$3,500.00	\$14,000.00
TRENCH SAFETY	LF	49	\$1.00	\$49.00
SUB - TOTAL STORM SEWER SYSTEM				\$31,894.00

C. WATER DISTRIBUTION SYSTEM				
<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>ITEM COST</i>
12" C900, DR-18,PVC WATER	LF	561	\$70.00	\$39,270.00
12" GATE VALVE & BOX	EA	3	\$2,500.00	\$7,500.00
CONNECT TO EXISTING WATER LINE	EA	3	\$1,000.00	\$3,000.00
FIRE HYDRANT ASSEMBLY	EA	1	\$5,500.00	\$5,500.00
FIRE HYDRANT REMOVE & REPLACE	EA	1	\$3,500.00	\$3,500.00
REMOVE 12" WATER LINE	LF	807	\$15.00	\$12,105.00
20" STEEL ENCASMENT	LF	37	\$150.00	\$5,550.00
TRENCH SAFETY	LF	561	\$1.00	\$561.00
TESTING (EXCLUDING GEOTECH)	LF	561	\$1.00	\$561.00
SUB - TOTAL WATER DISTRIBUTION SYSTEM				\$77,547.00

**OPINION OF PROBABLE COST
BLONDY JHUNE IMPROVEMENTS**

PROJECT NAME: <i>Hendrick Farm</i>	LOTS: 34	DATE: 7/12/2021
CITY: <i>Lucas, Texas</i>	LF STREET: 1421	CREATED BY: JMM
JOB NUMBER: <i>069229802</i>	NET ACRES: 2.9	CHECKED BY: SES
	GROSS ACRES: 73.4	REVISED BY: JMM

D. STREET PAVING				
<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>ITEM COST</i>
8" REINF. CONCRETE STREET PAVEMENT	SY	3,570	\$50.00	\$178,500.00
6" ASPHALT TRANSITION	SY	260	\$100.00	\$26,000.00
6" SUBGRADE PREPARATION	SY	4,139	\$3.50	\$14,486.50
HYDRATED LIME (ASSUMES 7% LIME, 46#/SY)	TON	95	\$175.00	\$16,659.48
PAVEMENT HEADER	LF	24	\$25.00	\$600.00
SAWCUT & REMOVE EXISTING PAVEMENT	LF	121	\$3.00	\$363.00
REMOVE EX. ASPHALT PAVEMENT & DISPOSE OFFSITE	SY	4,792	\$20.00	\$95,840.00
SEED ROW AND DITCH	SF	51,156	\$0.10	\$5,115.60
TRAFFIC CONTROL	LS	1	\$12,000.00	\$12,000.00
SUB - TOTAL STREET AND ALLEY PAVING				\$349,564.58

E. MISCELLANEOUS ITEMS				
<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>ITEM COST</i>
VARIABLE TYPE FENCE REMOVE & DISPOSE	LF	4,087	\$2.00	\$8,174.00
REMOVE & DISPOSE EXISTING TREE	EA	26	\$720.00	\$18,720.00
REMOVE EXISTING POWER POLE	EA	6	\$2,500.00	\$15,000.00
INSTALL PROPOSED POWER POLE	EA	6	\$2,500.00	\$15,000.00
RELOCATE EXISTING POWER POLE	EA	2	\$4,000.00	\$8,000.00
TRAFFIC SIGNS	EA	22	\$1,000.00	\$22,000.00
SUB - TOTAL MISCELLANEOUS ITEMS				\$86,894.00

**OPINION OF PROBABLE COST
BLONDY JHUNE IMPROVEMENTS**

PROJECT NAME: <i>Hendrick Farm</i>	LOTS: 34	DATE: 7/12/2021
CITY: <i>Lucas, Texas</i>	LF STREET: 1421	CREATED BY: JMM
JOB NUMBER: <i>069229802</i>	NET ACRES: 2.9	CHECKED BY: SES
	GROSS ACRES: 73.4	REVISED BY: JMM

SUMMARY

A. CLEARING, EXCAVATION & EROSION CONTROL		\$22,202.00
B. STORM SEWER SYSTEM		\$31,894.00
C. WATER DISTRIBUTION SYSTEM		\$77,547.00
D. STREET AND ALLEY PAVING		\$349,564.58
E. MISCELLANEOUS ITEMS		\$86,894.00
<i>SUB-TOTAL (EXCLUDING IMPACT FEES)</i>		\$568,101.58
	<i>INSPECTION</i>	3% \$17,043.05
	<i>CONSTRUCTION MATERIALS TESTING</i>	2% \$11,362.03
	<i>GEOTECHNICAL INVESTIGATION</i>	\$4,400.00
	<i>CONTINGENCIES:</i>	10% \$56,810.16
TOTAL CONSTRUCTION COSTS (EXCLUDING IMPACT FEES):		\$657,716.81

RLO HAGGARD



OPINION OF PROBABLE COST ON-SITE IMPROVEMENTS

PROJECT NAME: <i>Hendrick Farm</i>	LOTS: 34	DATE: 7/12/2021
CITY: <i>Lucas, Texas</i>	LF STREET: 2880	CREATED BY: JMM
JOB NUMBER: <i>069229802</i>	NET ACRES: 70.5	CHECKED BY: SES
	GROSS ACRES: 73.4	REVISED BY: JMM

A. CLEARING, EXCAVATION & EROSION CONTROL				
<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>ITEM COST</i>
CLEARING AND GRUBBING	ACRE	15.60	\$1,200.00	\$18,720.00
UNCLASSIFIED EXCAVATION	CY	28,630	\$2.25	\$64,417.50
SILT FENCE	LF	5,936	\$2.00	\$11,872.00
CONSTRUCTION EXIT	EA	2	\$2,500.00	\$5,000.00
ROCK CHECK DAM	EA	2	\$3,000.00	\$6,000.00
SWPPP	LS	1	\$2,500.00	\$2,500.00
EC PERIMITING, MAINTENANCE, AND INSPECTION	LS	1	\$7,500.00	\$7,500.00
PROCESS AND PLACE UTILITY SPOILS	CY	1,940	\$2.25	\$4,365.00
CURLEX	LF	5,760	\$1.00	\$5,760.00
POND HYDROSEED	SF	200,000	\$0.35	\$70,000.00
SUB - TOTAL EXCAVATION				\$196,134.50

B. STORM SEWER SYSTEM				
<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>ITEM COST</i>
18" R.C.P.	LF	154	\$55.00	\$8,470.00
21" R.C.P.	LF	155	\$65.00	\$10,075.00
24" R.C.P.	LF	75	\$70.00	\$5,250.00
4' X 3' RCB	LF	193	\$200.00	\$38,600.00
18" 4:1 SLOPED HEADWALL	EA	2	\$2,500.00	\$5,000.00
18" TXDOT CH-FW-0 HEADWALL	EA	3	\$2,500.00	\$7,500.00
21" TXDOT CH-FW-0 HEADWALL	EA	1	\$3,000.00	\$3,000.00
21" TXDOT SW-0 HEADWALL	EA	1	\$3,000.00	\$3,000.00
24" 4:1 SLOPED HEADWALL	EA	1	\$3,500.00	\$3,500.00
24" TXDOT CH-FW-0 HEADWALL	EA	1	\$4,000.00	\$4,000.00
24" TXDOT CH-FW-45 HEADWALL	EA	2	\$4,500.00	\$9,000.00
4' X 3' TXDOT FW-0 HEADWALL	EA	1	\$5,500.00	\$5,500.00
4' X 3' TXDOT SW-0 HEADWALL	EA	1	\$5,500.00	\$5,500.00
1.125' THICK STONE RIPRAP PER TXDOT ITEM 432	SY	1,025	\$120.00	\$123,000.00
STEEL RESTRICTOR PLATE	EA	4	\$1,000.00	\$4,000.00
TRENCH SAFETY	LF	154	\$1.00	\$154.00
SUB - TOTAL STORM SEWER SYSTEM				\$235,549.00

**OPINION OF PROBABLE COST
ON-SITE IMPROVEMENTS**

PROJECT NAME: <i>Hendrick Farm</i>	LOTS: 34	DATE: 7/12/2021
CITY: <i>Lucas, Texas</i>	LF STREET: 2880	CREATED BY: JMM
JOB NUMBER: <i>069229802</i>	NET ACRES: 70.5	CHECKED BY: SES
	GROSS ACRES: 73.4	REVISED BY: JMM

C. WATER DISTRIBUTION SYSTEM				
<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>ITEM COST</i>
12" C900, DR-18,PVC WATER	LF	430	\$70.00	\$30,100.00
12" GATE VALVE & BOX	EA	2	\$2,500.00	\$5,000.00
8" C900, DR-18,PVC WATER	LF	3,945	\$38.00	\$149,910.00
8" GATE VALVE & BOX	EA	9	\$1,500.00	\$13,500.00
12" X 8" CUT IN TEE	EA	2	\$7,500.00	\$15,000.00
CONNECT TO EXISTING WATER LINE	EA	8	\$1,000.00	\$8,000.00
FIRE HYDRANT ASSEMBLY	EA	7	\$5,500.00	\$38,500.00
1" SINGLE WATER SERVICE (WITH 1" METER)	EA	1	\$1,100.00	\$1,100.00
REMOVE 12" WATER LINE	LF	146	\$15.00	\$2,190.00
16" STEEL ENCASMENT	LF	37	\$120.00	\$4,440.00
CONCRETE ENCASMENT	LF	60	\$55.00	\$3,300.00
TRENCH SAFETY	LF	4,375	\$1.00	\$4,375.00
TESTING (EXCLUDING GEOTECH)	LF	4,375	\$1.50	\$6,562.50
SUB - TOTAL WATER DISTRIBUTION SYSTEM				\$281,977.50

D. STREET PAVING				
<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>ITEM COST</i>
6" REINF. CONCRETE STREET PAVEMENT	SY	10,183	\$40.00	\$407,320.00
6" SUBGRADE PREPARATION	SY	10,923	\$3.25	\$35,499.75
HYDRATED LIME (ASSUMES 7% LIME, 46#/SY)	TON	251	\$180.00	\$45,221.22
SEED ROW AND DITCH	SF	103,680	\$0.10	\$10,368.00
SUB - TOTAL STREET AND ALLEY PAVING				\$498,408.97

**OPINION OF PROBABLE COST
ON-SITE IMPROVEMENTS**

PROJECT NAME: <i>Hendrick Farm</i>	LOTS: 34	DATE: 7/12/2021
CITY: <i>Lucas, Texas</i>	LF STREET: 2880	CREATED BY: JMM
JOB NUMBER: <i>069229802</i>	NET ACRES: 70.5	CHECKED BY: SES
	GROSS ACRES: 73.4	REVISED BY: JMM

E. MISCELLANEOUS ITEMS				
<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>ITEM COST</i>
VARIABLE TYPE FENCE REMOVE & DISPOSE	LF	2,228	\$2.00	\$4,456.00
ENTRY FEATURE	EA	2	\$20,000.00	\$40,000.00
REMOVE & DISPOSE EXISTING TREE	EA	104	\$720.00	\$74,880.00
ON-SITE POWER POLES	LOT	21	\$2,500.00	\$52,500.00
PARK FEES	LOT	34	\$1,000.00	\$34,000.00
TREE MITIGATION FEES	LS	1	\$45,705.00	\$45,705.00
FINAL PLAT FEE (CITY)	LS	1	\$1,090.00	\$1,090.00
SUB - TOTAL MISCELLANEOUS ITEMS				\$252,631.00

COMBINED SUMMARY

A. CLEARING, EXCAVATION & EROSION CONTROL	\$196,134.50
B. STORM SEWER SYSTEM	\$235,549.00
C. WATER DISTRIBUTION SYSTEM	\$281,977.50
D. STREET AND ALLEY PAVING	\$498,408.97
E. MISCELLANEOUS ITEMS	\$252,631.00

<i>SUB-TOTAL (EXCLUDING IMPACT FEES)</i>		\$1,464,700.97
<i>INSPECTION</i>	3%	\$43,941.03
<i>CONSTRUCTION MATERIALS TESTING</i>	2%	\$29,294.02
<i>CONTINGENCIES:</i>	10%	\$146,470.10
TOTAL CONSTRUCTION COSTS (EXCLUDING IMPACT FEES):		\$1,684,406.12

**OPINION OF PROBABLE COST
ON-SITE IMPROVEMENTS**

PROJECT NAME: <i>Hendrick Farm</i>	LOTS: 34	DATE: 7/12/2021
CITY: <i>Lucas, Texas</i>	LF STREET: 2880	CREATED BY: JMM
JOB NUMBER: <i>069229802</i>	NET ACRES: 70.5	CHECKED BY: SES
	GROSS ACRES: 73.4	REVISED BY: JMM

IMPACT AND DEVELOPMENT FEES				
<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>ITEM COST</i>
ROADWAY IMPACT FEES	LOT	34	\$5,038.01	\$171,292.34
WATER IMPACT FEES	LOT	34	\$3,473.00	\$118,082.00
SUB - TOTAL IMPACT AND DEVELOPMENT FEES				\$289,374.34



City of Lucas

City Council Agenda Request

April 04, 2024

Item No. 06

Requester: CIP Manager Patrick Hubbard

Agenda Item Request

Consider adopting Ordinance #2024-04-01000 approving amendments to the City of Lucas Code of Ordinances Chapter 12 titled “Traffic and Vehicles” by designating Welborn Lane as a no parking area.

Background Information

The City of Lucas owns a trail easement that runs along the full length of Welborn Lane that connects from the East Winningkoff Trailhead to the Trinity Trail. The public can use this trail easement to access the Trinity Trail along Lake Lavon. The City also has a funded trail project to construct a crushed granite trail connecting to the East Winningkoff Trailhead.

This item comes as a request of residents on Welborn Lane, some of whom have reported that trail users often park along Welborn Lane to access the Trinity Trail. The City recently removed a fence that cut off a portion of the street to vehicular traffic. People have reportedly parked at this gate to access the trail rather than parking at the East Winningkoff Trailhead. With this gate removed, there is concern that trail users may park further up the roadway and across or in front of homes located along Welborn Lane, which is a narrow residential street. This ordinance is proposed to provide a deterrent to non-residents from parking along Welborn Lane when accessing the Trinity Trail.

There is currently one location in Lucas that is designated as “no parking” areas. This is the North and South sides of Estates Parkway between Ingram Lane and Angel Parkway.

Attachments/Supporting Documentation

1. Ordinance #2024-04-01000
2. Aerial Image of Welborn Lane
3. East Winningkoff Trail Map

Budget/Financial Impact

The proposed ordinance imposes a fee of up to \$200 for illegal parking at this location. This fee is intended to cover the costs of administering no parking citations but is not expected to generate significant revenue.

Recommendation

Staff recommends designating the full length of Welborn Lane as a no parking area to encourage the public to park at the East Winningkoff Trailhead for accessing the trail.



City of Lucas
City Council Agenda Request
April 04, 2024

Item No. 06

Motion

I make a motion to adopt Ordinance 2024-04-01000 approving amendments to the City of Lucas Code of Ordinances Chapter 12 titled "Traffic and Vehicles" by designating Welborn Lane as a no parking area.



ORDINANCE # 2024-04-01000

[Amending Code of Ordinances Article 12.05 “Stopping, Standing and Parking”]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12 TITLED “TRAFFIC AND VEHICLES” BY AMENDING ARTICLE 12.05 TITLED “STOPPING, STANDING AND PARKING”, BY AMENDING SECTION 12.05.001 TITLED “PROHIBITED IN SPECIFIC PLACES” BY DESIGNATING WELBORN LANE AS A NO PARKING AREA; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That the Code of Ordinances of the City of Lucas, Texas, be, and the same is, hereby amended by amending Chapter 12 titled “Traffic and Vehicles” by amending section 12.05 titled “Stopping, Standing and Parking” by amending Section 12.05.01 titled “Prohibited in Specific Places”, to read as follows:

**“CHAPTER 12
TRAFFIC AND VEHICLES**

...

ARTICLE 12.05 STOPPING, STANDING AND PARKING

§ 12.05.001 Prohibited in specific places.

...

AMEND (b), as follows:

(b) On the hereinafter designated streets, or portions thereof, no person shall stop, stand, or park a motor vehicle. Such streets, or portions thereof, being more particularly described:

Road	Extent	Speed Limit
Estates Parkway (FM 2170)	From Angel Parkway (FM 2551) to Ingram Lane on the south side of Estates Parkway (FM 2170)	No stopping, standing or parking
Estates Parkway (FM 2170)	From Ingram Lane to Angel Parkway (FM 2551) on the north side of Estates Parkway (FM 2170)	No parking
ADD:		
Welborn Lane	Full length of Welborn Lane	No Parking

...”

SECTION 2. All ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances are not in conflict herewith shall remain in full force and effect.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 4. An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. 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 City of Lucas Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Hundred Dollars (\$200) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. 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 4TH DAY OF APRIL, 2024.

