

**City of Woodcreek City Council Meeting**  
**October 11, 2017; 6:30 p.m.**  
**Woodcreek, Texas**

**NOTICE/AGENDA**

*This notice is posted pursuant to the Texas Open Meetings Act (Vernon's Texas Codes Ann. Gov. Code Chapter 551). The Woodcreek City Council will hold a Council Meeting on October 11, 2017, at 6:30 p.m. at Woodcreek City Hall, 41 Champions Circle, Woodcreek, Texas at which time the following items will be considered:*

- 1. Call to Order**
- 2. Invocation**
- 3. Pledge of Allegiance:**
  - A. To the Flag of the United States of America**
  - B. To the Great State of Texas**
- 4. Roll Call**
- 5. Public Comments:** Members of the Public may sign up at the City Council meeting to address the City Council. Comments will be limited to three (3) minutes per speaker.
- 6. Citizen Communications:**
- 7. Report Items:**
  - A. DPW Monthly Report (Director of Public Works Frank Wood)**
  - B. Treasurer's Report for July 2017 (City Treasurer Gene Golembiewski)**
  - C. City Manager's Monthly Public Report (City Manager Brenton Lewis)**
- 8. Consent Agenda: All the following items are considered self-explanatory by the Council and may be acted upon with one motion. There will be no separate discussion of these items unless a Councilmember or Citizen so requests. For a Citizen to request removal of an item from the Consent Agenda, a written request must be completed and submitted to the City Manager.**
  - A. Approval of the Minutes of the Special City Council meeting of September 19, 2017**
  - B. Approval of Treasurer's Report for September 2017**
- 9. Regular Agenda**
  - A. Discussion and Possible Action to Approve a City of Woodcreek Investment Policy and Strategy. (City Manager Lewis)**
  - B. Consider and Take Appropriate Action on Franchise Agreement with Waste Connections. (City Manager Lewis)**
  - C. Discussion and Take Appropriate action on the Concept Plan and the Site Development Plan for Camp Young Judaea. (City Manager Lewis)**
  - D. Discussion and Action to consider a request for Special Events for Fireworks Displays at Camp Young Judea on Saturday, November 11, 2017; Saturday, March 3, 2018; Saturday, May 26, 2018; Wednesday, July 4, 2018; Sunday, August 5, 2018; Saturday, October 20, 2018. (City Manager Lewis)**

## 10. Adjourn

*Executive sessions held during this meeting will generally take place in the City Manager's office, at the discretion of the City Council.*

*The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, or specific occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code. Action, if any, will be taken in open session.*

*This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.*

*Attendance by Other Elected or Appointed Officials:*

*It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.*

*The City of Woodcreek is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary's Office at 512-847-9390 for information. Hearing-impaired or speech-disabled persons equipped with telecommunications devices for the deaf may call 7-1-1 or may utilize the statewide Relay Texas program at 1-800-735-2988.*

*Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.*

I certify that the above notice was posted on the 6<sup>th</sup> day of October, 2017 at 12:01 p.m.

By: Brenton B. Lewis  
Brenton B. Lewis, City Manager

**City Manager Monthly Public Report from September 15, 2017 to October 4, 2017 for the October 11, 2017 Special City Council Meeting**

A Pre-construction meeting was held with representatives of Curren and Jones/Carter with the planned mobilization on October 10<sup>th</sup> and work to begin on the 16<sup>th</sup>. They will mill the entire length of Brookhollow from Augusta Drive to Woodcreek Drive. Traffic will remain two lanes until they start pouring concrete.

The City Issued the following permits, stop work orders, and code violations to date –

Permits Issued or In Progress:      Tree Trimming – 15  
Fence – 7  
Foundation Repair/Plumbing – 1  
Guest house/fence – 1  
Signs – 1  
Single Family Homes – 4  
Spa - 1

Replats:            4 in progress

Site Development Plans:      3 in progress

Concept Plan: 1 in progress

Development Agreements:    2 in progress

Rezoning Request:    1 in progress

Ordinance Violations:      Trailers – 4  
Tree Trimming – 3  
Dead Trees – 2  
Light - 1  
Animals – 2  
Abandoned Vehicle – 1  
Blocking Vehicle Line of Sight – 1  
Parking – 1  
Health and Safety - 1

Stop Work Orders –      5 – In Progress

## City Clerk

---

**From:** Ray Helm <ray.helm@co.hays.tx.us>  
**Sent:** Wednesday, October 11, 2017 2:05 PM  
**To:** City Clerk

Hours 114  
Mileage 1003  
Traffic Stops 31  
Code Enforcement 3  
Close Patrol 2  
Arrests 0  
Agency Assist 1

***Hays County Constable  
Precinct 3  
Ray Helm***



 **BII Blackwood Law Enforcement  
Management Institute of Texas**

***Sam Houston State University***  
**LCC Lemit Class # 71**  
**TCLC Lemit Class #12**  
**<http://www.lemitonline.org/programs/lcc/index.html>**

***Cell 512 757 5535***  
***Office 512 847 5532***  
***Fax 512 847 7352***  
***14306 Ranch Road 12 #10***  
***Wimberley Texas 78676***  
**<http://www.co.hays.tx.us/constable-precinct-3.aspx>**

**Confidentiality Notice: The information contained in this message is covered by the Electronic Communications Act, 18 U.S.C. 2510-2521 and may be privileged and/or confidential and protected from disclosure. Unless you are the intended recipient (or authorized to receive for the addressee), you are hereby notified that any review, use, copying, storage, distribution, or disclosure to anyone of this message or any information contained therein is RESTRICTED. If you have received the message in error, please contact the sender by reply e-mail, and destroy all copies of the original message.**

# The City of Woodcreek

## STATEMENT OF FINANCIAL POSITION

As of September 30, 2017

|                                                     | TOTAL                 |
|-----------------------------------------------------|-----------------------|
| <b>ASSETS</b>                                       |                       |
| Current Assets                                      |                       |
| Bank Accounts                                       |                       |
| 1000 Operating - Broadway 9628                      | 138,215.92            |
| 1003 Municipal - Reg Acct#7223                      | 33,041.07             |
| 1003,1 Municipal Court Petty Cash                   | 100.00                |
| 1006 PEG - #5467                                    | 17,783.27             |
| 1010 Petty Cash                                     | -41.00                |
| 1020 Investment Account - Class 0001                | 26,204.24             |
| 1021 Reserved Funds - Broadway 4573                 | 478,523.66            |
| 1022 Crockett National Bank                         | 225,195.61            |
| 1023 Pioneer Bank #6151                             | 202,682.98            |
| <b>Total Bank Accounts</b>                          | <b>\$1,121,705.75</b> |
| Accounts Receivable                                 |                       |
| 1120 Delinquent Taxes Receivable                    | 10,574.84             |
| <b>Total Accounts Receivable</b>                    | <b>\$10,574.84</b>    |
| Other Current Assets                                |                       |
| 1121 Allowance for Uncollectible                    | -2,266.76             |
| 1122 Due to/from HOT Account                        | 0.00                  |
| 1123 Employee Cash Advance                          | 0.00                  |
| 1124 Sales Tax Receivable                           | 3,201.75              |
| 1125 Franchise Fees Receivable                      | 79,855.12             |
| 1150 Due From Capital Project Funds<br>To Operating | 107,758.90            |
| <b>Total Other Current Assets</b>                   | <b>\$188,549.01</b>   |
| <b>Total Current Assets</b>                         | <b>\$1,320,829.60</b> |
| Fixed Assets                                        |                       |
| 1200 Office Furniture / Equipment                   | 35,704.46             |
| 1225 Land                                           | 37,850.00             |
| 1226 Building & Improvements                        | 130,602.00            |
| 1227 Street Pavement                                | 144,126.00            |
| 1228 Street Improvements 2017                       | 107,758.90            |
| 1240 Accumulated Depreciation - All                 | -195,372.00           |
| <b>Total Fixed Assets</b>                           | <b>\$260,669.36</b>   |
| Other Assets                                        |                       |
| 1250 Deferred Revenue                               | -8,308.49             |
| 1300.10 Committed for Streets Repair                | 0.00                  |
| <b>Total Other Assets</b>                           | <b>\$ -8,308.49</b>   |
| <b>TOTAL ASSETS</b>                                 | <b>\$1,573,190.47</b> |
| <b>LIABILITIES AND EQUITY</b>                       |                       |
| Liabilities                                         |                       |
| Current Liabilities                                 |                       |
| Accounts Payable                                    |                       |