APPROVED:

Jim Olk, Mayor

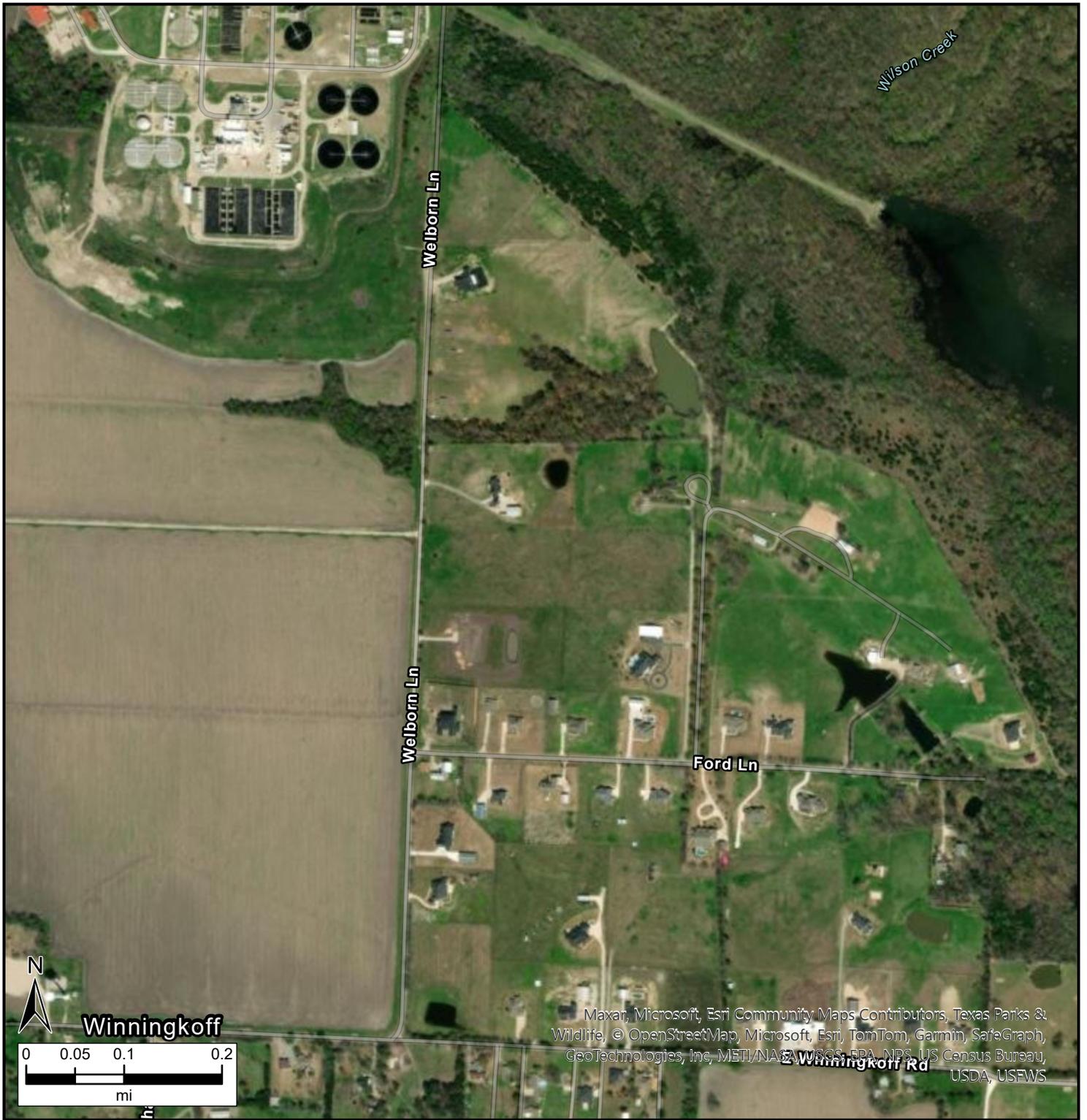
APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney

ATTEST:

Toshia Kimball, City Secretary

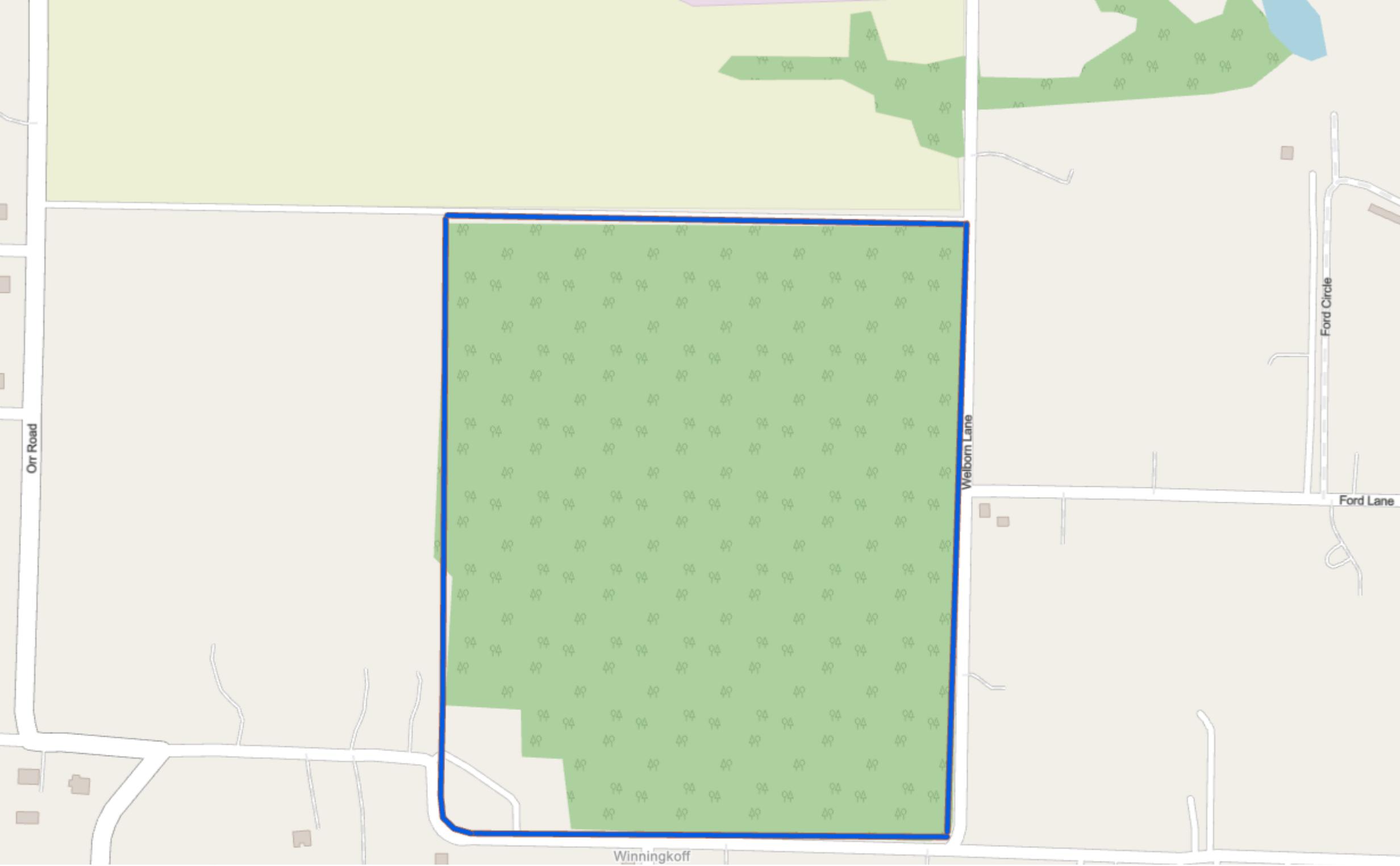
Aerial Image of Welborn Lane



Maxar, Microsoft, Esri Community Maps Contributors, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA/USGS, EPA, NPS, US Census Bureau, USDA, USEWS

Legend





CITY OF LUCAS

EAST WINNINGKOFF TRAIL



**— Project Area
(Approximately
8,075LF)**



City of Lucas

City Council Agenda Request

April 04, 2024

Item No. 07

Requester: Public Works Director Scott Holden, PE

Agenda Item Request

Conduct a public hearing to consider adopting Ordinance #2024-04-00999 approving the City of Lucas 2024 Water Conservation Plan and Water Resource Emergency Management Plan.

Background Information

This is the first of two required public hearings needed to complete the adoption of the five-year Water Conservation Plan (WCP) and Water Resource Emergency Management Plan (WREMP). The second public hearing will be held at the City Council meeting on April 18, 2024. This document encompasses a range of regulatory and contractual requirements set forth principally by the North Texas Municipal Water District (NTMWD), Texas Water Development Board (TWDB) and the Texas Commission on Environmental Quality (TCEQ).

NTMWD prepares a model plan and related ordinances for this document each adoption cycle that accounts for any changes in policy since the previous plan's adoption. The present model plan contains several nuanced changes to specific requirements but is substantially the same as previous plans. These changes can be summarized as follows:

Water Conservation Plan:

- Reorganization of content
- Update of terminology
- Incorporation of new data
- Update of water conservation goals
- Clarification and changes to means of implementation and enforcement
- New required conservation measures
 - Designation of a Conservation Coordinator
 - Implementation of year-round outdoor watering schedule
- New optional conservation measures (none of which are adopted by City of Lucas in the draft plan)

Water Resource and Emergency Management Plan

- Addition of a voluntary call to action that may precede Stage 1
- Update to demand triggers
 - Based on new data and experience from 2022 drought
 - Additional of severe weather based criteria
 - Addition of combined storage trigger using both Lavon and Bois d'Arc Lakes



City of Lucas

City Council Agenda Request

April 04, 2024

The City of Lucas, at NTMWD's recommendation, is also seeking to implement administrative fees to be applied to individual water customers in response to violations of the outdoor watering schedule. These fees will be applied as additional charges added to the customer's monthly water bill and will escalate based on the number of observed incidents. This will be available to staff as an alternative to citations for code violations and is recommended as a more efficient method of deterrence.

Attachments/Supporting Documentation

1. Proposed Ordinance #2024-04-00999
2. Exhibit "A" - City of Lucas 2024 Water Conservation Plan and Water Resource Emergency Management Plan

Budget/Financial Impact

NA

Recommendation

Staff recommends approval of the Water Conservation Plan (WCP) and Water Resource Emergency Management Plan (WREMP) at the City Council meeting on April 18, 2024. The plans are required to be adopted by May 1, 2024.

Motion

There is no motion required.



ORDINANCE # 2024-04-00999

[Amending Code of Ordinances, Article 13.03, “Water Conservation Plan and Water Resource and Emergency Management Plan”]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 13 “UTILITIES” BY AMENDING ARTICLE 13.03 “WATER CONSERVATION PLAN AND WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN” BY AMENDING SECTION 13.03.001 “ADOPTION OF PLANS” TO ADOPT THE “NORTH TEXAS MUNICIPAL WATER DISTRICT 2024 MODEL WATER CONSERVATION AND WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN GUIDANCE” (THE “PLAN”); BY AMENDING SECTION 13.03.002 “PENALTY” TO SET FORTH A FINE OF TWO THOUSAND DOLLARS (\$2,000.00) FOR ANY CUSTOMER THAT VIOLATES THE PLAN; BY AMENDING SECTION 13.03.003 BY AMENDING 13.03.003(1) “ADMINISTRATIVE REMEDIES” TO SET FORTH NEW ADMINISTRATIVE REMEDIES FOR ALL RESIDENTIAL AND NON-RESIDENTIAL CUSTOMERS THAT VIOLATE THE PLAN; BY AMENDING 13.03.003(2) “CONTESTING VIOLATIONS” TO ADD NEW REQUIREMENTS FOR CONTESTING VIOLATIONS OF THE PLAN; BY ADDING A NEW SECTION 13.03.004 “PAYING ASSESSED FEES”; BY RENUMBERING 13.03.004 “ENFORCEMENT” TO 13.03.005; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, the City Council desires to amend the Code of Ordinances by adopting the “North Texas Municipal Water District 2024 Model Water Conservation and Water Resource and Emergency Management Plan Guidance,” attached hereto as Exhibit “A,” incorporated herein by reference and made a part hereof, as official City policy;

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

SECTION 1. That the Code of Ordinances of the City of Lucas, Texas, be, and the same is, hereby amended by amending Chapter 13 “Utilities” by amending Article 13.03 “Water Conservation Plan and Water Resource and Emergency Management Plan”, to read as follows:

**“CHAPTER 13
UTILITIES**

...

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

§ 13.03.001 Adoption of plans.

Delete:

~~(a) — The city council hereby approves and adopts the “2019 Water Conservation Plan for the City of Lucas” and the “2019 Water Resource and Emergency Management Plan for the City of Lucas” (the “plans”), attached to Ordinance 2019-10-00896 as exhibit A, as if recited verbatim herein. The city commits to implement the requirements and procedures set forth in the adopted plan.~~

~~(b) — Exhibit A to Ordinance 2019-10-00896 is hereby adopted by reference for the city and made part hereof for all purposes, the same as if fully copied herein.~~

Add:

The city council hereby approves and adopts for the city, its citizens and water customers the “North Texas Municipal Water District 2024 Model Water Conservation and Water Resource and Emergency Management Plan Guidance” (the “plan”), attached to Ordinance 2024-04-00999 as Exhibit A and incorporated herein for all purposes. A copy of this article and the plan are available in the city secretary’s office.

§ 13.03.002 Penalty.

DELETE:

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

Add:

Any customer, defined pursuant to 30 Texas Administrative Code, chapter 291, failing to comply with the provisions of the plan shall be subject to a fine of up to \$2,000.00 per day per occurrence and/or discontinuance of water service by the city. Proof of a culpable mental state is not required for a conviction of an offense under this section. Each day a customer fails to comply with the plan is a separate violation. The city’s authority to seek injunctive or other civil relief available under the law is not limited by this section.

...

AMEND 13.03.003:

§ 13.03.003 Administrative remedies.

The city may elect to exercise the following administrative remedies for violations of the city plan in lieu of pursuing criminal penalties against **all residential and non-residential** ~~nonsingle family~~ water account holders, such as business and professional parks, homeowners’ associations, home builders, land developers, and **any other** entities. ~~other than customers residing at single family homes.~~

AMEND (1):

- (1) Administrative fees. The following administrative fees that will be added to the customer’s regular monthly utility bill shall apply:

First offense	\$200.00 Certified letter notifying of violation
Second offense	\$500.00
Third and subsequent offenses	\$2,000.00

Delete:

- (2) ~~Confuting violations. A nonsingle family water customer as defined above may request a hearing before a hearing officer(s) appointed by the **city manager** building official within fifteen (15) business days after the date on the notice. The hearing officer(s) shall evaluate all information offered by the petitioner at the hearing. The customer shall bear the burden of proof to show why, by preponderance of the evidence, the administrative fee should not be assessed. The hearing officer(s) will render a decision in writing within three (3) business days of the conclusion of the hearing. A customer may appeal the decision from the hearing officer(s) in writing to the building official within three (3) business days of the conclusion of the hearing. The decision by the building official is final and binding.~~

Add:

- (2) Contesting violations. A water customer as defined above may request a hearing before a hearing officer appointed by the city manager or their designee within 15 business days after the date on the notice. The hearing officer shall evaluate all information offered by the petitioner at the hearing. The customer shall bear the burden of proof to show why, by preponderance of the evidence, the administrative fee should not be assessed. The hearing officer shall render a decision in writing within three business days of the conclusion of the hearing. The decision by the hearing officer is final and binding.

Add New Section:

§ 13.03.004 Paying assessed fees.

If, after the expiration of the 15 business days from the date on the notice, the customer has not requested an administrative hearing to contest the assessment of an administrative fee or paid the administrative fee, the city shall apply and charge the assessed administrative fee to the customer's next city utility bill.

Renumber Section 13.04.004 to 13.04.005

§ 13.03.005 Enforcement.

The city manager or designee shall be responsible for the enforcement of the provisions of this article.”

SECTION 2. All ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances are not in conflict herewith shall remain in full force and effect.

SECTION 2. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the

remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 3. An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 4. 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 City of Lucas Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 5. 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 18TH DAY OF APRIL, 2024.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney

Toshia Kimball, City Secretary

EXHIBIT “A”

CITY OF LUCAS 2024 WATER CONSERVATION AND
WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN

City of Lucas

**2024 Water Conservation and
Water Resource and Emergency
Management Plan**

TABLE OF CONTENTS

Water Conservation Plan

1.00	Introduction	1
1.01	Minimum Regulatory Requirements Checklist	1
1.02	Additional Requirements and Guidance	1
2.00	Water Utility Profile	2
2.01	Description of the Service Area	2
2.02	Water Utility Profile	2
3.00	Water Conservation Goals	2
3.01	5- and 10-Year Goals	2
3.02	Method for Tracking	3
4.00	Metering, Records and Water Loss Control	3
4.01	Metering Program	3
4.02	Monitoring and Record Management Program	4
4.03	Water Loss Control Program	4
5.00	Contract Requirements for Wholesale Customers	5
6.00	Reservoir System Operations Plan	5
7.00	Conservation Plan Adoption and Enforcement	5
7.01	Means of Implementation and Enforcement	5
7.02	Review and Update of Water Conservation Plan	6
7.03	Regional Water Planning Group and NTMWD Notification	6
8.00	Water Conservation Program	6
8.01	Public Education Program	6
	NTMWD Public Education Program and Technical Assistance	6
	Public Education Program	9
8.02	Required Conservation Strategies	10
	TCEQ Conservation Plan Requirements	10
	Conservation Coordinator	10
	Water Conservation Pricing	11

Ordinances, Plumbing Codes, or Rules on Water-Conserving Fixtures _____ 14
Reuse and Recycling of Wastewater _____ 14
Year-Round Outdoor Watering Schedules _____ 14
Time of Day Watering Schedule _____ 15
Irrigation System Requirements for New and Commercial Systems _____ 15
Water Waste Provisions _____ 16

Water Resource Emergency Management Plan

1.00 Introduction _____ 1
 1.01 Minimum Regulatory Requirements _____ 1
2.00 Implementation and Enforcement _____ 1
 2.01 Provisions to Inform the Public and Opportunity for Input _____ 1
 2.02 Program for Continuing Public Education and Information _____ 2
 2.03 Coordination with the Regional Water Planning Groups and NTMWD _____ 2
 2.04 Initiation and Termination of Water Resource Management Stages _____ 2
 Initiation of a Water Resource Management Stage _____ 2
 Termination of a Water Resource Management Stage _____ 3
 2.05 Procedure for Granting Variances to the Plan _____ 3
 2.06 Procedures for Enforcing Mandatory Water use Restrictions _____ 4
 2.07 Review and Update of Water Resource and Emergency Management Plan _____ 5
3.00 Water Resource and Emergency Management Plan _____ 5
 3.01 Water Resource Management – Stage 1 _____ 6
 Initiation and Termination Criteria for Stage 1 _____ 6
 Goal for Use Reduction Under Stage 1 _____ 7
 Water Management Measures Available Under Stage 1 _____ 7
 3.02 Water Resource Management – Stage 2 _____ 8
 Initiation and Termination Criteria for Stage 2 _____ 8
 Goal for Use Reduction Under Stage 2 _____ 9
 Water Management Measures Available Under Stage 2 _____ 9
 3.03 Water Resource Management – Stage 3 _____ 10

Initiation and Termination Criteria for Stage 3 10
Goal for Use Reduction Under Stage 3 12
Water Management Measures Available Under Stage 3 12

APPENDICES

APPENDIX A List of References
APPENDIX B Texas Administrative Code Title 30 Chapter 288
APPENDIX C TCEQ Water Utility Profile
APPENDIX D NTMWD Member City and Customer Annual Water Conservation Report
APPENDIX E Letters to Regional Water Planning Group and NTMWD
APPENDIX F Adoption of Plans

DEFINITIONS

AQUATIC LIFE means a vertebrate organism dependent upon an aquatic environment to sustain its life.