|                                        | TOTAL                 |
|----------------------------------------|-----------------------|
| 1900 Accounts Payable                  | 2,455.78              |
| <b>Total Accounts Payable</b>          | <b>\$2,455.78</b>     |
| Other Current Liabilities              |                       |
| 2000 Payroll Tax Payable               | 3,330.44              |
| 2001 Federal Withholding Payable       | 0.00                  |
| 2020 State Unemployment Liability      | 12.66                 |
| 2021 Accrued Wages Payable             | 7,353.00              |
| 2030 TMRS Payable                      | 0.00                  |
| 2100 WVWA / LCRA Grant                 | 424.21                |
| Expenditures                           |                       |
| 2105 Capital Development Grant         | 3,066.00              |
| 2105.1 Augusta Park Proj Expenditures  | 0.00                  |
| 2110 Direct Deposit Liabilities        | 0.00                  |
| 2200 Security Deposits                 | 0.00                  |
| 2300 Sales Tax Revenue Overpayment     | 533.38                |
| 2400 Due To Operating From Capital     | 107,758.90            |
| Project Funds                          |                       |
| <b>Total Other Current Liabilities</b> | <b>\$122,478.59</b>   |
| <b>Total Current Liabilities</b>       | <b>\$124,934.37</b>   |
| <b>Total Liabilities</b>               | <b>\$124,934.37</b>   |
| Equity                                 |                       |
| 9997 Net Investment In Capital Assets  | 144,132.96            |
| 9998 Opening Balance Equity            | 329,816.47            |
| 9999 Retained Earnings                 | 856,138.78            |
| Net Revenue                            | 118,167.89            |
| <b>Total Equity</b>                    | <b>\$1,448,256.10</b> |
| <b>TOTAL LIABILITIES AND EQUITY</b>    | <b>\$1,573,190.47</b> |

**CITY OF WOODCREEK, TEXAS**  
**Quarterly Inventory Report**  
 As of 06/30/17

| Purchase Date                                            | Security               | Coupon or Avg Rate | Maturity Date | Yield | Par      | Days to Maturity | Beginning Book      | Beginning Market    | Ending Book         | Ending Market       | Period Earnings |
|----------------------------------------------------------|------------------------|--------------------|---------------|-------|----------|------------------|---------------------|---------------------|---------------------|---------------------|-----------------|
| <b>Bank Checking Accounts - West Texas National Bank</b> |                        |                    |               |       |          |                  |                     |                     |                     |                     |                 |
| 04/01/17                                                 | Broadway Checking *    | 0.00%              | 07/01/17      | 0.00% | n/a      | 1                | 334,192.08          | 334,192.08          | 243,712.22          | 243,712.22          | 0.00            |
| 04/01/17                                                 | Broadway Savings       | 0.11%              | 07/01/17      | 0.11% | n/a      | 1                | 17,771.76           | 17,771.76           | 17,776.56           | 17,776.56           | 4.80            |
| 04/01/17                                                 | Broadway Funds DDA     | 0.00%              | 07/01/17      | 0.00% |          | 1                | 31,106.07           | 31,106.07           | 31,106.07           | 31,106.07           | 0.00            |
| <b>Subtotal Bank Accounts</b>                            |                        |                    |               |       |          |                  | <b>383,069.91</b>   | <b>383,069.91</b>   | <b>292,594.85</b>   | <b>292,594.85</b>   | <b>4.80</b>     |
| <b>Bank CD</b>                                           |                        |                    |               |       |          |                  |                     |                     |                     |                     |                 |
|                                                          |                        |                    |               |       | 0        |                  | 0.00                | 0.00                | 0.00                | 0.00                | 0.00            |
| <b>Subtotal CDs</b>                                      |                        |                    |               |       |          |                  | <b>0.00</b>         | <b>0.00</b>         | <b>0.00</b>         | <b>0.00</b>         | <b>0.00</b>     |
| <b>Investments</b>                                       |                        |                    |               |       |          |                  |                     |                     |                     |                     |                 |
| 04/01/17                                                 | Texas Class            | 1.09%              | 07/01/17      | 1.09% | n/a      | 1                | 26,053.09           | 26,053.09           | 26,124.01           | 26,124.01           | 70.92           |
| 03/19/17                                                 | Broadway Money Market  | 0.20%              | 06/19/17      | 0.21% | n/a      | 1                | 477,977.34          | 477,977.34          | 478,225.53          | 478,225.53          | 248.19          |
| 04/01/17                                                 | Crockett National Bank | 0.75%              | 07/01/17      | 0.75% | n/a      | 1                | 224,350.66          | 224,350.66          | 224,770.43          | 224,770.43          | 419.77          |
| 04/01/17                                                 | Pioneer Bank           | 0.55%              | 07/01/17      | 0.55% | n/a      | 1                | 202,126.09          | 202,126.09          | 202,402.82          | 202,402.82          | 276.73          |
| <b>TOTALS</b>                                            |                        |                    |               |       | <b>0</b> |                  | <b>1,313,577.09</b> | <b>1,313,577.09</b> | <b>1,224,117.64</b> | <b>1,224,117.64</b> | <b>1,020.41</b> |

0.0055946

|                           |        |
|---------------------------|--------|
| Average Weighted Maturity | 1 days |
| Average Weighted Yield    | 0.31 % |

This quarterly report has been prepared in compliance with the Public Funds Investment Act and the City's Investment Policy.

Gene Golembiewski, City Treasurer

Brenton Lewis, City Manager

*\*Note: Funds are being left in the bank to pay for banking fees. The Earning Credit Rate at which the City earns to pay for banking services is .25 % but no interest is paid directly to the City but the City is earning at that rate to pay our banking services.*

Treasurer's Report

For the Period: October 2016 - September 2017

Percent Complete: 100%

|                                         | 2016-2017      |                |            | 2015-2016      |                |             | Y/Y Monthly Comparison |               |                |
|-----------------------------------------|----------------|----------------|------------|----------------|----------------|-------------|------------------------|---------------|----------------|
|                                         | YTD            | Budget         | %          | YTD            | Budget         | %           | Sep 2017               | Sep 2016      | Difference     |
| <b>Revenue</b>                          |                |                |            |                |                |             |                        |               |                |
| 3000 Ad Valorem Tax Revenue             | -              | 233,500        | 0%         | 217,748        | 214,500        | 102%        | -                      | 3,409         | (3,409)        |
| 3000.01 Ad Valorem Tax                  | 219,776        | -              | n/a        | -              | -              | n/a         | 576                    | -             | 576            |
| 3000.02 Delinquent Ad Valorem Tax       | 13,642         | -              | n/a        | -              | -              | n/a         | 1,780                  | -             | 1,780          |
| 3000 Ad Valorem Tax Revenue             | 233,418        | 233,500        | 100%       | 217,748        | 214,500        | 102%        | 2,356                  | 3,409         | (1,053)        |
| 3005 State Sales Tax Revenue            | 45,793         | 45,790         | 100%       | 42,265         | 43,000         | 98%         | 3,624                  | 3,759         | (135)          |
| 3010 Mixed Beverage Tax & Fees Rev      | 1,414          | 1,500          | 94%        | 1,322          | 1,330          | 99%         | -                      | -             | -              |
| 3020 Electric Franchise Fee Revenue     | 30,491         | 31,000         | 98%        | 30,043         | 30,000         | 100%        | -                      | 1,475         | (1,475)        |
| 3030 Cable Services Franchise Rev       | 34,585         | 34,570         | 100%       | 31,939         | 31,220         | 102%        | -                      | 1,375         | (1,375)        |
| 3040 Water Service Franchise Revenue    | 92,069         | 92,100         | 100%       | 93,595         | 87,750         | 107%        | -                      | 5,858         | (5,858)        |
| 3050 Disposal Service Franchise Rev     | 10,649         | 14,000         | 76%        | 17,344         | 13,830         | 125%        | -                      | 3,308         | (3,308)        |
| 3060 Telephone Franchise Revenue        | 1,057          | 1,500          | 70%        | 1,562          | 1,550          | 101%        | -                      | 443           | (443)          |
| 3070 Golf Course Franchise Revenue      | -              | 500            | 0%         | -              | 500            | 0%          | -                      | -             | -              |
| 3080 Reimbursements                     | -              | -              | n/a        | -              | -              | n/a         | -                      | -             | -              |
| 3080.10 Engineerings                    | -              | -              | n/a        | -              | -              | n/a         | -                      | -             | -              |
| 3080.20 Legal                           | -              | -              | n/a        | -              | -              | n/a         | -                      | -             | -              |
| 3080.30 Admin                           | 12,276         | -              | n/a        | 10             | -              | n/a         | 7,216                  | -             | 7,216          |
| 3080 Reimbursements                     | 12,276         | 13,000         | 94%        | 10             | -              | n/a         | 7,216                  | -             | 7,216          |
| 3090 Development Revenue                | -              | -              | n/a        | 16,422         | 14,000         | 117%        | -                      | 1,925         | (1,925)        |
| 3090.01 Residential                     | 14,135         | 14,000         | 101%       | -              | -              | n/a         | 480                    | -             | 480            |
| 3090.02 Commercial                      | 160            | 200            | 80%        | -              | -              | n/a         | -                      | -             | -              |
| 3090.03 Other                           | 2,288          | 2,300          | 99%        | -              | -              | n/a         | -                      | -             | -              |
| Total 3090 Development Revenue          | 16,583         | 16,500         | 101%       | 16,422         | 14,000         | 117%        | 480                    | 1,925         | (1,445)        |
| 3095 Sign Fees                          | 1,220          | 1,100          | 111%       | 320            | 300            | 107%        | 155                    | 25            | 130            |
| 4000 Interest Income                    | 4,157          | 4,000          | 104%       | 4,246          | 4,000          | 106%        | 368                    | 266           | 103            |
| 4010 Other Revenue                      | 6,266          | 6,250          | 100%       | 1,071          | 1,050          | 102%        | 22                     | 10            | 12             |
| 4015 Oak Wilt Containment               | -              | -              | n/a        | -              | -              | n/a         | -                      | -             | -              |
| 4020 Municipal Court Revenue            | 1,935          | 2,000          | 97%        | 140            | 150            | 93%         | 701                    | -             | 701            |
| 4040 Donations Received                 | 5,000          | 5,000          | 100%       | 5,030          | 5,000          | 101%        | -                      | -             | -              |
| 4050 General Fund Transfer              | -              | -              | n/a        | -              | -              | n/a         | -                      | -             | -              |
| <b>Total Revenue</b>                    | <b>496,914</b> | <b>502,310</b> | <b>99%</b> | <b>463,056</b> | <b>448,180</b> | <b>103%</b> | <b>14,977</b>          | <b>21,851</b> | <b>(6,929)</b> |
| <b>Expenditures</b>                     |                |                |            |                |                |             |                        |               |                |
| 5000 Personnel Services                 | -              | -              | n/a        | -              | -              | n/a         | -                      | -             | -              |
| 5000.01 Salaries and Wages              | 131,713        | 131,760        | 100%       | 119,055        | 103,300        | 115%        | 11,999                 | 22,166        | (10,168)       |
| 5000.02 Ins Expense Reimbursement       | 1,200          | 1,200          | 100%       | -              | 400            | 0%          | 100                    | -             | 100            |
| 5000.03 City Manager Vehicle Reimburse  | 8,350          | 8,350          | 100%       | 5,515          | 5,500          | 100%        | 696                    | 696           | -              |
| 5000.05 Elected Official Pay            | 850            | 840            | 101%       | 700            | 700            | 100%        | 80                     | 70            | 10             |
| 5000.20 Payroll Tax Expense             | 8,265          | 11,500         | 72%        | 9,667          | 9,300          | 104%        | 978                    | 1,008         | (30)           |
| 5000.40 Retirement                      | 4,185          | 5,100          | 82%        | 3,579          | 4,000          | 89%         | 371                    | 377           | (6)            |
| 5000.50 Direct Deposit Expense          | -              | 130            | 0%         | 126            | 130            | 97%         | -                      | 11            | (11)           |
| 5000.51 Health Insurance Stipend        | -              | -              | n/a        | 325            | -              | n/a         | -                      | 100           | (100)          |
| Total 5000 Personnel Services           | 157,389        | 158,880        | 99%        | 138,967        | 123,330        | 113%        | 14,223                 | 24,427        | (10,204)       |
| 5500 Office Expenses                    | -              | -              | n/a        | -              | -              | n/a         | -                      | -             | -              |
| 5500.05 Bank Fees & Charges             | -              | -              | n/a        | 33             | -              | n/a         | -                      | -             | -              |
| 5500.10 City Hall Maintenance / Repairs | 2,671          | 2,700          | 99%        | 2,646          | 20,000         | 13%         | 55                     | 100           | (45)           |
| 5500.20 Cleaning Costs                  | 520            | 770            | 68%        | -              | -              | n/a         | 125                    | -             | 125            |
| 5500.30 IT & Radio Expenses             | 624            | 630            | 99%        | 11,720         | 7,000          | 167%        | -                      | 6,097         | (6,097)        |
| 5500.40 Newsletter                      | -              | -              | n/a        | -              | 750            | 0%          | -                      | -             | -              |
| 5500.50 Office Supplies                 | 2,524          | 2,800          | 90%        | 3,876          | 3,800          | 102%        | 477                    | 170           | 308            |
| 5500.60 Postage & Shipping              | 1,423          | 1,620          | 88%        | 1,989          | 2,000          | 99%         | 292                    | 311           | (19)           |
| 5500.61 Printing & Reproduction         | 5,098          | 4,750          | 107%       | 4,115          | 4,000          | 103%        | 1,343                  | 568           | 775            |
| 5500.70 Storage Rental                  | 1,013          | 1,050          | 96%        | 1,110          | 1,100          | 101%        | 216                    | -             | 216            |
| 5500.80 Software & Subscriptions        | 4,317          | 4,500          | 96%        | -              | -              | n/a         | 103                    | -             | 103            |
| Total 5500 Office Expenses              | 18,191         | 18,820         | 97%        | 25,489         | 38,650         | 66%         | 2,611                  | 7,245         | (4,634)        |
| 6000 Professional Services              | -              | -              | n/a        | -              | -              | n/a         | -                      | -             | -              |
| 6000.01 Audit Expense                   | 10,905         | 10,910         | 100%       | 6,600          | 6,600          | 100%        | -                      | -             | -              |
| 6000.10 Codification                    | 1,134          | 1,000          | 113%       | 1,222          | 1,200          | 102%        | 375                    | 375           | -              |
| 6000.11 Contract Labor                  | 2,315          | 500            | 463%       | 7,115          | 7,500          | 95%         | 1,898                  | (140)         | 2,038          |
| 6000.15 Engineering                     | 14,404         | 14,150         | 102%       | 1,050          | 1,850          | 57%         | 2,265                  | (800)         | 3,065          |
| 6000.20 Legal Expenses                  | -              | -              | n/a        | (3,737)        | 25,000         | -15%        | -                      | (5,963)       | 5,963          |
| 6000.21 General                         | 15,605         | -              | n/a        | 14,198         | -              | n/a         | 1,585                  | 1,953         | (368)          |
| 6000.22 Legal Reimbursable              | 600            | -              | n/a        | -              | -              | n/a         | 180                    | -             | 180            |