ATHLETIC FIELD means a public sports competition field, the essential feature of which is turf grass, used primarily for organized sports practice, competition or exhibition events for schools, professional sports and league play sanctioned by the utility providing retail water supply.

BEST MANAGEMENT PRACTICES (BMPs) are voluntary efficiency measures that save a quantifiable amount of water, either directly or indirectly, and that can be implemented within a specific time frame.

COMMERCIAL VEHICLE WASH FACILITY means a permanently located business that washes vehicles or other mobile equipment with water or water-based products, including but not limited to self-service car washes, full-service car washes, roll-over/in-bay style car washes, and facilities managing vehicle fleets or vehicle inventory.

COMMERCIAL FACILITY means business or industrial buildings and the associated landscaping, but does not include the fairways, greens, or tees of a golf course.

CONSERVATION includes those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.

COOL SEASON GRASSES are varieties of turf grass that grow best in cool climates primarily in northern and central regions of the U.S. Cool season grasses include but are not limited to perennial and annual rye grass, Kentucky blue grass and fescues.

CUSTOMERS include those entities to whom NTMWD provides wholesale water that are not member cities of NTMWD.

DESIGNATED OUTDOOR WATER USE DAY means a day prescribed by a rule on which a person is permitted to irrigate outdoors.

DRIP IRRIGATION is a type of micro-irrigation system that operates at low pressure and delivers water in slow, small drips to individual plants or groups of plants through a network of plastic conduits and emitters; also called trickle irrigation.

DROUGHT, for the purposes of this report, means an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources (in this case reservoirs) to be depleted.

ET/SMART CONTROLLERS are irrigation controllers that adjust their schedule and run times based on weather (ET) data. These controllers are designed to replace the amount of water lost to evapotranspiration.

EVAPOTRANSPIRATION (ET) represents the amount of water lost from plant material to evaporation and transpiration. The amount of ET can be estimated based on the temperature, wind, and relative humidity.

EXECUTIVE DIRECTOR means the Executive Director of NTMWD and includes a person the Executive Director has designated to administer or perform any task, duty, function, role, or action related to this Plan or on behalf of the Executive Director.

FOUNDATION WATERING means an application of water to the soils directly abutting (within 2 feet of) the foundation of a building or structure.

INTERACTIVE WATER FEATURES means water sprays, dancing water jets, waterfalls, dumping buckets, shooting water cannons, inflatable pools, temporary splash toys or pools, slip-n-slides, or splash pads that are maintained for recreation.

IRRIGATION SYSTEM means a permanently installed, custom-made, site-specific system of delivering water generally for landscape irrigation via a system of pipes or other conduits installed below ground.

LANDSCAPE means any plant material on a property, including any tree, shrub, vine, herb, flower, succulent, ground cover, grass or turf species, that is growing or has been planted out of doors.

MEMBER CITIES include the cities of Allen, Farmersville, Forney, Frisco, Garland, McKinney, Mesquite, Plano, Princeton, Richardson, Rockwall, Royse City, and Wylie, Texas, which are members of NTMWD.

MUNICIPAL USE means the use of potable water provided by a public water supplier as well as the use of treated wastewater effluent for residential, commercial, industrial, agricultural, institutional, and wholesale uses.

NEW LANDSCAPE means: (a) vegetation installed at the time of the construction of a residential or commercial facility; (b) installed as part of a governmental entity's capital improvement project; or (c) installed to stabilize an area disturbed by construction.

ORNAMENTAL FOUNTAIN means an artificially created structure from which a jet, stream, or flow of treated water emanates and is not typically utilized for the preservation of aquatic life.

POND is considered to be a still body of water with a surface area of 500 square feet or more. This does not include recreational swimming pools.

PUBLIC WATER SUPPLIER is an individual or entity that supplies water to the public for human consumption.

REGIONAL WATER PLANNING GROUP is a group established by the Texas Water Development Board to prepare a regional water plan under Texas Water Code, §16.053.

REGULATED IRRIGATION PROPERTY means any property of a designated customer class (i.e., commercial) that uses one million gallons of water or more for irrigation purposes in a single calendar year or is greater than one acre in size.

RESIDENTIAL GALLONS PER CAPITA PER DAY (RESIDENTIAL GPCD) means the total gallons sold for retail residential use by a public water supplier divided by the residential population served and then divided by the number of days in the year.

RETAIL CUSTOMERS include those customers to whom the utility provides retail water from a water meter.

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

SOAKER HOSE means a perforated or permeable garden-type hose or pipe that is laid above ground that provides irrigation at a slow and constant rate.

SPRINKLER/SPRAY IRRIGATION is the method of applying water in a controlled manner that is similar to rainfall. The water is distributed through a network that may consist of pumps, valves, pipes, and sprinklers.

SPRINKLER means an above-ground water distribution device that may be attached to a garden hose.

RECREATIONAL/SWIMMING POOL is defined as a body of water that involves contact recreation. This includes activities that are presumed to involve a significant risk of ingestion of water (e.g. wading by children, swimming, water skiing, diving, tubing, surfing, etc.)

TOTAL GALLONS PER CAPITA PER DAY (TOTAL GPCD) means the total amount of water diverted and/or pumped for potable use less wholesale sales divided by the total permanent population divided by the days of the year. Diversion volumes of reuse as defined in TAC 288.1 shall be credited against total diversion volumes for the purposes of calculating GPCD for targets and goals.

WATER CONSERVATION COORDINATOR is the person designated by a retail public water supplier that is responsible for implementing a water conservation plan.

WATER CONSERVATION PLAN means the Member City or Customer water conservation plan approved and adopted by the utility.

WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN means a plan for temporary supply management and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies required by Texas Administrative Code Title 30, Chapter 288, Subchapter B. This is sometimes called a drought contingency plan.

ABBREVIATIONS

Ac-Ft/Yr	Acre-Feet per Year
BMP	Best Management Practices
DWU.....	Dallas Water Utilities
E&O.....	Education and Outreach
ED.....	Executive Director
EPA.....	Environmental Protection Agency
ET.....	Evapotranspiration
FNI.....	Freese and Nichols, Inc.
gpf.....	Gallons per Flush
gpm.....	Gallons per Minute
LAMP.....	Linear Asset Management Plan
LRWSP.....	Long Range Water Supply Plan
FWSD.....	Fresh Water Supply District
GPCD.....	Gallons per Capita per Day
ICIM.....	Industrial, Commercial, Institutional and Multifamily
MGD.....	Million Gallons per Day
MUD.....	Municipal Utility District
NCTCOG.....	North Central Texas Council of Governments
NTMWD.....	North Texas Municipal Water District
SUD.....	Special Utility District
TCEQ.....	Texas Commission on Environmental Quality
TRWD.....	Tarrant Regional Water District
TWDB.....	Texas Water Development Board
UTRWD.....	Upper Trinity Regional Water District
UD.....	Utility District
WCAC.....	Water Conservation Advisory Council
WCP.....	Water Conservation Plan
WREMP.....	Water Resource and Emergency Management Plan
WSC.....	Water Supply Corporation
WENNT.....	Water Efficiency Network of North Texas
WTP.....	Water Treatment Plant
WWTP.....	Wastewater Treatment Plant

2024 Water Conservation Plan

This Water Conservation Plan has been developed in accordance with the requirements of 30 Texas Administrative Code (TAC) Chapter 288. A copy of the version of 30 TAC Chapter 288 in place at the time of this Plan preparation is included in Appendix B.

1.00 INTRODUCTION

The City of Lucas is a Customer of the North Texas Municipal Water District (NTMWD). This Plan was developed following TCEQ guidelines and requirements governing the development of water conservation plans.

The goal of the Water Conservation Plan is to serve as good stewards of water resources by preserving water supplies for essential uses and the protection of public health. The objectives to achieve this goal are as follows:

- To reduce the loss and waste of water.
- To improve efficiency in both indoor and outdoor water use.
- To maximize the level of recycling and reuse.
- To protect and preserve environmental resources.
- To extend the life of current water supplies.
- To raise public awareness of water conservation and encourage responsible personal behavior through public education programs.

1.01 MINIMUM REGULATORY REQUIREMENTS CHECKLIST

A water conservation plan is defined as “[a] strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water. A water conservation plan may be a separate document identified as such or may be contained within another water management document”. Recognizing the need for efficient use of existing water supplies, the TCEQ has developed guidelines and requirements governing the development of water conservation and drought contingency plans. The minimum TCEQ requirements and where they are addressed within this document are included in **Appendix B**.

1.02 ADDITIONAL REQUIREMENTS AND GUIDANCE

In addition to TCEQ rules regarding water conservation, this Plan also incorporates both minimum requirements as required from NTMWD and elements from several conservation initiatives.

- **2024 NTMWD Water Conservation Plan** – Member Cities and Customers of the NTMWD are required to implement water conservation strategies as designated in the NTMWD Water Conservation Plan. These strategies represent minimum measures to be implemented and enforced to promote water conservation and are to remain in effect on a permanent basis.

- **Guidance and Methodology for Reporting on Water Conservation and Water Use** – Developed by TWDB and TCEQ in consultation with the Water Conservation Advisory Council (the Guidance). The Guidance was developed in response to a charge by the 82nd Texas Legislature to develop water use and calculation methodology and guidance for preparation of water use reports and water conservation plans in accordance with TCEQ rules.
- **North Texas Regional Landscape Initiative** – The North Texas regional water providers (NTMWD, DWU and TRWD) collaborated to create the Regional Landscape Initiatives. This document was developed as a resource of best management practices for municipal staff to help reduce water waste and encourage long-term water conservation in the North Texas region. Information consists of the background, importance, and benefits of each BMP and key talking points to consider when implementing the strategy. Several of the optional water management measures included in this Plan are from this collaborative initiative.

2.00 WATER UTILITY PROFILE

This section contains a description of the City of Lucas’ service area and water system. This information can also be reviewed in **Appendix C**, which contains a completed TCEQ Water Utility Profile.

2.01 DESCRIPTION OF THE SERVICE AREA

The City of Lucas water system consists of the area defined in CCN Number 10193 as registered with Public Utilities Commission of the State of Texas. It is largely but not entirely coterminous with the corporate limits of the City of Lucas.

2.02 WATER UTILITY PROFILE

- The City of Lucas’ existing water supply is composed of purchased treated water from NTMWD.

3.00 WATER CONSERVATION GOALS

TCEQ rules require the adoption of specific 5-year and 10-year water conservation goals for a water conservation plan.

3.01 5- AND 10-YEAR GOALS

Per capita water use varies from year to year based on several factors including weather conditions, changing demographics and other variables. The TWDB requires specific 5- and 10-year goals which are summarized in **Table 1**.

Table 1: Five- and 10-Year Per Capita Water Use Goals

	Historic 5-Year Average	Baseline	5-Year Goal 2029	10-Year Goal 2034
Total (GPCD) ¹	197	259	195	193
Residential (GPCD) ²	170	222	168	167
ICIM (GPCD) ³	7	10	5	5
Water Loss (GPCD) ⁴	16	25	14	13
Water Loss (Percentage) ⁵	8	10	11	10

¹Total GPCD = (Total Gallons in System / Permanent Population) / 365

²Residential GPCD = (Gallons Used for Residential Use / Residential Population) / 365

³ICIM GPCD = (Gallons Used for Industrial, Commercial, Institutional and Multi-family Use / Permanent Population) / 365

⁴Water Loss GPCD = (Total Water Loss / Permanent Population) / 365

⁵Water Loss Percentage = (Total Water Loss / Total Gallons in System) x 100; or (Water Loss GPCD / Total GPCD) x 100

3.02 METHOD FOR TRACKING

NTMWD requires Member Cities and Customers to complete annual conservation reports by March 31 of the following year and submit them to NTMWD. A copy of the form is included as **Appendix D**.

The completion of this Annual Water Conservation Report allows the City of Lucas to track the effectiveness of its water conservation programs over time and reassess those programs that are not providing water savings, ensuring maximum water use efficiency and greater levels of conservation.

4.00 METERING, RECORDS AND WATER LOSS CONTROL

4.01 METERING PROGRAM

One of the key elements in water conservation is careful tracking of water use and control of losses. Careful metering of water deliveries and water use, detection and repair of leaks in the distribution system, and regular monitoring of unaccounted water are important in controlling losses.

ACCURATE METERING OF TREATED WATER DELIVERIES FROM NTMWD

Accurate metering of water diversions and deliveries, detection, and repair of leaks in the raw water transmission and potable water distribution systems and regular monitoring of nonrevenue water are important elements of NTMWD’s program to control losses. Water deliveries from NTMWD are metered by NTMWD using meters with accuracy of ±2%. These meters are calibrated on an annual basis by NTMWD to maintain the required accuracy.

METERING OF CUSTOMER AND PUBLIC USES

The provision of water to all customers, including public and governmental users, is metered. The City of Lucas utilizes Neptune Smart Meters for collection of all meter reads and has the ability to data log the last 90 days of hourly usage for each account if needed to determine usage or discrepancies.

METER TESTING, REPAIR AND REPLACEMENT

Meters are tested and replaced on a regular basis. The City of Lucas Utility Billing will flag any meters with abnormal usage for Public Works Specialists to investigate. The City of Lucas will also investigate a meter if requested by a resident regarding concerns about their utility bill. If a meter is deemed faulty or damaged, it is replaced with a new meter. All meters in the City of Lucas were replaced within the last five years and all have a 20-year warranty through Neptune. The City of Lucas utilizes the warranty if any meters are found to be faulty or damaged.

4.02 MONITORING AND RECORD MANAGEMENT PROGRAM

As required by TAC Title 30, Chapter 288, a record management system should allow for the separation of water sales and uses into residential, commercial, public/institutional, and industrial categories. This information is included in the NTMWD annual water conservation report that is included in **Appendix D**.

4.03 WATER LOSS CONTROL PROGRAM

DETERMINATION AND CONTROL OF WATER LOSS

Total water loss is the difference between treated water pumped and authorized consumption or metered deliveries to customers. Authorized consumption includes billed metered uses and unbilled metered uses including firefighting and releases for flushing of lines.

Water losses include two categories:

- Apparent losses such as inaccuracies in customer meters and unauthorized consumption due to illegal connections and theft. Customer meters tend to run more slowly as they age and under-report actual use.
- Real losses due to water main breaks and leaks in the water distribution system and unreported losses.

LEAK DETECTION AND REPAIR

Water utility crews and personnel look for and report evidence of leaks in the water distribution system. Pressure sensors are placed in different areas of the distribution system to

help identify leaks or drops in pressure due to damaged infrastructure. Neptune Smart Meters flag continuous usage and tell you how many days the continuous use has occurred. Areas of the water distribution system in which numerous leaks and line breaks occur are targeted for replacement as funds are available.

5.00 CONTRACT REQUIREMENTS FOR WHOLESALE CUSTOMERS

Every water supply contract entered into or renewed after official adoption of this water conservation plan, including any contract extension, will include a requirement that each wholesale customer must develop and implement a water conservation plan and water conservation measures. If the customer intends to resell the water, then the contract between the initial supplier and customer must specify that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of Title 30 TAC Chapter 388. Note: NTMWD refers to their Drought Contingency Plan (DCP) as the Water Resources Emergency Management Plan (WREMP) and should be considered synonymous with a DCP.

6.00 RESERVOIR SYSTEM OPERATIONS PLAN

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

7.00 CONSERVATION PLAN ADOPTION AND ENFORCEMENT

7.01 MEANS OF IMPLEMENTATION AND ENFORCEMENT

Staff will implement the Plan in accordance with adoption of the Plan. **Appendix F** contains a copy of the ordinance adopted regarding this Plan. The document designates responsible officials to implement and enforce the Plan.

The City of Lucas will enforce the requirements of this plan through a variety of mechanisms based on the nature of the regulated activity or service:

- No new development or construction shall be approved if it fails to meet the requirements of this plan and all adopted city codes and ordinances.
- Any connection not approved through the permitting or development process is considered illegal and will be disconnected if discovered.
- The City will disconnect water service to customers who fail to make payments.

- The City uses an increasing block rate water structure to encourage conservation as explained in Section 8.02 (C) of this plan and may be revised for future updates to the Fee Schedule in the City of Lucas Code of Ordinances.
- The City will apply administrative fees and other penalties for violation of daily watering days and times as laid out in this plan based on proactive patrolling and reporting of violations.
- The City is committed to public education efforts intended to mitigate water loss and promote conservation.

7.02 REVIEW AND UPDATE OF WATER CONSERVATION PLAN

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

7.03 REGIONAL WATER PLANNING GROUP AND NTMWD NOTIFICATION

In accordance with TCEQ regulations, a copy of this water conservation plan was provided to the Region C Water Planning Group. In accordance with NTMWD contractual requirements, a copy of this water conservation plan was also sent to NTMWD. **Appendix E** includes a copy of the letters sent.