|                                            | 2016-2017        |                 |             | 2015-2016       |                |              | Y/Y Monthly Comparison |                 |                 |
|--------------------------------------------|------------------|-----------------|-------------|-----------------|----------------|--------------|------------------------|-----------------|-----------------|
|                                            | YTD              | Budget          | %           | YTD             | Budget         | %            | Sep 2017               | Sep 2016        | Difference      |
| 6000.25 Special Cases                      | -                | -               | n/a         | 5,068           | -              | n/a          | -                      | -               | -               |
| 6000.20 Legal Expenses                     | 16,205           | 18,000          | 90%         | 15,529          | 25,000         | 62%          | 1,765                  | (4,010)         | 5,775           |
| 6000.30 IT Services                        | 9,468            | 9,000           | 105%        | -               | -              | n/a          | 1,016                  | -               | 1,016           |
| 6000.40 Accounting                         | 8,721            | 9,000           | 97%         | -               | -              | n/a          | -                      | -               | -               |
| <b>Total 6000 Professional Services</b>    | <b>63,150</b>    | <b>62,560</b>   | <b>101%</b> | <b>31,515</b>   | <b>42,150</b>  | <b>75%</b>   | <b>7,319</b>           | <b>(4,575)</b>  | <b>11,894</b>   |
| 6500 Area Care/Maintenance                 | -                | -               | n/a         | -               | -              | n/a          | -                      | -               | -               |
| 6500.01 Deer Removal                       | 600              | 1,000           | 60%         | 1,275           | 1,500          | 85%          | 75                     | 150             | (75)            |
| 6500.15 Mowing                             | 2,565            | 4,000           | 64%         | 4,600           | 5,500          | 84%          | 400                    | 1,735           | (1,335)         |
| 6500.20 Oak Wilt Containment               | -                | -               | n/a         | -               | 2,000          | 0%           | -                      | -               | -               |
| 6500.21 Outdoor Beautification             | 21,664           | 25,000          | 87%         | 14,169          | 12,000         | 118%         | 400                    | 2,508           | (2,108)         |
| 6500.25 ROW Tree Trimming                  | -                | -               | n/a         | 1,235           | 1,500          | 82%          | -                      | 225             | (225)           |
| 6500.30 Street Maintenance                 | 43,057           | 43,100          | 100%        | 25,369          | 26,000         | 98%          | -                      | -               | -               |
| 6500.31 Street Signs                       | 1,253            | 2,000           | 63%         | 799             | 1,000          | 80%          | -                      | 172             | (172)           |
| 6500.35 Storm Damage Reserve               | -                | -               | n/a         | -               | -              | n/a          | -                      | -               | -               |
| 6500.40 Tree Limb Pick-Up                  | 5,200            | 5,200           | 100%        | 9,675           | 8,900          | 109%         | -                      | -               | -               |
| <b>Total 6500 Area Care/Maintenance</b>    | <b>74,339</b>    | <b>80,300</b>   | <b>93%</b>  | <b>57,122</b>   | <b>58,400</b>  | <b>98%</b>   | <b>875</b>             | <b>4,789</b>    | <b>(3,914)</b>  |
| 7000 Other Operating Expenses              | -                | -               | n/a         | -               | -              | n/a          | -                      | -               | -               |
| 7000.01 Ad Valorem Tax Expense             | 1,839            | 2,000           | 92%         | 1,800           | 2,000          | 90%          | 430                    | 390             | 40              |
| 7000.02 Building Inspections               | 8,695            | 10,000          | 87%         | 8,980           | 10,000         | 90%          | 440                    | 1,530           | (1,090)         |
| 7000.03 Code Compliance                    | -                | -               | n/a         | 20              | 1,500          | 1%           | -                      | -               | -               |
| 7000.04 Dues & Membership                  | 2,580            | 2,550           | 101%        | 1,691           | 1,700          | 99%          | 60                     | 150             | (90)            |
| 7000.05 Election Expense                   | 3,113            | 3,200           | 97%         | 2,592           | 2,600          | 100%         | -                      | -               | -               |
| 7000.10 Depreciation Expense               | -                | -               | n/a         | -               | -              | n/a          | -                      | -               | -               |
| 7000.15 Meeting Expense                    | 2,439            | 1,600           | 152%        | 1,682           | 1,800          | 93%          | 1,170                  | 42              | 1,128           |
| 7000.20 Public Notices                     | 1,089            | 1,500           | 73%         | 1,870           | 1,800          | 104%         | 99                     | 334             | (235)           |
| 7000.30 Travel & Vehicle Exp Reimb.        | 3,095            | 3,000           | 103%        | 619             | 750            | 83%          | 644                    | 294             | 350             |
| 7000.40 Training & Prof Development        | 3,329            | 3,350           | 99%         | 2,114           | 2,000          | 106%         | -                      | 345             | (345)           |
| <b>Total 7000 Other Operating Expenses</b> | <b>26,179</b>    | <b>27,200</b>   | <b>96%</b>  | <b>21,369</b>   | <b>24,150</b>  | <b>88%</b>   | <b>2,843</b>           | <b>3,085</b>    | <b>(242)</b>    |
| 7500 Utilities                             | -                | -               | n/a         | -               | -              | n/a          | -                      | -               | -               |
| 7500.10 City Hall Utilities                | 2,825            | 3,000           | 94%         | 2,617           | 2,600          | 101%         | 261                    | 253             | 9               |
| 7500.20 Outdoor Utilities                  | 3,795            | 4,000           | 95%         | 3,732           | 3,600          | 104%         | 377                    | 377             | 0               |
| 7500.30 Telephone & Internet               | 3,237            | 3,200           | 101%        | 4,088           | 3,000          | 136%         | 262                    | 1,411           | (1,150)         |
| <b>Total 7500 Utilities</b>                | <b>9,857</b>     | <b>10,200</b>   | <b>97%</b>  | <b>10,436</b>   | <b>9,200</b>   | <b>113%</b>  | <b>900</b>             | <b>2,041</b>    | <b>(1,141)</b>  |
| 8000 Insurance                             | 2,908            | 2,910           | 100%        | 2,514           | 2,550          | 99%          | -                      | -               | -               |
| 8020 Municipal Court Costs                 | -                | -               | n/a         | -               | -              | n/a          | -                      | -               | -               |
| 8020.20 MC Judge                           | 3,500            | 3,500           | 100%        | 3,100           | 3,400          | 91%          | 250                    | 500             | (250)           |
| 8020.25 Misc. Court Costs                  | 1,282            | 1,500           | 85%         | 735             | 750            | 98%          | 177                    | -               | 177             |
| 8020.30 Prosecutor                         | 620              | 1,500           | 41%         | -               | -              | n/a          | 620                    | -               | 620             |
| 8020.40 State Comptroller Costs            | -                | 500             | 0%          | 106             | -              | n/a          | -                      | -               | -               |
| 8020.41 Supplies                           | 77               | 300             | 26%         | -               | -              | n/a          | -                      | -               | -               |
| 8020.60 Traffic Enforcements               | 21,255           | 28,000          | 76%         | 21,255          | 36,000         | 59%          | -                      | (7,085)         | 7,085           |
| <b>Total 8020 Municipal Court Costs</b>    | <b>26,734</b>    | <b>35,300</b>   | <b>76%</b>  | <b>25,196</b>   | <b>40,150</b>  | <b>63%</b>   | <b>1,047</b>           | <b>(6,585)</b>  | <b>7,632</b>    |
| 9077 General Fund Accrual                  | -                | -               | n/a         | -               | -              | n/a          | -                      | -               | -               |
| Unapplied Cash Bill Payment Expenditure    | -                | -               | n/a         | 20              | -              | n/a          | -                      | 20              | (20)            |
| <b>Total Expenditures</b>                  | <b>378,746</b>   | <b>396,170</b>  | <b>96%</b>  | <b>315,331</b>  | <b>338,580</b> | <b>93%</b>   | <b>29,818</b>          | <b>33,149</b>   | <b>(3,331)</b>  |
| <b>Net Operating Revenue</b>               | <b>118,168</b>   | <b>106,140</b>  | <b>111%</b> | <b>147,725</b>  | <b>109,600</b> | <b>135%</b>  | <b>(14,896)</b>        | <b>(11,298)</b> | <b>(3,598)</b>  |
| <b>Other Revenue</b>                       |                  |                 |             |                 |                |              |                        |                 |                 |
| 4019 Proceeds from Capital Leases          | -                | -               | n/a         | -               | -              | n/a          | -                      | -               | -               |
| 8500 Capital Improvement Income            | -                | -               | n/a         | -               | -              | n/a          | -                      | -               | -               |
| <b>Other Expenditures</b>                  |                  |                 |             |                 |                |              |                        |                 |                 |
| 8500.25 Capital Improvement Expense        | -                | -               | n/a         | 725             | -              | n/a          | -                      | -               | -               |
| 9001 Capital Lease Principal               | -                | -               | n/a         | 12,818          | -              | n/a          | -                      | -               | -               |
| 9002 Interest on Capital Lease             | -                | -               | n/a         | -               | -              | n/a          | -                      | -               | -               |
| 9074 Other Capital Outlay                  | -                | -               | n/a         | -               | -              | n/a          | -                      | -               | -               |
| 9800.01 Capital Expenditures - CY          | 8,778            | 90,000          | 10%         | -               | -              | n/a          | -                      | -               | -               |
| 9800.1 Capital Project Expenditures - FY   | -                | -               | n/a         | -               | -              | n/a          | -                      | -               | -               |
| 9800.11 2017 Street Improvements           | 107,759          | -               | n/a         | -               | -              | n/a          | 44,459                 | -               | 44,459          |
| 9800.02 Other Miscellaneous Expenditure    | -                | -               | n/a         | -               | 750            | 0%           | -                      | -               | -               |
| Reconciliation Discrepancies               | (0)              | -               | n/a         | -               | -              | n/a          | -                      | -               | -               |
| <b>Net Other Revenue</b>                   | <b>(116,536)</b> | <b>(90,000)</b> | <b>129%</b> | <b>(13,543)</b> | <b>(750)</b>   | <b>1806%</b> | <b>(44,459)</b>        | <b>-</b>        | <b>(44,459)</b> |
| <b>Net Revenue</b>                         | <b>1,631</b>     | <b>16,140</b>   | <b>10%</b>  | <b>134,182</b>  | <b>108,850</b> | <b>123%</b>  | <b>(59,355)</b>        | <b>(11,298)</b> | <b>(48,057)</b> |
| <b>Reconciliation to Income Statement</b>  |                  |                 |             |                 |                |              |                        |                 |                 |
| 9800.02 Other Miscellaneous Expenditure    | (116,536)        | -               | -           | -               | -              | -            | (44,459)               | -               | (44,459)        |
| <b>Net Revenue</b>                         | <b>118,168</b>   |                 |             | <b>134,182</b>  |                |              | <b>(14,896)</b>        |                 |                 |

**City of Woodcreek Special City Council Meeting**  
**September 19, 2017, 10:00 a.m.**  
**Woodcreek, Texas**

**Minutes**

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance:**
  - A. **To the Flag of the United States of America**
  - B. **To the Great State of Texas**
4. **Roll Call:** Mayor Eric C. Eskelund, Mayor Pro Tem Nancye Britner, Councilmember Bill Scheel, Councilmember Jerry Moore, Councilmember Aurora LeBrun, City Manager Brenton B. Lewis, Assistant Administrator Linda L. Land, City Clerk Barbara J. Grant. Absent: Councilmember Judy Brizendine, Woodcreek Attorney Roger Gordon, Director of Public Works Frank Wood, City Treasurer Gene Golembiewski.
5. **Public Comments:** Members of the Public may sign up at the City Council meeting to address the City Council. Comments will be limited to three (3) minutes per speaker. Chad Swedberg said there must be a better way to get information to the public and offered his assistance to the City.
6. **Citizen Communications:** There were no citizen communications.
7. **Report Items:**
  - A. The Director of Public Works Monthly Report was presented by City Manager Lewis, who reported that the engineers are working with the contractors on the Brookhollow project and there will be a preconstruction meeting in the next week with all utility providers invited.
  - B. The Treasurer's Report for August 2017 was presented by City Manager Lewis, reporting year-to-date revenues of \$481,992.00 and \$348,928.00 in expenses.
  - C. City Manager Lewis presented the Monthly Public Report.
8. **Consent Agenda:** All the following items are considered self-explanatory by the Council and may be acted upon with one motion. There will be no separate discussion of these items unless a Councilmember or Citizen so requests. For a Citizen to request removal of an item from the Consent Agenda, a written request must be completed and submitted to the City Manager.
  - A. **Approval of the Minutes of the City Council meeting of August 9, 2017**
  - B. **Approval of the Minutes of the Special City Council meeting of August 25, 2017**
  - C. **Approval of the Minutes of the Special City Council meeting of September 6, 2017**
  - D. **Approval of the Minutes of the Special City Council meeting of September 11, 2017**
  - E. **Approval of Treasurer's Report for August 2017**

Mayor Pro Tem Britner moved to accept the Consent Agenda in its entirety. The motion was seconded by Councilmember Moore, which passed with a vote of 4-0-0.