8.00 WATER CONSERVATION PROGRAM

8.01 PUBLIC EDUCATION PROGRAM

NTMWD PUBLIC EDUCATION PROGRAM AND TECHNICAL ASSISTANCE

The City of Lucas obtains water conservation support from the NTMWD. This includes several public education and outreach efforts such as:

- Beginning in 2006 and continuing through 2018, NTMWD invested in the development and implementation of the “Water IQ: Know Your Water” campaign, including newspaper ads, radio spots, billboards, a website, and other forms of communication all intended to educate the public regarding water use and water conservation. During the 2017 campaign, over a quarter of a million people were reached by the program through media relations, outreach and interactive media. The total audience reached through the campaign in 2017 was over 88 million impressions.
- In 2013, NTMWD participated in the “Water My Yard” program to install weather stations throughout its service area to provide consumers with a weekly email or text message and information through the Water My Yard website recommending the adequate amount of supplemental water that is needed to maintain healthy grass in specific locations. This service represents the largest network of weather stations

providing ET-based irrigation recommendations in the state of Texas and provides the public with advanced information regarding outdoor irrigation needs, thereby reducing water use. Through a series of selections on the type of irrigation system a consumer has, a weekly email or text message is provided that will recommend how long (in minutes) that an irrigation system needs to run based on the past seven days of weather. This recommendation provides the actual amount of supplemental water that is required for a healthy lawn based on research of the Texas A&M Agrilife Extension Service and proven technologies.

- “Water4Otter” is a water conservation campaign for kids launched by NTMWD in 2014. It is based on the insight that most parents agree they would listen if their kids asked them to conserve water. The TWDB awarded the NTMWD a conservation grant to develop Water4Otter as a model program that could be used throughout the state. The 2023 program included 22 performances at 11 schools in eight different ISDs including stops at elementary schools in Wylie, Garland, Mesquite, Plano, Princeton, Richardson, and Royse City.
- “Love Lavon Lake” is a water conservation campaign designed to help North Texans know their primary water source. The campaign launched in 2018 with a call to action to, “Conserve your water source. Love Lavon Lake”. The campaign was based on market research showing the more people know the source of their drinking water, the more likely they are to use it wisely and efficiently.
- NTMWD implemented the “#PledgetoPlantSmart” initiative that seeks to inspire positive change in water conservation by encouraging North Texas residents to do their part and plant smart by selecting native or adapted plants for their garden and landscaping.

NTMWD also participates in a regional outreach campaign called “Water is Awesome” partnering with the City of Dallas and Tarrant Regional Water District. NTMWD Member Cities and Customers have access to the campaign materials which include:

- In 2019, an additional tagline, “Keep Texas Water on Tap”, was incorporated to promote the Water is Awesome brand and direct traffic to waterisawesome.com.
- In 2020, a “customer city toolkit” provided customizable resources allowing cities to incorporate their logos with the campaign brand for their website, social media, and print. Cities are encouraged to use campaign resources to advance conservation efforts.
- In 2021, the regional water providers collaborated to create the Regional Landscape Initiatives. This document was developed as a resource of best management practices for municipal staff to help reduce water waste and encourage long-term water conservation in the North Texas region. Information consists of the background,

importance, and benefits of each BMP and key talking points to consider when implementing the strategy. Several of the optional water management measures included in this Plan are from this collaborative initiative.

- The 2023 campaign will include a focus on short HGTV-style web series about converting yards into drought-resistant, water-conservative yardscapes.

Conservation materials and more are made available to Member Cities and Customers through an online portal that is hosted by NTMWD. In addition to the portal, the NTMWD actively provides technical assistance through the following:

- NTMWD holds **Regularly Scheduled Meetings** with Member Cities and Customers for water supply updates, public campaign strategies, and legislative activities related to water and water conservation.
- NTMWD purchases **American Water Works Association Research Foundation Publications** for use by Member Cities and Customers to further enhance resources for water efficiency, water rate structures, etc. Additionally, NTMWD pays for Member City and Customer membership to the **Alliance for Water Efficiency**.
- To assist its Member Cities and Customers in the development of their own water conservation plans, NTMWD has developed a **Model Water Conservation Plan for NTMWD Member Cities and Customers**. The Model Water Conservation Plan addresses the TCEQ requirements for water conservation plans for municipal use by public water suppliers and includes advanced water conservation strategies beyond TCEQ requirements that mirror the NTMWD plan. This is available online at <https://www.ntmwd.com/login/portal/>.
- Since 2003, NTMWD has held **Water Conservation Workshops** for staff of its Member Cities and Customers. These workshops have covered several conservation-related topics, including TCEQ requirements for water conservation and drought contingency plans, advanced water conservation strategies, current NTMWD water conservation efforts, water conservation programs of the cities, current drought status, progress on future water supplies, and related topics. These workshops also provide training and education regarding water use accounting, irrigation evaluations, industrial, commercial, and institutional audits, and other procedures. Additional examples include workshops on Water Loss Audit Training as well as on the TWDB Water Conservation Planning Tool.
- Based on the annual reporting data collected from Member Cities and Customers from 2022, approximately 24% of the District's treated water sales went to supply ICIM users within their service area. To target programs for this customer base, the District hired Plummer Associates, Inc. to create the **Industrial, Commercial, Institutional and**

Multifamily Program. The ICIM program provides NTMWD Member City and Customer staff with the knowledge and tools necessary to identify ICIM customers with high water usage. This program was created to categorize water use data to find outliers and identify areas to concentrate water conservation efforts. This program can help Member Cities and Customers' ICIM water customers develop targeted methods for increasing water efficiency as an alternative to a traditional voluntary approach for water consumption improvement.

- As part of the ICIM program, the District is currently engaging with the Member and Customer Cities to encourage their ICIM customers to participate in **Water Efficiency Opportunity Surveys**. These surveys encompass a building audit that recommends various water conservation measures that can be implemented to save both money and water. Items addressed include toilet retrofits, urinal retrofits, showerhead retrofits, lavatory retrofits, non-lavatory faucet retrofits, leak repair, water cooled ice machine retrofit, commercial disposer, food steam, cooling tower efficiency and irrigation system efficiency. As of June 2023, NTMWD has utilized the ICIM program to audit four buildings resulting in an estimated annual water savings of 87.4 million gallons.
- As part of its wastewater system, NTMWD has developed **Industrial Pretreatment Programs** for the cities of Allen, Forney, Frisco, McKinney, Mesquite, Murphy, Plano, Richardson, Rockwall, Terrell, and Wylie. The pretreatment programs developed by NTMWD are adopted and implemented by the cities, which are also responsible for enforcement of the programs. By reducing allowable volumes of specific pollutants and encouraging pretreatment of industrial wastes, this joint effort by NTMWD and the cities has improved water quality in the region's streams and reservoirs. NTMWD industrial pretreatment personnel are also available to assist cities on request in the review or design of systems to allow industrial recycling and reuse of wastewater. Such systems have reduced water use by some industries, while also reducing wastewater volumes and saving money for the industries.
- NTMWD encourages its Member Cities and Customers to develop and implement **Rebate and Bulk Purchasing Programs** that help the Member Cities and Customers achieve overall water savings. Further, NTMWD provides technical assistance to those Member Cities and Customers who wish to implement rebate and bulk purchasing programs.

PUBLIC EDUCATION PROGRAM

Water conservation signs are placed throughout the city. Information and online resource links for water conservation are available on the City of Lucas website. The City of Lucas will display watering restrictions on outdoor signs at City Hall and the Fire Station. Information is also made available at city special events.

The City of Lucas maintains a map of scheduled watering days based on location within service areas of the water system. The watering days map is available on the City of Lucas website. The City of Lucas will continue to promote water conservation to the public and has opportunities to utilize NTMWD's stream water trailer during special events to educate the public on water conservation and demonstrate water runoff issues.

8.02 REQUIRED CONSERVATION STRATEGIES

The following water conservation strategies are required. These strategies represent minimum measures to be implemented and enforced to promote water conservation and are to remain in effect on a permanent basis.

TCEQ CONSERVATION PLAN REQUIREMENTS

The preceding sections cover the regulatory requirements identified in TAC Title 30, Part 1, Chapter 288, Subchapter B, Rule 288. These rules are included in **Appendix B**.

CONSERVATION COORDINATOR

The designation of a Conservation Coordinator is required by House Bill 1648, effective September 1, 2017 for all retail public water utilities with 3,300 service connections or more. The NTMWD requires that all Member Cities and Customers, regardless of number of connections, appoint a Conservation Coordinator who will serve as the primary point of contact between the entity and the District on conservation matters.

The duties of the Conservation Coordinator are as follows:

- Submit an annual conservation report to NTMWD by March 31. This is referred to as the 'Appendix D Report'. NTMWD will provide a blank workbook for each Member City and Customer to fill out prior to the deadline.
- Submit an adopted Water Conservation and Water Resource Emergency Management Plan by May 1, 2024 (and every five years afterwards). These plans must be submitted to NTMWD, the applicable Regional Water Planning Group, TCEQ and TWDB. The conservation coordinator is also responsible for submitting a copy of the Plan if it is updated after initial adoption and submission.

The City of Lucas' Conservation Coordinator is identified below. The City of Lucas will notify NTMWD if this changes at any point before the water conservation plan is updated.

Patrick Hubbard, Capital Improvement Projects Manager

Phone: 972-912-1209

Email: [phubbard@lucatexas.us](mailto:p Hubbard@lucatexas.us)

WATER CONSERVATION PRICING

Each Member City and Customer must adopt an increasing block rate water structure that is intended to encourage water conservation and to discourage excessive use and waste of water.

The City of Lucas adopted the residential and commercial water rate structure in the Fee Schedule of the City of Lucas Code of Ordinances on February 16, 2023, and is as follows:

Residential 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

§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

Effective date	3/1/23	10/1/23	10/1/24	10/1/25	10/1/26
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

Commercial Rates

§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
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

Effective date	3/1/23	10/1/23	10/1/24	10/1/25	10/1/26
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

\$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
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

Effective date	3/1/23	10/1/18	10/1/19	10/1/20	10/1/21
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

ORDINANCES, PLUMBING CODES, OR RULES ON WATER-CONSERVING FIXTURES

The City of Lucas plumbing code standards encourages water conservation and meets the minimum statutory requirements. The state has required water-conserving fixtures in new construction and renovations since 1992. The state standards call for flows of no more than 2.5 gallons per minute (gpm) for faucets and 2.5 gpm for showerheads. As of January 1, 2014, the state requires maximum average flow rates of 1.28 gallons per flush (gpf) for toilets and 0.5 gpf for urinals. Similar standards are now required under federal law. These state and federal standards assure that all new construction and renovations will use water-conserving fixtures.

REUSE AND RECYCLING OF WASTEWATER

NTMWD currently has the largest wastewater reuse program in the state. NTMWD has water rights allowing reuse of up to 71,882 acre-feet per year (64 MGD) of treated wastewater discharges from the Wilson Creek Wastewater Treatment Plant for municipal purposes. Additionally, NTMWD has permitted and is currently constructing the Sister Grove Regional Water Resource Recovery Facility in the Lavon Lake watershed. This facility will have an initial capacity of 16 MGD and an ultimate capacity of 64 MGD.

NTMWD has also developed the East Fork Water Reuse Project which can divert treated wastewater discharges by NTMWD and purchased wastewater return flows from TRA via Main Stem Pump Station. NTMWD also provides treated effluent from its wastewater treatment plants available for direct reuse for landscape irrigation and industrial use.

YEAR-ROUND OUTDOOR WATERING SCHEDULES

A mandatory weekly watering schedule has been gradually gaining acceptance in the region and the state. NTMWD requires all Member Cities and Customers to adhere to a permanent outdoor watering schedule.

- **Summer (April 1 – October 31)** –Spray irrigation with sprinklers or irrigation systems at each service address must be limited to no more than **two days per week**. Additionally, prohibit lawn irrigation watering from **10 a.m. to 6 p.m.** Education should be provided that irrigation **should only be used when needed**, which is often less than twice per week, even in the heat of summer.

- **Winter (November 1 – March 31)** – Spray irrigation with sprinklers or irrigation systems at each service address must be limited to no more than **one day per week** with education that less than once per week (or not at all) is usually adequate.

Additional irrigation may be provided by hand-held hose with shutoff nozzle, use of dedicated irrigation drip zones, and/or soaker hose provided no runoff occurs. Many North Texas horticulturists have endorsed twice-weekly watering as more than sufficient for landscapes in the region, even in the heat of summer.

The City of Lucas maintains a map of scheduled watering days based on location within the service areas of the water system. This map is available on the City of Lucas website.

TIME OF DAY WATERING SCHEDULE

NTMWD requires that during the summer months (April 1 – October 31) under normal conditions, spray irrigation with an irrigation system or sprinkler is only permitted on authorized watering days, before 10 a.m. or after 6 p.m. The primary purpose of this measure is to reduce wind drift and evaporation losses during the active growing season. The time-of-day watering schedule requirement increases watering efficiency by eliminating outdoor irrigation use when climatic factors negatively impact irrigation system efficiencies. Midday irrigation is not an optimal time to irrigate because evapotranspiration rates are higher, and plants are more susceptible to stress associated with factors such as higher temperatures and lower relative humidity.

IRRIGATION SYSTEM REQUIREMENTS FOR NEW AND COMMERCIAL SYSTEMS

In 2007, the 80th Texas Legislature passed House Bill 1656, Senate Bill 3, and House Bill 4 related to regulating irrigation systems and irrigators by adopting minimum standards and specifications for designing, installing, and operating irrigation systems. The Texas legislation required cities with a population over 20,000 to develop a landscape irrigation program that includes permitting, inspection, and enforcement of water conservation for new irrigation systems. NTMWD **requires** all Member Cities and Customers adhere to a minimum set of irrigation standards:

- 1) Require that all new irrigation systems be in compliance with state design and installation regulations (Texas Administrative Code Title 30, Chapter 344).
- 2) Require operational rain and freeze sensors and/or ET or Smart controllers on all new irrigation systems. Rain and freeze sensors and/or ET or Smart controllers must be properly maintained to function properly.
- 3) Require that irrigation systems be inspected at the same time as initial backflow preventer inspection.

- 4) Require the owner of a regulated irrigation property to obtain an evaluation of any permanently installed irrigation system on a 3 year basis. The irrigation evaluation shall be conducted by a licensed irrigator in the state of Texas and be submitted to the local water provider (i.e., city, water supply corporation).

WATER WASTE PROVISIONS

NTMWD requires all Member Cities and Customers prohibit activities that waste water. The main purpose of a water waste ordinance is to provide for a means to enforce that water waste is prevented during lawn and landscape irrigation, that water resources are conserved for their most beneficial and vital uses, and that public health is protected. It provides a defined enforcement mechanism for exceptional neglect related to the proper maintenance and efficient use of water fixtures, pipes, and irrigation systems. The ordinance can provide additional assistance or enforcement actions if no corrective action has been taken after a certain number of correspondences.

NTMWD **requires** that the following water waste ordinance offenses include:

- 1) The use of irrigation systems that water impervious surfaces. (Wind-driven water drift will be taken into consideration.)
- 2) Outdoor watering during precipitation or freeze events.
- 3) The use of poorly maintained sprinkler systems that waste water.
- 4) Excess water runoff or other obvious waste.
- 5) Overseeding, sodding, sprigging, broadcasting or plugging with cool season grasses or watering cool season grasses, except for golf courses and athletic fields.
- 6) The use of potable water to fill or refill residential, amenity, and any other natural or manmade ponds. A pond is considered to be a still body of water with a surface area of 500 square feet or more. This does not include recreational swimming pools.
- 7) Non-commercial car washing that does not use a water hose with an automatic shut-off valve.
- 8) Hotels and motels that do not offer a linen reuse water conservation option to customers.
- 9) Restaurants, bars, and other commercial food or beverage establishments that provide drinking water to customers unless a specific request is made by the customer for drinking water.
- 10) Installation of splash pads that use a flow-through system instead of a cycle tank.

2024 Water Resource and Emergency Management Plan

Under Texas Water Code Chapter 11 and Title 30 Texas Administrative Code Chapter 288, Retail, Irrigation and Wholesale Public Water Suppliers are required to develop, implement and submit updated Drought Contingency Plans to the TCEQ every five years.

1.00 INTRODUCTION

The City of Lucas is a Customer of the North Texas Municipal Water District (NTMWD). This Plan was developed following TCEQ guidelines and requirements governing the development of drought contingency plans.

The goal of the Water Resources and Emergency Management Plan is to prepare for potential water shortages and to preserve water for essential uses and the protection of public health. The objectives to achieve this goal are as follows:

- To save water during droughts, water shortages, and emergencies.
- To save water for domestic use, sanitation, and fire protection.
- To protect and preserve public health, welfare, and safety.
- To reduce the adverse impacts of shortages.
- To reduce the adverse impacts of emergency water supply conditions.

Note: NTMWD refers to their drought contingency plan (DCP) as the Water Resources Emergency Management Plan (WREMP) and should be considered synonymous with a DCP.

1.01 MINIMUM REGULATORY REQUIREMENTS

A drought contingency plan is defined as “a strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies”. Recognizing the need for efficient use of existing water supplies, the TCEQ has developed guidelines and requirements governing the development of water conservation and drought contingency plans.

The minimum TCEQ requirements and where they are addressed within this document are described in **Appendix B**.

2.00 IMPLEMENTATION AND ENFORCEMENT

2.01 PROVISIONS TO INFORM THE PUBLIC AND OPPORTUNITY FOR INPUT

The City of Lucas provided opportunity for public input in the development of this Plan by the following means:

- Providing written notice of the proposed Plan and the opportunity to comment on the Plan by newspaper and posted notice.
- Posting the draft Plan on the community website and/or social media.
- Providing the draft Plan to anyone requesting a copy.

- Holding a public meeting regarding the Plan on 4/4/2024. Public notice of this meeting was provided on the community website and in local newspapers.
- Approving the Plan at a public meeting on 4/18/2024. Public notices of this meeting were provided on the community website and live video/audio was available during the meeting.