**9. Discussion and Action Items**

- A. CONSIDER AN ORDINANCE TO AMEND THE 2016-2017 BUDGET.** After discussion, Councilmember LeBrun moved to adopt an ordinance to amend the 2016-2017 Budget. The motion was seconded by Councilmember Moore, which passed with a vote of 4-0-0.
- B. DISCUSSION AND ACTION TO CONSIDER AN ORDINANCE OF THE CITY OF WOODCREEK, TEXAS, MAKING APPROPRIATIONS FOR THE SUPPORT OF CITY SERVICES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018; AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF WOODCREEK, TEXAS, FOR THE 2017-2018 FISCAL YEAR.** After discussion, Councilmember Lebrun moved to approve an ordinance of the City of Woodcreek, Texas, making appropriations for the support of City Services for the Fiscal Year Beginning October 1, 2017, and ending September 30, 2018, and adopting the annual budget of the City of Woodcreek, Texas for the 2017-2018 Fiscal Year. The motion was seconded by Councilmember Moore, which passed with a vote of 4-0-0.
- C. DISCUSSION AND ACTION TO CONSIDER AN ORDINANCE OF THE CITY OF WOODCREEK, TEXAS, LEVYING AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT FOR THE CITY OF WOODCREEK, TEXAS, AS MAY BE NECESSARY TO PROMOTE THE GENERAL HEALTH, SAFETY AND WELFARE FOR THE 2017-2018 FISCAL YEAR, PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID.** After discussion, Councilmember Moore moved to approve an ordinance of the City of Woodcreek, Texas, levying ad valorem taxes for use and support of the municipal government for the City of Woodcreek, Texas, as may be necessary to promote the General Health, Safety and Welfare for the 2017-2018 Fiscal Year, providing for apportioning each levy for specific purposes, and same shall become delinquent if not paid. The motion was seconded by Councilmember LeBrun, which passed with a vote of 4-0-0, recorded as follows: Mayor Pro Tem Britner (Aye), Councilmember Scheel (Aye), Councilmember Moore (Aye), Councilmember LeBrun (Aye). Councilmember Brizendine was absent.
- D. DISCUSSION AND ACTION TO CONSIDER A RESOLUTION RATIFYING THE RECENTLY ADOPTED BUDGET THAT CONTAINS A PROPERTY TAX RATE THAT RAISES MORE TOTAL PROPERTY TAXES THAN THE PREVIOUS YEAR.** After discussion, Councilmember Scheel moved to approve a Resolution ratifying the recently adopted budget that raises more property total property taxes than the previous year. The motion was seconded by Councilmember Moore, which passed with a vote of 4-0-0.

**10. Adjourn: There being no further business, the meeting was adjourned at 10:22 a.m.**

---

**Eric C. Eskelund, Mayor**

---

**Brenton B. Lewis, City Manager**

**Council Meeting Date: 10/11/2017**

**AGENDA ITEM COVER SHEET**

**Subject/Title:**

9. A. Discussion and Possible Action to Approve a City of Woodcreek Investment Policy and Strategy

**Item Summary:**

The Public Funds Investment Act (PFIA) prescribes that the city is to adopt written rules governing its investment practices and to define the authority of the investment officer. The following sections address the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal management of the city's funds.

**Financial Impact/Financial Information:**

N/A

**Comments/Recommendation**

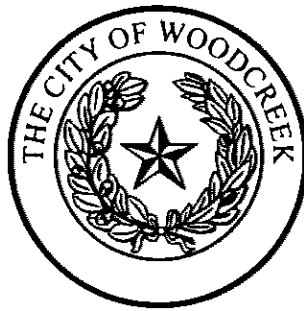
Adoption of Policy

**Attachments:**

Investment Policy and Strategy document

**Submitted By:**

Brenton B. Lewis, City Manager



## **CITY OF WOODCREEK INVESTMENT POLICY AND STRATEGY**

### **Sec. 1.05.031 Written Policy**

The Public Funds Investment Act (PFIA) prescribes that the city is to adopt written rules governing its investment practices and to define the authority of the investment officer. The following sections address the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal management of the city's funds.

### **Sec. 1.05.032 Authority to Invest Funds**

- (a) The city council may purchase, sell, and invest its funds and funds under its control in investments hereinafter authorized and in compliance with investment policies approved by the city council and according to the standard of care set out in Section 1.05.034.
- (b) The city will ensure all prudent measures are taken to liquidate an investment once downgraded below the required minimum rating. The city will monitor credit rating changes in accordance with the Public Funds Investment Act. All security transactions entered into by the city shall be conducted on a delivery-versus-payment basis. Securities will be held by a third-party custodian designated by the investment officer and evidenced by safekeeping receipts.

### **Sec. 1.05.033 Contract with Approved Firm**

In the exercise of its powers, the city council may contract with an investment management firm registered under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the state securities board to provide for the investment and management of its public funds or other funds under its control. A contract with an approved investment management firm may not be for a term longer than two (2) years, and a renewal or extension of the contract must be approved by the city council by ordinance or resolution. The investment officer may use the city's employees or the services of a contractor of the city to aid the investment officer in the execution of his duties.

**Sec. 1.05.034 Standard of Care**

- (a) Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority:
- (1) Preservation and safety of principal;
  - (2) Liquidity;
  - (3) Diversification of the portfolio; and
  - (4) Yield.
- (b) In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following
- (1) The investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
  - (2) Whether the investment decision was consistent with the written investment policy of the entity.

**Sec. 1.05.035 Investment Strategies**

The PFIA requires the city council to adopt a separate written investment strategy for each of the funds or group of funds under its control. The city directs that each of its accounts be governed by the following investment objectives and strategies, in order of priority:

- (1) Understanding of the suitability of the investment to the financial requirements of the city;
- (2) Preservation and safety of principal;
- (3) Liquidity of the funds to meet anticipated disbursements;
- (4) Marketability of the investment if the need arises to liquidate the investment before maturity;
- (5) Diversification of the investment portfolio; and

- (6) Yield.

**Sec. 1.05.036 Authorized Investments**

- (a) Subject to any limitations otherwise imposed by applicable law, regulations, bond indentures or other agreements (including but not limited to V.T.C.A., Government Code, Chapter 2256) the city may invest funds in any of the following:
  - (1) U. S. Treasury Bills, notes or bonds which are guaranteed as to principal and interest by the full faith and credit of the United States of America;
  - (2) A certificate of deposit or share certificate that meets the requirements of Texas Government Code section 2256.010.
  - (3) Direct obligations of the state or its agencies;
  - (4) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities; and
  - (5) State investment pools organized under the Interlocal Cooperation Act (V.T.C.A., Government Code chapter 791) that meets the requirements of V.T.C.A., Government Code 2256, and have been specifically approved by city council. The maximum average dollar-weighted maturity allowed for pooled investments, based on the stated maturity date for the portfolio, shall not exceed sixty (60) days.
- (b) No individual investment will be made for longer than a twelve-month period, except with prior approval of the city council.
- (c) The following are not authorized investments under this section:
  - (1) Obligations whose payment represent the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal;
  - (2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
  - (3) Collateralized mortgage obligations that have a final stated maturity date of greater than 10 years; and
  - (4) Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

**Sec. 1.05.037 Collateralization**

Investment Policy



- (a) The city will accept as collateral for its certificates of deposit and other evidence of deposit the following securities:
  - (1) FDIC;
  - (2) U.S. Treasury Bills;
  - (3) Other obligations of the U.S. or its agencies and instrumentalities; and
  - (4) Bonds issued by other state government entities (city, county, school, and special districts) with a remaining maturity of twenty (20) years or less.
  
- (b) Securities pledged as collateral must be retained in a third party bank in the state and city shall be provided the original safekeeping receipt on each pledged security. The investment officer must approve release of collateral in writing prior to its removal from the safekeeping account. The financial institution(s) with which the city invests and/or maintains other deposits shall provide quarterly, and as requested by the city, a listing of the collateral pledged to the city marked to current market prices. The listing shall include at a minimum, total pledged securities itemized by
  - (1) Name, type and description of the securities pledged;
  - (2) Safekeeping receipt;
  - (3) Par value;
  - (4) Current market value; and
  - (5) Maturity date.
  
- (c) In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of all uninsured collected balances, plus accrued interest, if any.

**Sec. 1.05.038 Investment Officer**

- (a) The city shall appoint an investment officer from time to time, by separate ordinance or resolution, who shall be responsible for the investment of the city's funds consistent with this investment policy. The authority granted to the investment officer is effective until rescinded by the city, until the expiration of the officer's term of office, or the termination of the person's employment by the city, or if an investment management firm, until expiration of the contract with the city. The investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs; however, the city council retains ultimate responsibility as fiduciaries of the assets of the city. Unless authorized by law, a

person may not deposit, withdraw, transfer, or manage in any other manner the funds of the city.

- (b) An investment officer of the city who has a personal business relationship with a business organization offering to engage in an investment transaction with the city shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree of affinity or consanguinity, as determined under chapter 573 [V.T.C.A. Government Code], to an individual seeking to sell an investment to the city shall file a statement disclosing that relationship. In addition, a statement required under this section must be filed with the state ethics commission and the governing body of the city. For purposes of this section, an investment officer has a personal business relationship with a business organization if:
- (1) The investment officer owns 10% or more of the voting stock or shares of the business organization or owns \$5,000.00 or more of the fair market value of the business organization;
  - (2) Funds received by the investment officer from the business organization exceed 10% of the investment officer's gross income for the previous year; or
  - (3) The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500.00 or more for the personal account of the investment officer.

#### **Sec. 1.05.039 Investment Officer Training**

- (a) The investment officer shall receive at least the minimum amount of training required under the PFIA.
- (b) The investment officer shall attend an investment training session not less than once in a two-year period that begins on the first day of the city's fiscal year and consists of two consecutive fiscal years after that date, and receive not less than 10 hours of instruction relating to investment responsibilities under the Public Funds Investment Act.

#### **Sec. 1.05.040 Annual Review of Policy**

The city council shall review its investment policy and investment strategies not less than annually. The city council shall adopt an ordinance stating that it has reviewed the investment policy and investment strategies and that the ordinance so adopted shall record any changes made to either the investment policy or investment strategies.

#### **Sec. 1.05.041 Compliance Audit**

The city in conjunction with its annual audit shall perform a compliance audit of management controls on investments and adherence to the entity's established investment policies.

#### **Sec. 1.05.042 Requirements Prior to Any Transactions** Investment Policy

A written copy of the investment policy shall be presented to any person offering to engage in an investment transaction with the city or to an investment management firm under contract with the city to invest or manage the entity's investment portfolio. For this section, a business organization includes investment pools and an investment management firm under contract with the city to invest or manage the entity's investment portfolio. Nothing in this subsection relieves the city of the responsibility for monitoring the investments made by the city to determine that they are in compliance with this policy. The qualified representative of the business organization offering to engage in an investment transaction with the city shall execute a written instrument that is approved by the City of Woodcreek.

The investment officer of the city may not acquire or otherwise obtain any authorized investment described in the investment policy of the city from a person who has not delivered to the city an executed form approved by the City of Woodcreek authorized representative. The City Secretary shall keep a list of approved depositories, which list shall be updated from time to time.

Approved this the 11<sup>th</sup> day of October, 2017.

Signed:

---

Brenton B. Lewis, City Manager

Signed:

---

Eric Eskelund, Mayor

Council Meeting Date: 10/11/2017

## **AGENDA ITEM COVER SHEET**

### **Subject/Title:**

9. B. Consider and Take Appropriate Action on Current Franchise Agreement with Waste Connections

### **Item Summary:**

This agenda item is to consider extending the franchise agreement the current waste collection provider Waste Connections (WC). The current franchise agreement will expire on April 1, 2018. At the Regular City Council meeting of August 9, 2017, the Council tasked the Council Responsibility Committee to meet with representatives of WC to negotiate the extension of the franchise agreement. The Committee met and negotiated with Jim Hare of WC. The new Exclusive Franchise Agreement for Collection, Hauling, and Disposal of Municipal Solid Waste, Recyclable Material and Construction and Demolition Waste with the following summary of the changes that have been made or added:

- New contract start date of January 1, 2018 and end date of December 31, 2022. The renewal terms have remained the same.
- Added in Section 1. Defined Terms definition of Contract Year and Fuel Year
- Added in Section 4. Single Family Residential Unit Collections that we will collect up to eight (8) bags and/or one (1) cubic yard of bundles
- Added in Section 6. Special Collections – B. Annual Curbside Brush Cleanup and C. Annual Central Collection of Bulky Items
- Section 9. Rates and Fees - updated the rates to reflect both the current CPI and the increased services
- Section 10. Rate Adjustments – E. Fuel Cost Adjustment we adjusted the beginning year for a fuel cost adjustment, the “base price” for fuel to \$2.75 per gallon to reflect the current diesel fuel rates and we updated the example of the formula used to calculate any fuel cost adjustment.
- Section 15. Processing and Billing Fees A. - increased the initial franchise fee percentage for Residential Units to 11% effective January 1, 2018.
- Section 15. Processing and Billing Fees C. - increased the initial franchise fee percentage for Commercial Units to 11% effective January 1, 2018.
- Section 15. Processing and Billing Fees - added D. Franchise Fee Adjustment to address the annual 1% increase in franchise fees.

### **Financial Impact/Financial Information:**

Slight increase in monthly service cost to residents. Also, since the brushy item collection would be in the franchise agreement, then the line item for the annual program can be amended.

### **Comments/Recommendations:**

The City of Woodcreek has been using WC or its predecessors since 2007. City Hall has not received very many complaints, and if one is received the complaint has been addressed by WC in a very short time-period. If the City does not extend the franchise agreement then a request for proposals will be advertised to determine if a new provider should be contracted with or to stay with WC. Staff has provided a document showing current rates of cities similar to Woodcreek and proposal results that WC has participated in.

**Attachments:**

Proposed Franchise Agreement

Proposal Results Tabulation

Rate Comparisons Sheet

**Submitted By:**

Brenton B. Lewis, City Manager

**EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING AND DISPOSAL OF  
MUNICIPAL SOLID WASTE, RECYCLABLE MATERIALS, AND CONSTRUCTION AND  
DEMOLITION WASTE  
IN THE CITY OF WOODCREEK, TEXAS**

**January 1, 2018**

{00078417.DOCX.}1

**EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING AND DISPOSAL OF  
MUNICIPAL SOLID WASTE, RECYCLABLE MATERIALS, AND CONSTRUCTION AND  
DEMOLITION WASTE  
IN THE CITY OF WOODCREEK, TEXAS**

**STATE OF TEXAS**

**COUNTY OF HAYS**

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of January 1, 2018, by and between Progressive Waste Solutions of TX, Inc. d/b/a WC of Texas, a Texas corporation (the "Service Provider"), and the City of Woodcreek, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste, Recyclable Materials, and Construction and Demolition Waste (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

**SECTION I. DEFINED TERMS.**

The following terms, as used herein, will be defined as follows:

**Bag** - Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

**Bulky Item** - Any item not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches and other similar household items.