2.02 PROGRAM FOR CONTINUING PUBLIC EDUCATION AND INFORMATION

The City of Lucas informs and educates the public about the Plan by the following means:

- Preparing information describing the plan and making it available at City Hall and/or other appropriate locations.
- Including information and making the Plan available to the public through the community website and/or social media.
- Notifying local organizations, schools, and civic groups that utility staff are available to make presentations on the Plan (usually in conjunction with presentations on water conservation programs).
- At any time that the Plan is activated or changes, the City of Lucas will notify residents and commercial businesses of the issues, the water resource management stage (if applicable), and the specific actions required of the public. The information will also be publicized on the community website and/or social media. Billing inserts will also be used as appropriate.

2.03 COORDINATION WITH THE REGIONAL WATER PLANNING GROUPS AND NTMWD

Appendix E of this Plan includes copies of letters sent to the Chairs of the appropriate regional water planning groups as well as NTMWD.

2.04 INITIATION AND TERMINATION OF WATER RESOURCE MANAGEMENT STAGES

INITIATION OF A WATER RESOURCE MANAGEMENT STAGE

The City Manager may order the implementation of a water resource management stage when one or more of the trigger conditions for that stage is met.

- NTMWD has initiated a water resource management stage. (Stages imposed by NTMWD action **must** be initiated by Member Cities and Customers.)

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

- The public will be notified through local media and the supplier’s website.
- Wholesale customers and NTMWD will be notified by email that provides details of the reasons for initiation of the water resource management stage.
- If any mandatory provisions of the Plan are activated, the City of Lucas will notify the TCEQ and the NTMWD Executive Director within five business days. Instructions can be accessed on the NTMWD portal online at https://www.tceq.texas.gov/drinkingwater/homeland_security/security_pws.

TERMINATION OF A WATER RESOURCE MANAGEMENT STAGE

Water resource management stages initiated by NTMWD may be terminated after NTMWD has terminated the stage. For stages initiated by the City Manager, they may order the termination of a water resource management stage when the conditions for termination are met or at their discretion.

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

- The public will be notified through local media and the supplier’s website.
- Wholesale customers and NTMWD will be notified by email.
- If any mandatory provisions of the Plan that have been activated are terminated, the City of Lucas will notify the TCEQ Executive Director and the NTMWD Executive Director within five business days. Instructions can be accessed on the NTMWD portal online at https://www.tceq.texas.gov/drinkingwater/homeland_security/security_pws .

The City Manager may decide not to order the termination of a water resource management stage even though the conditions for termination of the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, or the anticipation of potentially changed conditions that warrant the continuation of the water resource management stage. The reason for this decision should be documented.

2.05 PROCEDURE FOR GRANTING VARIANCES TO THE PLAN

The City Manager may grant temporary variances for existing water uses otherwise prohibited under this Plan if one or more of the following conditions are met:

- Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person or entity requesting the variance.
- Compliance with this Plan cannot be accomplished due to technical or other limitations.

- Alternative methods that achieve the same level of reduction in water use can be implemented.

Variances shall be granted or denied at the discretion of the City Manager. All petitions for variances should be in writing and should include the following information:

- Name and address of the petitioners.
- Purpose of water use.
- Specific provisions from which relief is requested.
- Detailed statement of the adverse effect of the provision from which relief is requested.
- Description of the relief requested.
- Period of time for which the variance is sought.
- Alternative measures that will be taken to reduce water use and the level of water use reduction.
- Other pertinent information.

2.06 PROCEDURES FOR ENFORCING MANDATORY WATER USE RESTRICTIONS

Mandatory water use restrictions may be imposed in Stage 1, Stage 2 and Stage 3.

The City of Lucas will enforce the requirements of this plan through a variety of mechanisms based on the nature of the regulated activity or service:

- No new development or construction shall be approved if it fails to meet the requirements of this plan and all adopted city codes and ordinances.
- Any connection not approved through the permitting or development process is considered illegal and will be disconnected if discovered.
- The City will disconnect water service to customers who fail to make payments.
- The City uses an increasing block rate water structure to encourage conservation as explained in Section 8.02 (C) of this plan and may be revised for future updates to the Fee Schedule in the City of Lucas Code of Ordinances.
- The City will apply administrative fees and other penalties for violation of daily watering days and times as laid out in this plan based on proactive patrolling and reporting of violations.
- The City is committed to public education efforts intended to mitigate water loss and promote conservation.

2.07 REVIEW AND UPDATE OF WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN

As required by TCEQ rules, the City of Lucas must review their respective Plan every five years. The plan will be updated as appropriate based on new or updated information.

3.00 WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN

Initiation and termination criteria for water management stages include general, demand, supply, and emergency criteria. One of the major indicators of approaching or ongoing drought conditions is NTMWD’s combined reservoir storage, defined as storage at Lavon Lake plus storage in Bois d’Arc Lake. Percent storage is determined by dividing the current storage by the total conservation storage when the lakes are full. **Table 1** summarizes the water management stages by triggers based on percent combined storage and associated demand reduction goals and outdoor watering restrictions. The following sections go into more detail on the three water management stages.

TCEQ requires notification when mandatory restrictions are placed on a customer. NTMWD must notify TCEQ when they impose mandatory restrictions on Member Cities and Customers. Member Cities and Customers must likewise notify TCEQ when they impose mandatory restrictions on their customers (wholesale or retail). Measures that impose mandatory requirements on customers are denoted with “**requires notification to TCEQ**”. NTMWD and the utilities must notify TCEQ within five business days if these measures are implemented (<https://www.tceq.texas.gov/response/drought/drought-and-public-water-systems>).

Table 2: Water Management Plan Stages Summary

Drought Stage		April to October	November to March	Demand Reduction Goal	Outdoor Watering Restrictions
		Percent Combined Storage			
Stage 1	Initiation	70%	60%	2%	2X per week (Apr-Oct) 1X per week (Nov-Mar)
	Termination	75%	65%		
Stage 2	Initiation	55%	45%	5%	1X per week (Apr-Oct) 1X every other week (Nov-Mar)
	Termination	70%	60%		
Stage 3	Initiation	30%	20%	30%	No outdoor watering
	Termination	55%	45%		

3.01 WATER RESOURCE MANAGEMENT – STAGE 1

INITIATION AND TERMINATION CRITERIA FOR STAGE 1

NTMWD has initiated Stage 1, which may be initiated when one or more of the following criteria is met:

- **General Criteria**
 - The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 1.
 - One or more source(s) is interrupted, unavailable, or limited due to contamination, invasive species, equipment failure or other cause.
 - The water supply system is unable to deliver needed supplies due to the failure or damage of major water system components.
 - Part of the system has a shortage of supply or damage to equipment. (NTMWD may implement measures for only that portion of the system impacted.)
 - A portion of the service area is experiencing an extreme weather event or power grid/supply disruptions.
- **Demand Criteria**
 - Water demand has exceeded or is expected to exceed 90% of maximum sustainable production or delivery capacity for an extended period.
- **Supply Criteria**
 - The combined storage in Lavon and Bois d’Arc Lake, as published by the TWDB, is less than:
 - 70% of the combined conservation pool capacity during any of the months of April through October
 - 60% of the combined conservation pool capacity during any of the months of November through March
 - The Sabine River Authority (SRA) has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Stage 1 drought.
 - NTMWD is concerned that Lake Texoma, Jim Chapman Lake, the East Fork Water Reuse Project, Main Stem Pump Station, and/or some other NTMWD water source may be limited in availability within the next six months.

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

- **General Criteria**

- The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the termination of Stage 1.
- The circumstances that caused the initiation of Stage 1 no longer prevail.
- **Supply Criteria**
 - The combined storage in Lavon and Bois d'Arc Lakes, as published by the TWDB, is greater than:
 - 75% of the combined conservation pool capacity during any of the months of April through October
 - 65% of the combined conservation pool capacity during any of the months of November through March

GOAL FOR USE REDUCTION UNDER STAGE 1

The goal for water use reduction under Stage 1 is an annual reduction of 2% in the use that would have occurred in the absence of water management measures. Because discretionary water use is highly concentrated in the summer months, savings should be higher than 5% in summer to achieve an annual savings goal of 2%. **If circumstances warrant, the Executive Director can set a goal for greater or less water use reduction.**

WATER MANAGEMENT MEASURES AVAILABLE UNDER STAGE 1

The actions listed below are provided as potential measures to reduce water demand. NTMWD may choose to implement any or all of the available restrictions in Stage 1.

- **Requires notification to TCEQ by NTMWD.** Require Member Cities and Customers (including indirect Customers) to initiate Stage 1 restrictions in their respective, independently adopted water resource management plans.
- Continue actions described in the water conservation plan.
- Increase enforcement of landscape watering restrictions from the water conservation plan.
- Initiate engineering studies to evaluate alternative actions that can be implemented if conditions worsen.
- Accelerate public education efforts on ways to reduce water use.
- Halt non-essential NTMWD water use.
- Encourage the public to wait until the current drought or water emergency situation has passed before establishing new landscaping.
- Encourage all users to reduce the frequency of draining and refilling swimming pools.

- **Requires notification to TCEQ by Member Cities and Customers and/or NTMWD.**
Initiate a rate surcharge for all water use over a certain level.
- **Requires notification to TCEQ by Member Cities and Customers.** Parks, golf courses, and athletic fields using potable water for landscape watering are required to meet the same reduction goals and measures outlined in this stage. As an exception, golf course greens and tee boxes may be hand watered as needed.

3.02 WATER RESOURCE MANAGEMENT – STAGE 2

INITIATION AND TERMINATION CRITERIA FOR STAGE 2

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

- **General Criteria**
 - The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 2.
 - One or more supply source(s) is interrupted, unavailable, or limited due to contamination, invasive species, equipment failure or other cause.
 - The water supply system is unable to deliver needed supplies due to the failure or damage of major water system components.
 - Part of the system has a shortage of supply or damage to equipment. (NTMWD may implement measures for only that portion of the system impacted.)
 - A portion of the service area is experiencing an extreme weather event or power grid/supply disruptions.
- **Demand Criteria**
 - Water demand has exceeded or is expected to exceed 95% of maximum sustainable production or delivery capacity for an extended period.
- **Supply Criteria**
 - The combined storage in Lavon and Bois d'Arc Lake, as published by the TWDB, is less than:
 - 55% of the combined conservation pool capacity during any of the months of April through October
 - 45% of the combined conservation pool capacity during any of the months of November through March
 - SRA has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Stage 2 drought.

- NTMWD is concerned that Lake Texoma, Jim Chapman Lake, the East Fork Water Reuse Project, the Main Stem Pump Station, and/or some other NTMWD water source may be limited in availability within the next three months.

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

- **General Criteria**
 - The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the termination of Stage 2.
 - The circumstances that caused the initiation of Stage 2 no longer prevail.
- **Supply Criteria**
 - The combined storage in Lavon and Bois d'Arc Lake, as published by the TWDB, is greater than:
 - 70% of the combined conservation pool capacity during any of the months of April through October
 - 60% of the combined conservation pool capacity during any of the months of November through March

GOAL FOR USE REDUCTION UNDER STAGE 2

The goal for water use reduction under Stage 2 is an annual reduction of 5% in the use that would have occurred in the absence of water resource management measures. Because discretionary water use is highly concentrated in the summer months, savings should be higher than 5% in summer to achieve an annual savings goal of 5%. **If circumstances warrant, the Executive Director can set a goal for greater or less water use reduction.**

WATER MANAGEMENT MEASURES AVAILABLE UNDER STAGE 2

The actions listed below are provided as potential measures to reduce water demand. NTMWD may choose to implement any or all of the available restrictions in Stage 2.

- Continue or initiate any actions available under the water conservation plan and Stage 1.
- Implement viable alternative water supply strategies.
- **Requires notification to TCEQ by NTMWD.** Require Member Cities and Customers (including indirect Customers) to initiate Stage 2 restrictions in their respective, independently adopted water resource management plans.
- **Requires notification to TCEQ by NTMWD and/or Member Cities and Customers.** Limit landscape watering with sprinklers or irrigation systems at each service address to once per week on designated days between April 1 and October 31. Limit landscape

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

- New construction may be watered as necessary for 30 days from the installation of new landscape features.
- Foundation watering (within 2 feet), watering of new plantings (first year) of shrubs, and watering of trees (within a 10-foot radius of its trunk) for up to two hours on any day by a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system, provided no runoff occurs.
- Athletic fields may be watered twice per week.
- Locations using alternative sources of water supply only for irrigation may irrigate without day-of-the-week restrictions provided proper signage is employed to notify the public of the alternative water source(s) being used. However, irrigation using alternative sources of supply is subject to all other restrictions applicable to this stage. If the alternative supply source is a well, proper proof of well registration with your local water supplier (e.g., city, water supply corporation) is required. Other sources of water supply may not include imported treated water.
- An exemption is for drip irrigation systems from the designated outdoor water use day limited to no more than one day per week. Drip irrigation systems are, however, subject to all other restrictions applicable under this stage.
- **Requires notification to TCEQ by Member Cities and Customers.** Prohibit overseeding, sodding, sprigging, broadcasting or plugging with or watering, except for golf courses and athletic fields.
- **Requires notification to TCEQ by NTMWD.** Institute a mandated reduction in water deliveries to all Member Cities and Customers. Such a reduction will be distributed as required by Texas Water Code Section 11.039 (**Appendix E**).
- **Requires notification to TCEQ by Member Cities and Customers and/or NTMWD.** Initiate a rate surcharge for all water use over a certain level.
- **Requires notification to TCEQ by Member Cities and Customers.** Parks and golf courses using potable water for landscape watering are required to meet the same reduction goals and measures outlined in this stage. As an exception, golf course greens and tee boxes may be hand watered as needed.

3.03 WATER RESOURCE MANAGEMENT – STAGE 3

INITIATION AND TERMINATION CRITERIA FOR STAGE 3

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

- **General Criteria**
 - The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 3.
 - One or more supply source(s) is interrupted, unavailable, or limited due to contamination, invasive species, equipment failure, or other cause.
 - The water supply system is unable to deliver needed supplies due to the failure or damage of major water system components.
 - Part of the system has a shortage of supply or damage to equipment. (NTMWD may implement measures for only that portion of the system impacted.)
 - A portion of the service area is experiencing an extreme weather event or power grid/supply disruptions.
- **Demand Criteria**
 - Water demand has exceeded or is expected to exceed maximum sustainable production or delivery capacity for an extended period.
- **Supply Criteria**
 - The combined storage in Lavon and Bois d'Arc Lake, as published by the TWDB, is less than:
 - 30% of the combined conservation pool capacity during any of the months of April through October
 - 20% of the combined conservation pool capacity during any of the months of November through March
 - SRA has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a drought and have significantly reduced supplies available to NTMWD.
 - The supply from Lake Texoma, Jim Chapman Lake, the East Fork Water Reuse Project, the Main Stem Pump Station, and/or some other NTMWD water source has become limited in availability.

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

- **General Criteria**
 - The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the termination of Stage 3.

- Other circumstances that caused the initiation of Stage 3 no longer prevail.
- **Supply Criteria**
 - The combined storage in Lavon and Bois d'Arc Lake, as published by the TWDB, is greater than:
 - 55% of the combined conservation pool capacity during any of the months of April through October
 - 45% of the combined conservation pool capacity during any of the months of November through March

GOAL FOR USE REDUCTION UNDER STAGE 3

The goal for water use reduction under Stage 3 is an annual reduction of 30% in the use that would have occurred in the absence of water resource management measures, or the goal for water use reduction is whatever reduction is necessary. Because discretionary water use is highly concentrated in the summer months, savings should be higher than 30% in summer to achieve an annual savings goal of 30%. **If circumstances warrant, the Executive Director can set a goal for greater or less water use reduction.**

WATER MANAGEMENT MEASURES AVAILABLE UNDER STAGE 3

The actions listed below are provided as potential measures to reduce water demand. NTMWD may choose to implement any or all of the available restrictions in Stage 3.

- Continue or initiate any actions available under the water conservation plan and Stages 1 and 2.
- Implement viable alternative water supply strategies.
- **Requires notification to TCEQ by NTMWD.** Require Member Cities and Customers (including indirect Customers) to initiate Stage 3 restrictions in their respective, independently adopted water resource management plans.
- **Requires notification to TCEQ by Member Cities and Customers.** Initiate mandatory water use restrictions as follows:
 - Hosing and washing of paved areas, buildings, structures, windows or other surfaces is prohibited except by variance and performed by a professional service using high efficiency equipment.
 - Prohibit operation of ornamental fountains or ponds that use potable water except where supporting aquatic life.
- **Requires notification to TCEQ by Member Cities and Customers.** Prohibit new sod, overseeding, sodding, sprigging, broadcasting or plugging with or watering.

- **Requires notification to TCEQ by Member Cities and Customers.** Prohibit the use of potable water for the irrigation of new landscape.
- **Requires notification to TCEQ by NTMWD and/or Member Cities and Customers.** Prohibit all commercial and residential landscape watering, except foundations (within 2 feet) and trees (within a 10-foot radius of its trunk) may be watered for two hours one day per week with a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system provided no runoff occurs. Drip irrigation systems are not exempt from this requirement.
- **Requires notification to TCEQ by Member Cities and Customers.** Prohibit washing of vehicles except at a commercial vehicle wash facility.
- **Requires notification to TCEQ by Member Cities and Customers.** Landscape watering of parks, golf courses, and athletic fields with potable water is prohibited. As an exception, golf course greens and tee boxes may be hand watered as needed. Variances may be granted by the water provider under special circumstances.
- **Requires notification to TCEQ by Member Cities and Customers.** Prohibit the filling, draining, and/or refilling of existing swimming pools, wading pools, Jacuzzi and hot tubs except to maintain structural integrity, proper operation and maintenance or to alleviate a public safety risk. Existing pools may add water to replace losses from normal use and evaporation. Permitting of new swimming pools, wading pools, Jacuzzi and hot tubs is prohibited.
- **Requires notification to TCEQ by Member Cities and Customers.** Prohibit the operation of interactive water features such as water sprays, dancing water jets, waterfalls, dumping buckets, shooting water cannons, inflatable pools, temporary splash toys or pools, slip-n-slides, or splash pads that are maintained for recreation.
- **Requires notification to TCEQ by Member Cities and Customers.** Require all commercial water users to reduce water use by a set percentage.
- **Requires notification to TCEQ by NTMWD.** Institute a mandated reduction in deliveries to all Member Cities and Customers. Such a reduction will be distributed as required by Texas Water Code Section 11.039.
- **Requires notification to TCEQ by NTMWD and/or Member Cities and Customers.** Initiate a rate surcharge over normal rates for all water use or for water use over a certain level.

Appendix A

List of References

The following appendix contains a list of references used throughout the plans.

APPENDIX A
LIST OF REFERENCES

1. Texas Commission on Environmental Quality Water Conservation Implementation Report. <https://www.tceq.texas.gov/assets/public/permitting/forms/20645.pdf>
 2. Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1 and 288.5, and Subchapter B, Rule 288.22, downloaded from [http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=288](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=288), April 2023.
 3. Water Conservation Implementation Task Force: “Texas Water Development Board Report 362, Water Conservation Best Management Practices Guide,” prepared for the Texas Water Development Board, Austin, November 2004.
 4. Texas Water Development Board, Texas Commission on Environmental Quality, Water Conservation Advisory Council: Guidance and Methodology for Reporting on Water Conservation and Water Use, December 2012
 5. Freese and Nichols, Inc.: Model Water Conservation Plan for NTMWD Members Cities and Customers, prepared for the North Texas Municipal Water District, Fort Worth, January 2019.
 6. Freese and Nichols, Inc.: Model Water Resource and Emergency Management Plan for NTMWD Member Cities and Customers, prepared for the North Texas Municipal Water District, Fort Worth, January 2019.
 7. Freese and Nichols Inc., Alan Plummer and Associates, CP & Y Inc. and Cooksey Communications. “2021 Region C Regional Water Plan”
-

Appendix B

Texas Administrative Code Title 30

Chapter 288

The following appendix contains the Texas Administrative Code that regulates both water conservation and drought contingency plans. Prior to the code, a summary is given that outlines where each requirement is fulfilled within the plans.

APPENDIX B

TEXAS ADMINISTRATIVE CODE TITLE 30 CHAPTER 288

The TCEQ rules governing development of water conservation plans are contained in Title 30, Chapter 288, Subchapter A of the Texas Administrative Code, which is included in this Appendix for reference.

The water conservation plan elements required by the TCEQ water conservation rules that are covered in this water conservation plan are listed below.

Minimum Conservation Plan Requirements for Public Water Suppliers

- 288.2(a)(1)(A) – Utility Profile – Section 2
- 288.2(a)(1)(B) – Record Management System – Section 4
- 288.2(a)(1)(C) – Specific, Quantified Goals – Section 3
- 288.2(a)(1)(D) – Accurate Metering – Section 4
- 288.2(a)(1)(E) – Universal Metering – Section 4
- 288.2(a)(1)(F) – Determination and Control of Water Loss – Section 4
- 288.2(a)(1)(G) – Public Education and Information Program – Section 8
- 288.2(a)(1)(H) – Non-Promotional Water Rate Structure – Section 8
- 288.2(a)(1)(I) – Reservoir System Operation Plan – Section 6
- 288.2(a)(1)(J) – Means of Implementation and Enforcement – Section 7
- 288.2(a)(1)(K) – Coordination with Regional Water Planning Group – Section 7
- 288.2(c) – Review and Update of Plan – Section 7

<u>TITLE 30</u>	ENVIRONMENTAL QUALITY
<u>PART 1</u>	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
<u>CHAPTER 288</u>	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
<u>SUBCHAPTER A</u>	WATER CONSERVATION PLANS

RULE §288.1**Definitions**

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

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

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

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

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

(D) raising or keeping equine animals;

(E) wildlife management; and

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

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

(3) Best management practices--Voluntary efficiency measures that save a quantifiable amount of water, either directly or indirectly, and that can be implemented within a specific time frame.

(4) Conservation--Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.

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

(6) Drought contingency plan--A strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies. A drought contingency plan may be a

separate document identified as such or may be contained within another water management document(s).

(7) Industrial use--The use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, and the development of power by means other than hydroelectric, but does not include agricultural use.

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

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

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

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

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

(13) Nursery grower--A person engaged in the practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or nonsoil media, who grows more than 50% of the products that the person either sells or leases, regardless of the variety sold, leased, or grown. For the purpose of this definition, grow means the actual cultivation or propagation of the product beyond the mere holding or maintaining of the item prior to sale or lease, and typically includes activities associated with the production or multiplying of stock such as the development of new plants from cuttings, grafts, plugs, or seedlings.

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

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

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

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

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

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

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

(21) Total use--The volume of raw or potable water provided by a public water supplier to billed customer sectors or nonrevenue uses and the volume lost during conveyance, treatment, or transmission of that water.

(22) Total gallons per capita per day (GPCD)--The total amount of water diverted and/or pumped for potable use divided by the total permanent population divided by the days of the year. Diversion volumes of reuse as defined in this chapter shall be credited against total diversion volumes for the purposes of calculating GPCD for targets and goals.

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

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

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

an individual or entity that supplies water to itself or its employees or tenants as an incident of that employee service or tenancy when that water is not resold to or used by others, or an individual or entity that conveys water to another individual or entity, but does not own the right to the water which is conveyed, whether or not for a delivery fee.

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

Source Note: The provisions of this §288.1 adopted to be effective May 3, 1993, 18 TexReg 2558; amended to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective August 15, 2002, 27 TexReg 7146; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective January 10, 2008, 33 TexReg 193; amended to be effective December 6, 2012, 37 TexReg 9515; amended to be effective August 16, 2018, 43 TexReg 5218

<u>TITLE 30</u>	ENVIRONMENTAL QUALITY
<u>PART 1</u>	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
<u>CHAPTER 288</u>	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
<u>SUBCHAPTER A</u>	WATER CONSERVATION PLANS
RULE §288.2	Water Conservation Plans for Municipal Uses by Public Water Suppliers

(a) A water conservation plan for municipal water use by public water suppliers must provide information in response to the following. If the plan does not provide information for each requirement, the public water supplier shall include in the plan an explanation of why the requirement is not applicable.

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

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

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

- (i) residential;
 - (I) single family;
 - (II) multi-family;
 - (ii) commercial;
-

- (iii) institutional;
- (iv) industrial;
- (v) agricultural; and,
- (vi) wholesale.

(C) specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in total GPCD and residential GPCD. The goals established by a public water supplier under this subparagraph are not enforceable;

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

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

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

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

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

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

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

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

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

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

(2) Additional content requirements. Water conservation plans for municipal uses by public drinking water suppliers serving a current population of 5,000 or more and/or a projected population of 5,000 or more within the next ten years subsequent to the effective date of the plan must include the following elements:

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

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

(3) Additional conservation strategies. Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements in paragraphs (1) and (2) of this subsection, if they are necessary to achieve the stated water conservation goals of the plan. The commission may require that any of the following strategies be implemented by the water supplier if the commission determines that the strategy is necessary to achieve the goals of the water conservation plan:

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

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

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

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

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

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

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

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

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

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

Source Note: The provisions of this §288.2 adopted to be effective May 3, 1993, 18 TexReg 2558; amended to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective December 6, 2012, 37 TexReg 9515

<u>TITLE 30</u>	ENVIRONMENTAL QUALITY
<u>PART 1</u>	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
<u>CHAPTER 288</u>	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
<u>SUBCHAPTER A</u>	WATER CONSERVATION PLANS
RULE §288.5	Water Conservation Plans for Wholesale Water Suppliers

A water conservation plan for a wholesale water supplier must provide information in response to each of the following paragraphs. If the plan does not provide information for each requirement, the wholesale water supplier shall include in the plan an explanation of why the requirement is not applicable.

(1) Minimum requirements. All water conservation plans for wholesale water suppliers must include the following elements:

(A) a description of the wholesaler's service area, including population and customer data, water use data, water supply system data, and wastewater data;

(B) specific, quantified five-year and ten-year targets for water savings including, where appropriate, target goals for municipal use in gallons per capita per day for the wholesaler's service area, maximum acceptable water loss, and the basis for the development of these goals. The goals established by wholesale water suppliers under this subparagraph are not enforceable;

(C) a description as to which practice(s) and/or device(s) will be utilized to measure and account for the amount of water diverted from the source(s) of supply;

(D) a monitoring and record management program for determining water deliveries, sales, and losses;

(E) a program of metering and leak detection and repair for the wholesaler's water storage, delivery, and distribution system;

(F) a requirement in every water supply contract entered into or renewed after official adoption of the water conservation plan, and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements of this chapter. If the customer intends to resell the water, then the contract between the initial supplier and customer must provide

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

(G) a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin. The reservoir systems operations plans shall include optimization of water supplies as one of the significant goals of the plan;

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

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

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

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

(B) a program to assist agricultural customers in the development of conservation pollution prevention and abatement plans;

(C) a program for reuse and/or recycling of wastewater and/or graywater; and

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

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

Source Note: The provisions of this §288.5 adopted to be effective May 3, 1993, 18 TexReg 2558; amended to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective December 6, 2012, 37 TexReg 9515

APPENDIX B

TEXAS ADMINISTRATIVE CODE TITLE 30 CHAPTER 288

The TCEQ rules governing development of water conservation plans are contained in Title 30, Chapter 288, Subchapter A of the Texas Administrative Code, which is included in this Appendix for reference.

The water conservation plan elements required by the TCEQ water conservation rules that are covered in this drought contingency plan are listed below.

Minimum Drought Contingency Plan Requirements for Public Water Suppliers

- **288.20(a)(1)(A)** – Provisions to Inform Public and Provide Opportunity for Public Input - Section 2
 - **288.20(a)(1)(B)** – Program for Continuing Public Education and Information – Section 2
 - **288.20(a)(1)(C)** –Coordination with Regional Water Planning Groups – Section 2
 - **288.20(a)(1)(D)** – Description of Information to Be Monitored and Criteria for the Initiation and Termination of Water Resource Management Stages – Sections 2
 - **288.20(a)(1)(E)** – Stages for Implementation of Measures in Response to Situations – Section 3
 - **288.20(a)(1)(F)** – Specific, Quantified Targets for Water Use Reductions During Water Shortages – Section 3
 - **288.20(a)(1)(G)** – Specific Water Supply or Water Demand Measures to Be Implemented at Each Stage of the Plan – Section 3
 - **288.20(a)(1)(H)** – Procedures for Initiation and Termination of Drought Contingency and Water Emergency Response Stages – Section 2
 - **288.20(a)(1)(I)** – Description of Procedures to Be Followed for Granting Variances to the Plan – Section 2
 - **288.20(a)(1)(J)** – Procedures for Enforcement of Mandatory Water Use Restrictions – Section 2
 - **288.20(b)** – TCEQ Notification of Implementation of Mandatory Provisions – Sections 2 and 3
 - **288.20(c)** – Review of Drought Contingency and Water Emergency Response Plan Every Five (5) Years – Section 2
-

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

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

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

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

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

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

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

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

- (i) reduction in available water supply up to a repeat of the drought of record;
 - (ii) water production or distribution system limitations;
-

(iii) supply source contamination; or

(iv) system outage due to the failure or damage of major water system components (e.g., pumps).

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

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

(i) curtailment of non-essential water uses; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix C

TCEQ Water Utility Profile

The following appendix contains the form TCEQ-10218 and/or TCEQ-20162.



Texas Commission on Environmental Quality

Water Availability Division

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

Telephone (512) 239-4600, FAX (512) 239-2214

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

This form is provided to assist retail public water suppliers in water conservation plan assistance in completing this form or in developing your plan, please contact the Conservation staff of the Resource Protection Team in the Water Availability Division at (512) 239-4600.

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

Contact Information

Name of Water Supplier: City of Lucas

Address: 665 Country Club Road Lucas Texas 75002

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

Water Right No.(s): _____

Regional Water Planning Group: NTMWD

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

Form Completed by: Jeremy Bogle

Title: Public Works Supervisor

Signature: _____ Date: 2/22/2024

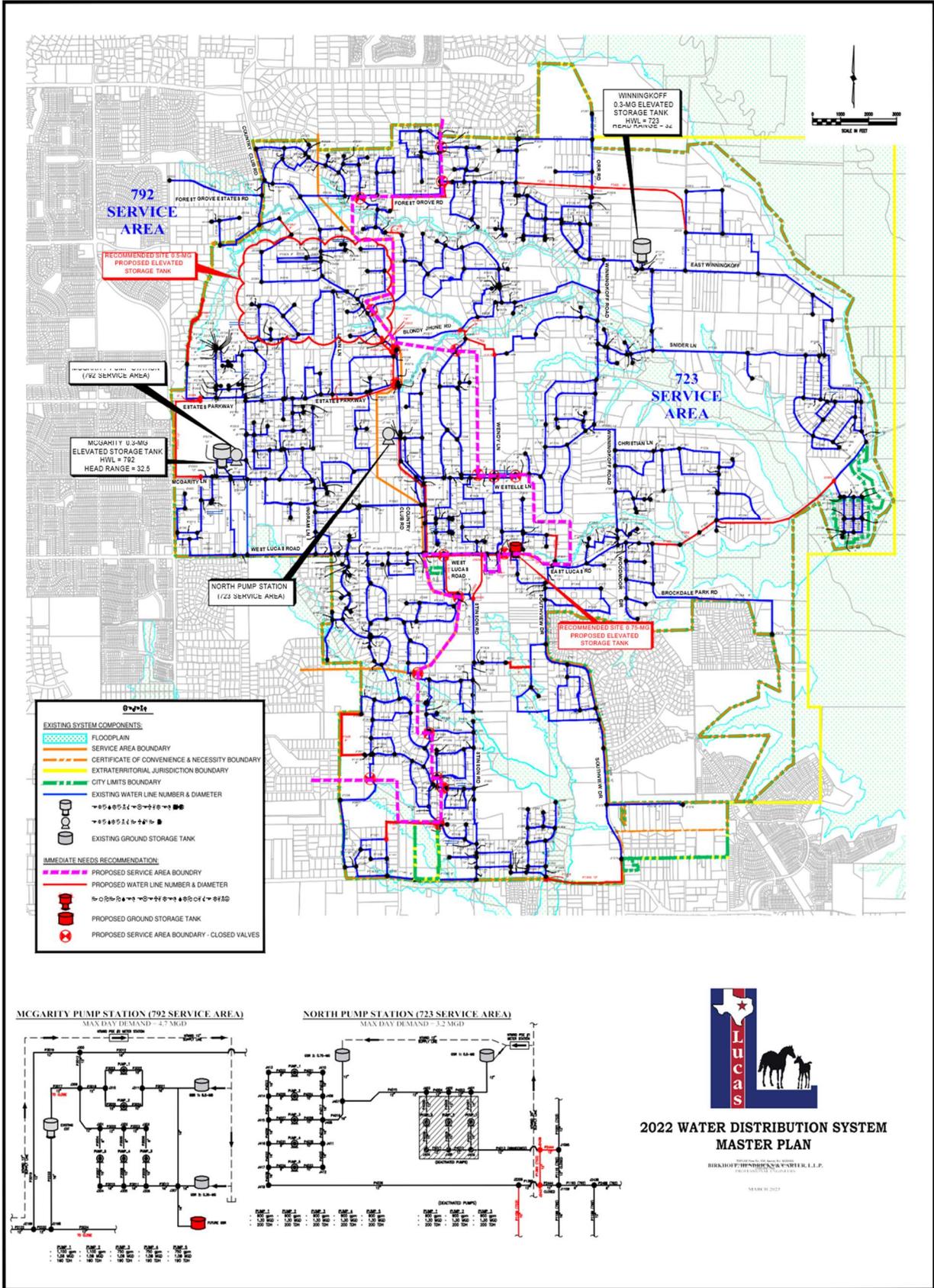
A water conservation plan for municipal use by retail public water suppliers must include the following requirements (as detailed in 30 TAC Section 288.2). If the plan does not provide information for each requirement, you must include in the plan an explanation of why the requirement is not applicable.

Utility Profile

I. POPULATION AND CUSTOMER DATA

A. *Population and Service Area Data*

1. Attach a copy of your service-area map and, if applicable, a copy of your Certificate of Convenience and Necessity (CCN).
2. Service area size (in square miles): 17.43
(Please attach a copy of service-area map)
3. Current population of service area: 8,853
4. Current population served for:
 - a. Water 8,751
 - b. Wastewater 45



5. Population served for previous five years:

<i>Year</i>	<i>Population</i>
2018	8,147
2019	8,247
2020	8,700
2021	8,631
2022	8,853

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

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

7. List source or method for the calculation of current and projected population size.

Current NTCOG Plan, and City of Lucas future Comprehensive Plan

B. Customer Data

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

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

	<i>Historic 5-year Average</i>	<i>Baseline</i>	<i>5-year goal for year 2029</i>	<i>10-year goal for year 2034</i>
Total GPCD	197	259	154	150
Residential GPCD	170	222	145	140
Water Loss GPCD	16	25	14	13
Water Loss Percentage	8	10	11	10

Notes:

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

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

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

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

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

<i>Treated Water Users</i>	<i>Metered</i>	<i>Non-Metered</i>	<i>Totals</i>
Residential	2829		2829
Single-Family	2829		2829
Multi-Family			
Commercial	72		72
Industrial/Mining			
Institutional	50		50
Agriculture			
Other/Wholesale			

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

<i>Year</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
<i>Treated Water Users</i>			
Residential	49	129	152
Single-Family	49	129	152
Multi-Family			
Commercial	-1	2	18
Industrial/Mining	2	-2	0
Institutional	0	0	0
Agriculture			
Other/Wholesale			

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

<i>Customer</i>	<i>Use (1,000 gal/year)</i>	<i>Treated or Raw Water</i>
Lucas Christian Academy	22,476	Treated
Crabtree, Michael	19,813	Treated
Harris, Mark	17,563	Treated
Walmart #01-5672	15,787	Treated
Ritchie, Kevin	15,457	Treated

II. WATER USE DATA FOR SERVICE AREA

A. Water Accounting Data

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

Indicate whether this is diverted or treated water.

<i>Year</i>	2018	2019	2020	2021	2022
<i>Month</i>					
January	30,250	24,142	26,768	24,776	31,778
February	26,564	23,684	19,132	32,034	27,791
March	30,873	27,527	22,991	29,531	34,449
April	37,163	28,357	38,141	41,356	50,268
May	62,812	32,189	39,370	25,203	56,484
June	64,199	41,237	69,923	41,340	77,792
July	100,812	78,138	79,119	63,737	128,115
August	88,952	103,585	90,399	79,607	105,943
September	42,821	84,824	44,854	82,446	83,399
October	28,793	59,661	59,457	58,458	84,553
November	29,512	32,803	35,461	36,082	36,457
December	24,596	26,012	33,449	38,216	40,025
Totals	567,347	563,159	559,064	552,786	757,054

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

NTMWD Meter At each Delivery Point Totalized

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

<i>Year</i>	2018	2019	2020	2021	2022
<i>Account Types</i>					
Residential	467,281	493,275	514,076	478,525	646,872
Single-Family	467,281	493,275	514,076	478,525	649,872
Multi-Family					
Commercial	9,210	11,085	15,166	16,516	16,172
Industrial/Mining	311	178	225	0	0
Institutional	14,823	15,288	17,590	9,318	11,544
Agriculture					
Other/Wholesale					

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

<i>Year</i>	<i>Amount (gallons)</i>	<i>Percent %</i>
2018	70,500,000	12
2019	43,300,000	8
2020	7,200,000	1
2021	43,600,000	8
2022	72,700,000	10

B. Projected Water Demands

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

III. WATER SUPPLY SYSTEM DATA

A. Water Supply Sources

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

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

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

1. Design daily capacity of system (MGD): N/A
2. Storage capacity (MGD):
 - a. Elevated .6
 - b. Ground 1.8
3. If surface water, do you recycle filter backwash to the head of the plant?

Yes No If yes, approximate amount (MGD):

IV. WASTEWATER SYSTEM DATA

A. Wastewater System Data (if applicable)

1. Design capacity of wastewater treatment plant(s) (MGD): N/A
2. Treated effluent is used for on-site irrigation, off-site irrigation, for plant wash-down, and/or for chlorination/dechlorination.

If yes, approximate amount (in gallons per month): 0
3. Briefly describe the wastewater system(s) of the area serviced by the water utility. Describe how treated wastewater is disposed. Where applicable, identify treatment plant(s) with the TCEQ name and number, the operator, owner, and the receiving stream if wastewater is discharged.

NTMWD Wilson Creek Plant

B. Wastewater Data for Service Area (if applicable)

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

<i>Year</i>	2018	2019	2020	2021	2022
<i>Month</i>					
January	0	0	0	0	0
February	0	0	0	0	0
March	0	0	0	0	0
April	0	0	0	0	0
May	0	0	0	0	0
June	0	0	0	0	0
July	0	0	0	0	0
August	0	0	0	0	0
September	0	0	0	0	0
October	0	0	0	0	0
November	0	0	0	0	0
December	0	0	0	0	0
Totals	0	0	0	0	0

Water Conservation Plan

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

A. Record Management System

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

B. Specific, Quantified 5 & 10-Year Targets

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

C. Measuring and Accounting for Diversions

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

D. Universal Metering

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

E. Measures to Determine and Control Water Loss

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

F. Continuing Public Education & Information

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

G. Non-Promotional Water Rate Structure

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

H. Reservoir Systems Operations Plan

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

I. Enforcement Procedure and Plan Adoption

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

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

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

K. Plan Review and Update

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

VI. ADDITIONAL REQUIREMENTS FOR LARGE SUPPLIERS

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

A. Leak Detection and Repair

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

B. Contract Requirements

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

VII. ADDITIONAL CONSERVATION STRATEGIES

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

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

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

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

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

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

Appendix D

NTMWD Member City and Customer Annual Water Conservation Report

The following appendix contains a blank copy of the NTMWD Member City and Customer Annual Water Conservation Report. This is updated and reviewed by NTMWD on an annual basis.

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

Contact Information

TWDB Survey Number: _____
Name of System: _____
PWS ID: _____
Contact Name: _____
Title: _____
Email Address: _____
Telephone Number: _____
Year Covered: _____
Days in Year _____

Water System Information

Estimated Water Service Area Population: _____ **Source:** _____
 # of Backflow Preventers: _____

Peak Day Usage

Delivery Point	Total System	_____
Peak Day (MG)	_____	_____
Average Day (MG)	_____	_____
Peak/Average Day Ratio	_____	_____
Firm Pumping Capacity (MGD)	_____	_____
Storage Volume (MG)	_____	_____

Authorized Consumption and Water Loss

Total System Input Volume:	_____	
Billed Metered:	_____	
Billed Unmetered (MG):	_____	Description: _____
Unbilled Metered (MG):	_____	Description: _____
Unbilled Unmetered (MG):	_____	Description: _____
Total Authorized Consumption:	_____	
Water Loss (MG):	_____	
Water Loss (gpcd):	_____	
Water Loss (percent):	_____	

Per Capita Use (Gallons per person per day)

Total Use (MG) _____
 Residential Use (MG) _____
 Municipal Use (MG) _____
 ICIM Use (MG) _____
 Total Per Capita Use (gpcd) _____
 Residential Per Capita Use (gpcd) _____
 Municipal Per Capita Use (gpcd) _____
 ICIM Per Capita Use (gpcd) _____

Additional Information

Describe Any ICIM (Industrial, Commercial, Institutional & Multi-Family) Practices being Implemented to Improve Water Efficiency

Describe any Unusual Circumstances

Provide an Update on Progress in Implementation of Conservation Plan

What Conservation Measures are Planned for Next Year?

Do City Limits Differ Significantly from Water Service Area? If so, explain.

Is there any Assistance Requested from the North Texas Municipal Water District?

--

Other?

--

Historical Water Use Data for 0

Year	Days in Year	Connections	Estimated Population	Deliveries from NTMWD (MG)	Other Supplies (MG)	Metered Sales by Category (Million Gallons)									
						Residential Single Family	Residential Multi-Family	Public/Institutional	Commercial	Industrial	Agriculture	Metered Irrigation	Wholesale	Direct Reuse	
1990	365														
1991	365														
1992	366														
1993	365														
1994	365														
1995	365														
1996	366														
1997	365														
1998	365														
1999	365														
2000	366														
2001	365														
2002	365														
2003	365														
2004	366														
2005	365														
2006	365														
2007	365														
2008	366														
2009	365														
2010	365														
2011	365														
2012															
2013															
2014															
2015															
2016															
2017															
2018															
2019															
2020															
2021															
2022															

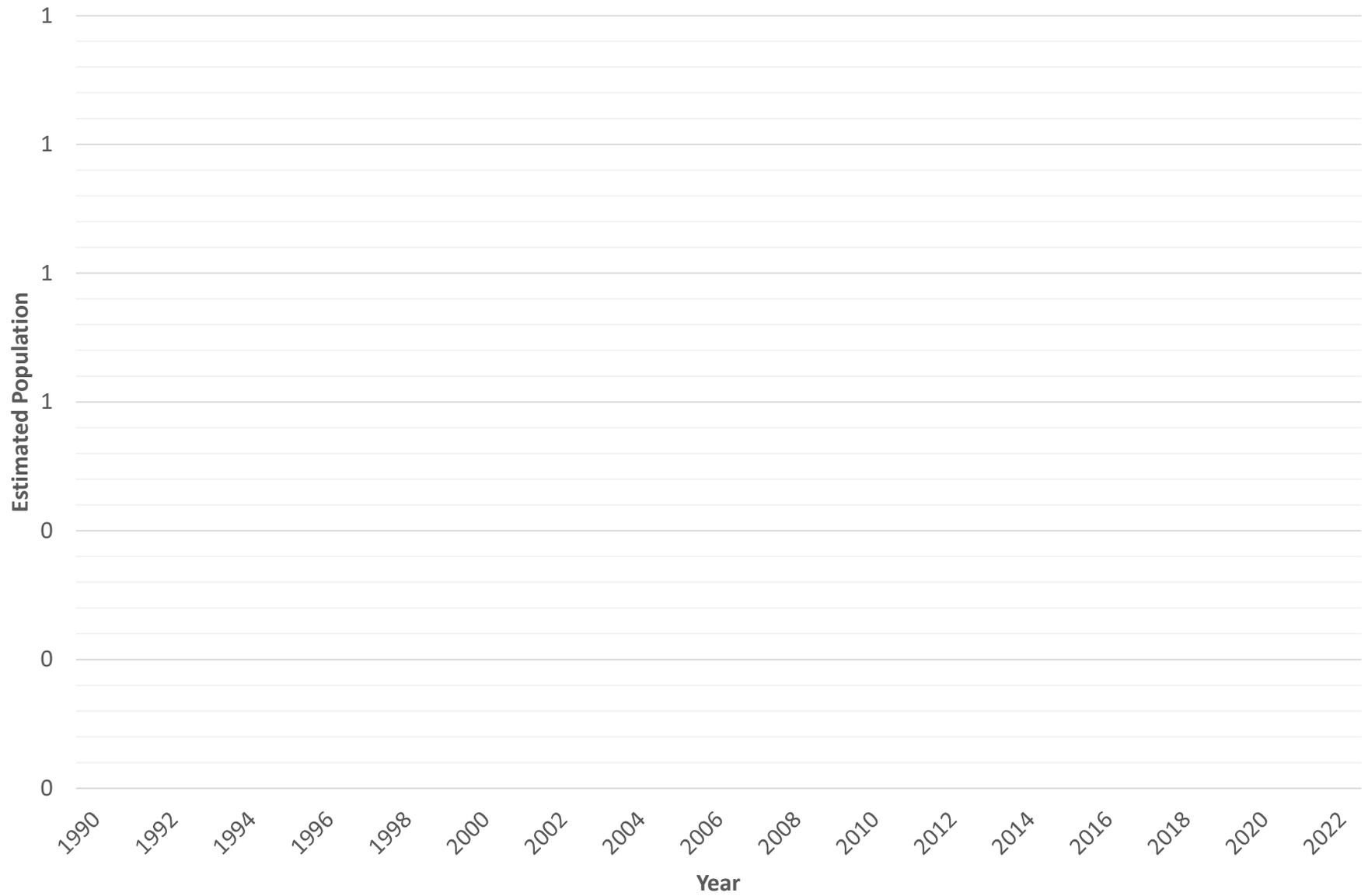
Note: After 2020, Residential sales were divided into single and multi-family classifications. Historical information from the TWDB Water Use Surveys were incorporated where available. The category of 'Other' was removed and replaced with 'Reuse'. Historical volumes for 'Other' were redistributed into the appropriate category when appropriate. These changes were made to be consistent with TWDB terminology.

Historical Per Capita Use Data and Water Loss for 0

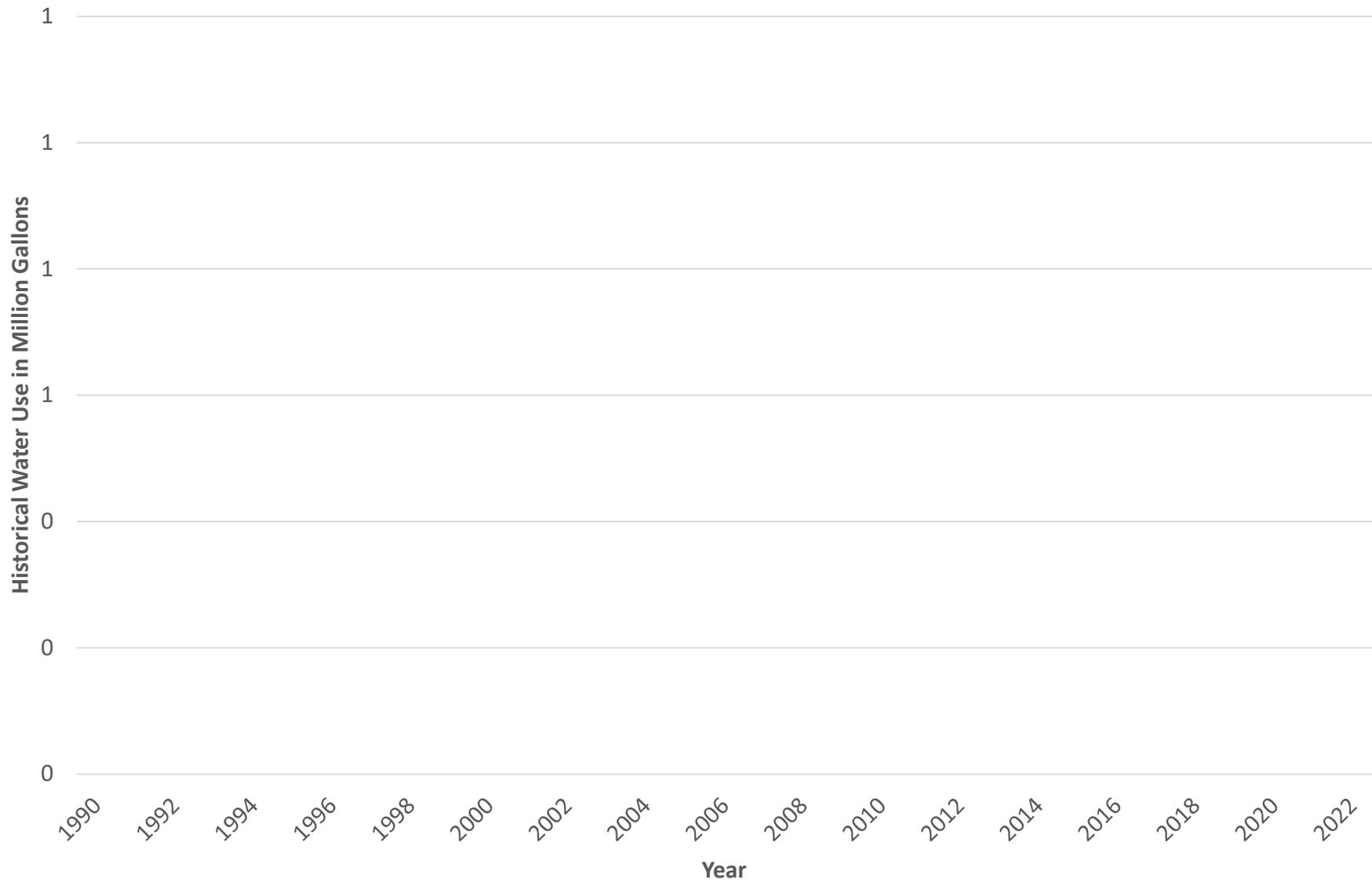
Year	Estimated Population	Total Use			Residential Use			Municipal Per Capita Use (gpcd)	ICIM Per Capita Use (gpcd)	Authorized Consumption				Water Loss						
		Total Per Capita Use (gpcd)	Total 5-Year Per Capita Goal	Total 10-Year Per Capita Goal	Residential Per Capita Use (gpcd)	Residential 5-Year Per Capita Goal	Residential 10-Year Per Capita Goal			Billed Metered (MG)	Billed Unmetered (MG)	Unbilled Metered (MG)	Unbilled Unmetered (MG)	Water Loss (MG)	Water Loss (gpcd)	Water Loss 5-Year Per Capita Goal	Water Loss 10-Year Per Capita Goal	Water Loss (percentage)	Water Loss (percentage) 5-Year Goal	Water Loss (percentage) 10-Year Goal
1990																				
1991																				
1992																				
1993																				
1994																				
1995																				
1996																				
1997																				
1998																				
1999																				
2000																				
2001																				
2002																				
2003																				
2004																				
2005																				
2006																				
2007																				
2008																				
2009																				
2010																				
2011																				
2012																				
2013																				
2014																				
2015																				
2016																				
2017																				
2018																				
2019																				
2020																				
2021																				
2022																				

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

Estimated Historical Population

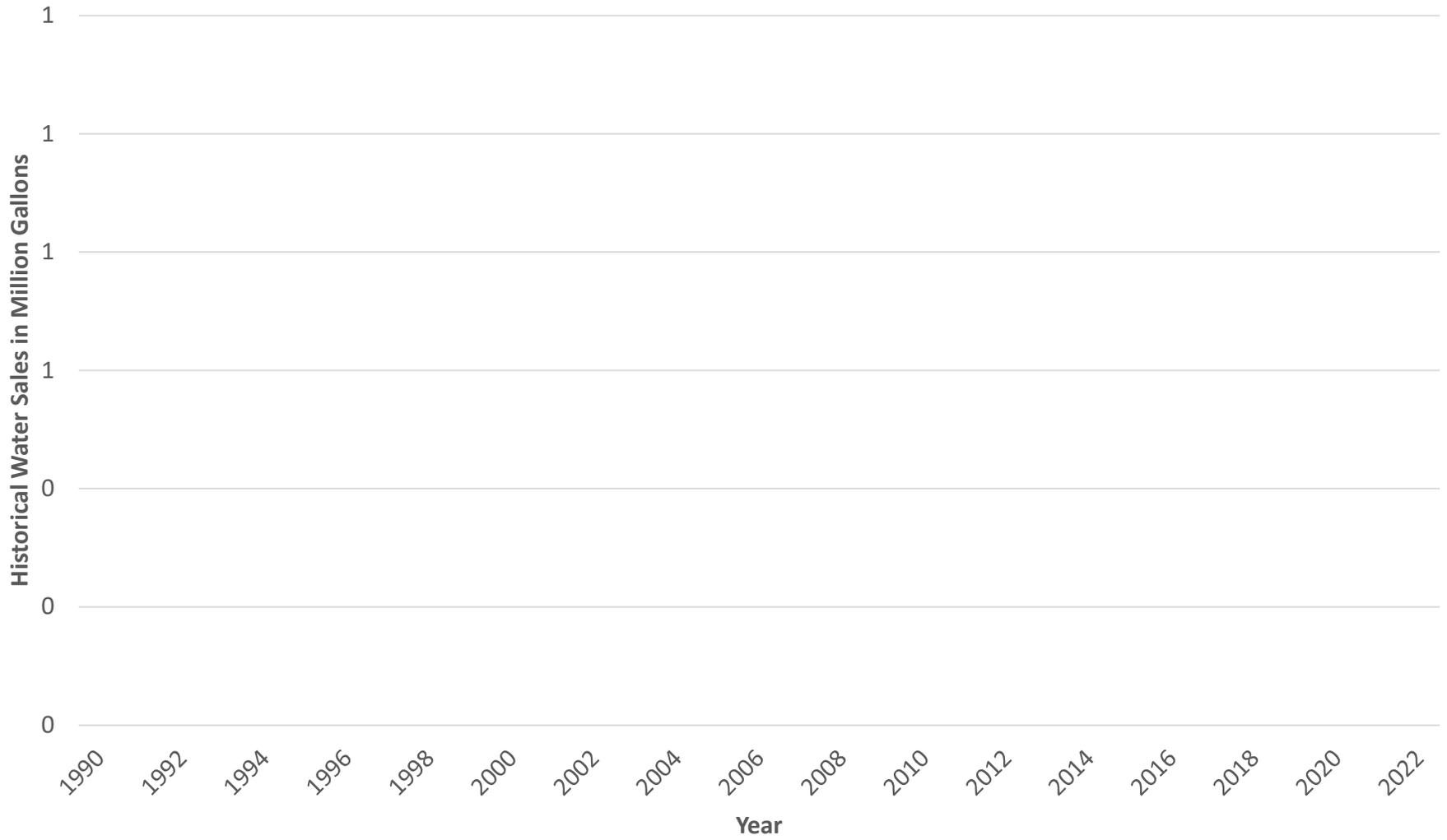


Historical Water Use



■ NTMWD Supplies ■ Other Supplies

Historical Water Sales by Classification



- Residential Single Family
- Residential Multi-Family
- Commercial
- Public/ Institutional
- Industrial
- Metered Irrigation
- Wholesale
- Direct Reuse
- Agriculture

Historical Total Per Capita Use



■ Total Per Capita Use (gpcd)

■ Total 5-Year Per Capita Goal

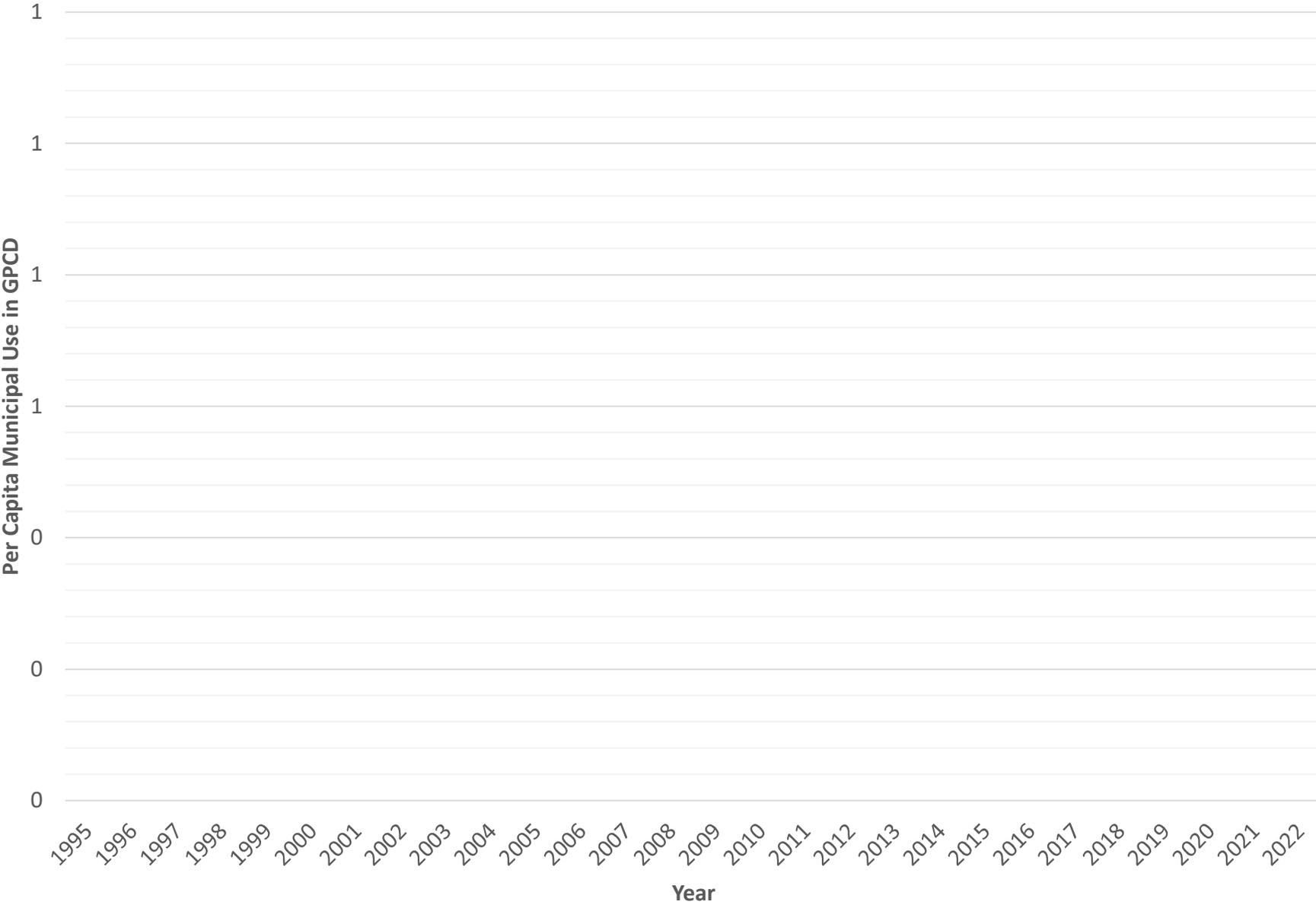
▲ Total 10-Year Per Capita Goal

Historical Residential Per Capita Use



■ Residential Per Capita Use (gpcd) ■ Residential 5-Year Per Capita Goal ▲ Residential 10-Year Per Capita Goal

Historical Municipal Per Capita Use



Historical ICIM Per Capita Use

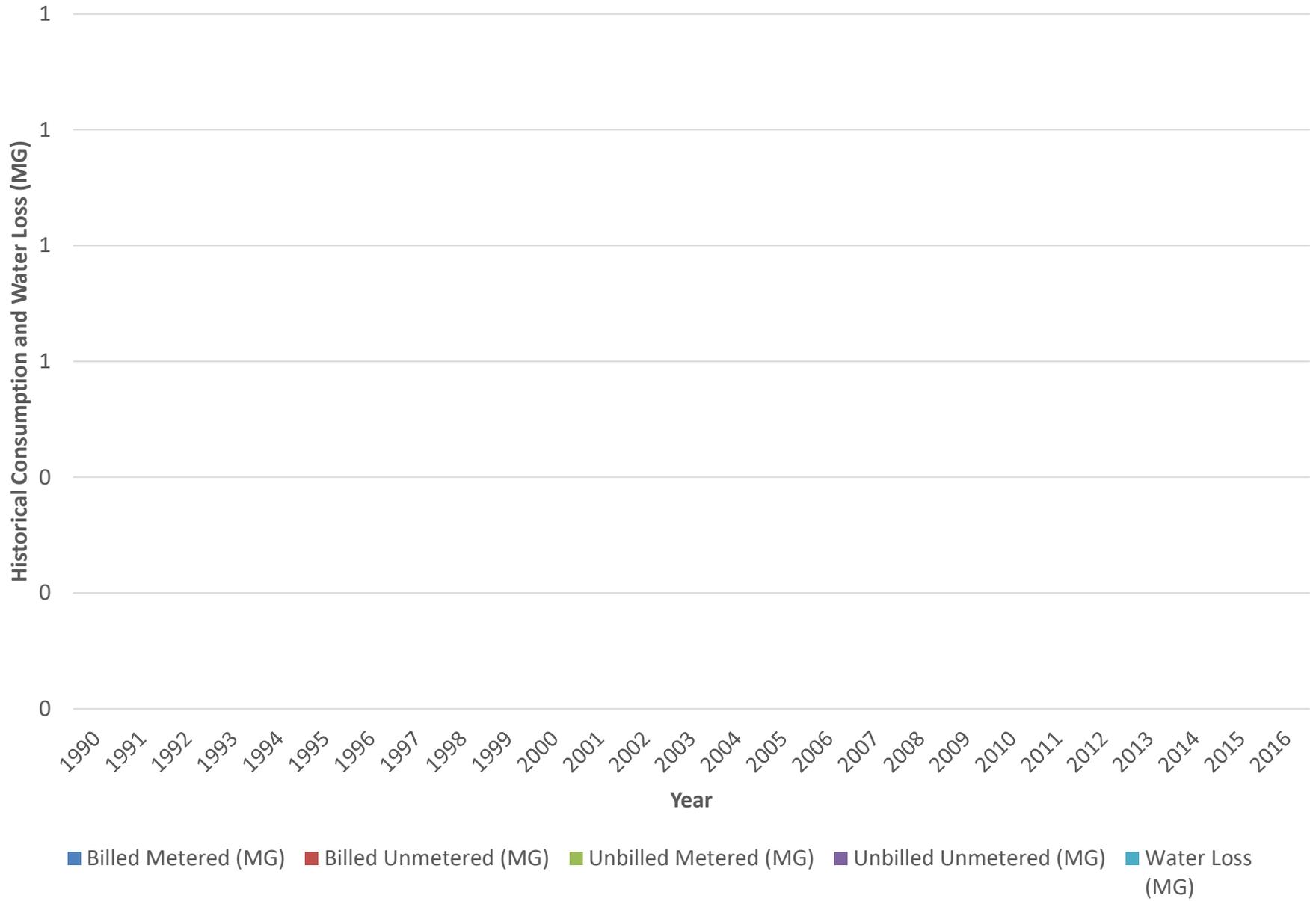


Historical Water Loss (Percentage)



- Water Loss (percentage)
- Water Loss (percentage) 5-Year Goal
- Water Loss (percentage) 10-Year Goal

Historical Authorized Consumption and Water Loss



Appendix E

Letters to Regional Water Planning Group and NTMWD

[Enter Date]

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

Dear Chair:

Enclosed is a copy of the Water Conservation and Water Resource and Emergency Management Plan for City of Lucas. I am submitting a copy of this plan to the Region C Water Planning Group in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality rules. The plans were adopted on [Enter date of adoption].

Sincerely,

Scott Holden
Public Works Director
City of Lucas

[Enter Date]

Region D Water Planning Group
c/o Riverbend Water Resources District
228 Texas Avenue Suite A
New Boston, TX 75570

Dear Chair:

Enclosed is a copy of the Water Conservation and Water Resource and Emergency Management Plan for City of Lucas. I am submitting a copy of this plan to the Region C Water Planning Group in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality rules. The plans were adopted on [Enter date of adoption].

Sincerely,

Scott Holden
Public Works Director
City of Lucas

Appendix F

Adoption of Plans



ORDINANCE # 2024-04-00999

[Amending Code of Ordinances, Article 13.03, “Water Conservation Plan and Water Resource and Emergency Management Plan”]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 13 “UTILITIES” BY AMENDING ARTICLE 13.03 “WATER CONSERVATION PLAN AND WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN” BY AMENDING SECTION 13.03.001 “ADOPTION OF PLANS” TO ADOPT THE “NORTH TEXAS MUNICIPAL WATER DISTRICT 2024 MODEL WATER CONSERVATION AND WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN GUIDANCE” (THE “PLAN”); BY AMENDING SECTION 13.03.002 “PENALTY” TO SET FORTH A FINE OF TWO THOUSAND DOLLARS (\$2,000.00) FOR ANY CUSTOMER THAT VIOLATES THE PLAN; BY AMENDING SECTION 13.03.003 BY AMENDING 13.03.003(1) “ADMINISTRATIVE REMEDIES” TO SET FORTH NEW ADMINISTRATIVE REMEDIES FOR ALL RESIDENTIAL AND NON-RESIDENTIAL CUSTOMERS THAT VIOLATE THE PLAN; BY AMENDING 13.03.003(2) “CONTESTING VIOLATIONS” TO ADD NEW REQUIREMENTS FOR CONTESTING VIOLATIONS OF THE PLAN; BY ADDING A NEW SECTION 13.03.004 “PAYING ASSESSED FEES”; BY RENUMBERING 13.03.004 “ENFORCEMENT” TO 13.03.005; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, the City Council desires to amend the Code of Ordinances by adopting the “North Texas Municipal Water District 2024 Model Water Conservation and Water Resource and Emergency Management Plan Guidance,” attached hereto as Exhibit “A,” incorporated herein by reference and made a part hereof, as official City policy;

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

SECTION 1. That the Code of Ordinances of the City of Lucas, Texas, be, and the same is, hereby amended by amending Chapter 13 “Utilities” by amending Article 13.03 “Water Conservation Plan and Water Resource and Emergency Management Plan”, to read as follows:

**“CHAPTER 13
UTILITIES**

...

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

§ 13.03.001 Adoption of plans.

Delete:

~~(a) The city council hereby approves and adopts the “2019 Water Conservation Plan for the City of Lucas” and the “2019 Water Resource and Emergency Management Plan for the City of Lucas” (the “plans”), attached to Ordinance 2019-10-00896 as exhibit A, as if recited verbatim herein. The city commits to implement the requirements and procedures set forth in the adopted plan.~~

~~(b) Exhibit A to Ordinance 2019-10-00896 is hereby adopted by reference for the city and made part hereof for all purposes, the same as if fully copied herein.~~

Add:

The city council hereby approves and adopts for the city, its citizens and water customers the “North Texas Municipal Water District 2024 Model Water Conservation and Water Resource and Emergency Management Plan Guidance” (the “plan”), attached to Ordinance 2024-04-00999 as Exhibit A and incorporated herein for all purposes. A copy of this article and the plan are available in the city secretary’s office.

§ 13.03.002 Penalty.

DELETE:

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

Add:

Any customer, defined pursuant to 30 Texas Administrative Code, chapter 291, failing to comply with the provisions of the plan shall be subject to a fine of up to \$2,000.00 per day per occurrence and/or discontinuance of water service by the city. Proof of a culpable mental state is not required for a conviction of an offense under this section. Each day a customer fails to comply with the plan is a separate violation. The city’s authority to seek injunctive or other civil relief available under the law is not limited by this section.

...

AMEND 13.03.003:

§ 13.03.003 Administrative remedies.

The city may elect to exercise the following administrative remedies for violations of the city plan in lieu of pursuing criminal penalties against **all residential and non-residential** ~~nonsingle family~~ water account holders, such as business and professional parks, homeowners’ associations, home builders, land developers, and **any other** entities. ~~other than customers residing at single family homes.~~

AMEND (1):

- (1) Administrative fees. The following administrative fees that will be added to the customer’s regular monthly utility bill shall apply:

First offense	\$200.00 Certified letter notifying of violation
Second offense	\$500.00
Third and subsequent offenses	\$2,000.00

Delete:

- (2) ~~Confuting violations. A nonsingle family water customer as defined above may request a hearing before a hearing officer(s) appointed by the **city manager** building official within fifteen (15) business days after the date on the notice. The hearing officer(s) shall evaluate all information offered by the petitioner at the hearing. The customer shall bear the burden of proof to show why, by preponderance of the evidence, the administrative fee should not be assessed. The hearing officer(s) will render a decision in writing within three (3) business days of the conclusion of the hearing. A customer may appeal the decision from the hearing officer(s) in writing to the building official within three (3) business days of the conclusion of the hearing. The decision by the building official is final and binding.~~

Add:

- (2) Contesting violations. A water customer as defined above may request a hearing before a hearing officer appointed by the city manager or their designee within 15 business days after the date on the notice. The hearing officer shall evaluate all information offered by the petitioner at the hearing. The customer shall bear the burden of proof to show why, by preponderance of the evidence, the administrative fee should not be assessed. The hearing officer shall render a decision in writing within three business days of the conclusion of the hearing. The decision by the hearing officer is final and binding.

Add New Section:

§ 13.03.004 Paying assessed fees.

If, after the expiration of the 15 business days from the date on the notice, the customer has not requested an administrative hearing to contest the assessment of an administrative fee or paid the administrative fee, the city shall apply and charge the assessed administrative fee to the customer's next city utility bill.

ReNUMBER Section 13.04.004 to 13.04.005

§ 13.03.005 Enforcement.

The city manager or designee shall be responsible for the enforcement of the provisions of this article.”

SECTION 2. All ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances are not in conflict herewith shall remain in full force and effect.

SECTION 2. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the

remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 3. An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 4. 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 City of Lucas Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 5. 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 18TH DAY OF APRIL, 2024.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney

Toshia Kimball, City Secretary



City of Lucas

City Council Agenda Request

April 4, 2024

Item No. 08

Requester: City Council

Agenda Item Request

Executive Session:

As authorized by Section 551.074 of the Texas Government Code, Personnel Matters, the City Council may convene into closed Executive Session to interview City Manager candidates. This meeting is closed to the public as provided in the Texas Government Code.

Background Information

The meeting is closed to the public as authorized by Section 551.074 of the Texas Government Code.

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

April 4, 2024

Item No. 09

Requester: City Council

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