**Bundles** - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers and tree trimmings.

**Business Day** - Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

**Commercial Unit** - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste, Recyclable Materials, or Construction and Demolition Waste during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

**Construction and Demolition Waste** - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials, or Bulky Items.

**Container** - Any receptacle, including, but not limited to, dumpsters, Roll-Offs, and Roll-Outs, provided to the City by the Service Provider and utilized by a Commercial, Industrial or Residential Unit for collecting Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials. Containers are designed to hold between thirty (30) gallons and forty (40) cubic yards of Solid Waste.

**Contract Year** - Any one year period of time from January 1 to December 31 during the term of this Agreement.

**Fuel Year** - Any one year period of time from January 1 to December 31 during the term of this Agreement.

**Hazardous Waste** - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

**Handicapped Residential Unit** - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste at the curbside, and that generates and accumulates Municipal Solid Waste. The identities of the members of a Handicapped Residential Unit shall be certified by the City Manager and agreed to by the Service Provider.

**Holidays** - The following days:

- (1) New Year's Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th).

**Industrial Unit** - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste, Recyclable Materials, or Construction and Demolition Waste during, or as a result of, its operations.

**Landfill** - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality (TCEQ) within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

**Multi-Family Residential Unit** - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste.

**Municipal Solid Waste** - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Recyclable Materials, Construction and Demolition Waste, or Hazardous Waste.

**Recyclable Materials** - Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags, office paper, envelopes, cereal and soda drink boxes, corrugated cardboard, phone books or other paper; glass bottles and jars (excluding mirrors, windows, ceramics, light bulbs, dishes, cups, and other



glass products); metal cans composed of tin, steel or aluminum, metal lids from glass jars, empty aerosol cans (excluding scrap metal); and plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5, #6 and #7.

**Recycling Container** – A Container with at least sixty-five (65) gallons of capacity and provided by the Service Provider for the collection of Recyclable Materials.

**Residential Unit** - Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

**Roll-Off** - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

**Roll-Out** - A Container with ninety-five (95) gallons of capacity.

**Single-Family Residential Unit** - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

**Solid Waste** - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes recyclable materials.

**White Good** - Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

## **SECTION 2. EXCLUSIVE FRANCHISE GRANT.**

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste, Recyclable Materials, and Construction and Demolition Waste, the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste, Recyclable Materials, and Construction and Demolition Waste over, upon, along and across the City's present and future streets, alleys, bridges and public properties. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City shall take any and all appropriate legal action against any company, customer or third party infringing upon the exclusive rights of the Service Provider. In the event that the City fails to pursue appropriate legal action in order to remedy an infringement on the Service Provider's exclusive-franchise rights, the Service Provider may retain a subrogation right from the City against any and all violations of the exclusive-franchise grant described herein and shall be entitled to any and all actual and consequential damages.

## **SECTION 3. OPERATIONS.**

A. **Scope of Operations.** It is expressly understood and agreed that the Service Provider will collect, haul and dispose of all Municipal Solid Waste, Recyclable Materials, and Construction and Demolition Waste (as provided herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste, Recyclable Materials, and Construction and Demolition Waste, the title to all Municipal Solid Waste, Recyclable Materials, and Construction and Demolition Waste collected, hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

#### **SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.**

A. Single-Family Residential Units. The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Single-Family Residential Units once per week; provided, that (i) such Municipal Solid Waste and Recyclable Materials are placed in Roll-Outs and Recycling Containers, up to an aggregate of eight (8) Bags and/or one (1) cubic yard of Bundles (no larger than 4' x 4' x 2') placed beside the Roll-Outs, and (ii) such Roll-Outs, Recycling Containers, Bags and/or Bundles are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day.

B. Excess or Misplaced Municipal Solid Waste and Recyclable Materials. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste and Recyclable Materials placed inside the Roll-Outs, Recycling Containers, and Bags or properly bundled. Municipal Solid Waste and Recyclable Materials in excess of the Roll-Outs', Recycling Containers, or the eight (8) Bags' and/or Bundles' limits, or placed outside or adjacent to the Roll-Outs, Bags or Bundles, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion.

C. Handicapped Residential Units. Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Roll-Outs, Recycling Containers, Bags and/or Bundles; provided, that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need. The City shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.

#### **SECTION 5. COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.**

The Service Provider will collect Municipal Solid Waste from Commercial, Industrial and Multi-Family Residential Units once or twice per week, as provided for in Section 9.B. hereof. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. hereof. The parties acknowledge and agree that the Service Provider shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services herein contracted and that the Commercial, Industrial or Multi-Family Residential Unit assumes all liabilities for damage to pavement or road surface.

## **SECTION 6. SPECIAL COLLECTIONS AND SERVICES.**

A. **City Hall Collections.** The Service Provider will provide, at no cost to the City, four (4) Roll-Outs to collect Municipal Solid Waste at City Hall once per week.

B. **Annual Curbside Brush Cleanup.** The Service Provider will provide an annual curbside brush collection service for individual residents of the City. Specifically, the Service Provider will provide one (1) brush grappling truck and up to three (3) 30-yd Roll-Offs to collect the larger size and volumes of loose brush. The brush collection event is for the residents of the City only and will be scheduled on a date and a time in January as mutually agreed upon between the City and the Service Provider. The City shall provide not less than two (2) weeks advance notice to the Service Provider of the date it wishes to schedule the curbside brush collection services. Each scheduled brush event will be for a one (1) day period on Saturday from 8:00 a.m. to 1:00 p.m. Residents must contact the City to place their address on the collection schedule no later than the preceding Thursday, and the City must provide the Service Provider with the list of the addresses to be collected no later than by 3:00 p.m. on the Friday prior to the scheduled collection event. The Service Provider will collect up to five (5) cubic yards of brush from each Single-Family Residential Unit on the brush collection list. The Service Provider will be responsible for collecting only the brush from the addresses that are on the list provided by the City prior to the scheduled collection day. Residents must place their brush at curbside no later than 8:00 a.m. on the scheduled collection day. The Service Provider reserves the right to charge for excessive volumes (greater than five (5) cubic yards) collected from a single Residential Unit or for a return trip to collect brush that was not set out as detailed above and has been requested by the City to return with the understanding of the additional trip charge.

C. **Annual Central Collection of Bulky Items.** The Service Provider will provide the City with an annual Bulky Item clean-up event with up to two (2) rear load compaction trucks and personnel at a central location designated by the City to collect Bulky Items at no additional charge to the City. The clean-up event will be for the residents of the City who have proof of residency within the City. The clean-up event will be scheduled on a Saturday from 8:00 a.m. to 1:00 p.m. The City and the Service Provider will mutually agree upon the date for the Bulky Item clean-up event. The Service Provider will collect up to five (5) cubic yards of Bulky Items from each Single-Family Residential Unit.

This special collection shall be limited to the following Bulky Items:

Stoves, refrigerators, freezers, air conditioners, or any item containing CFCs that are removed by a licensed technician to certify Freon removal, white goods (i.e. hot water heaters, washer and dryer machines, bath tubs, sinks), and furniture.

This special curbside collection will not include the following items:

Items comprised of Construction and Demolition Waste or any waste resulting from remodeling, general property clean-up or clearing of the property for the preparation of construction (i.e. cartons, rocks, dirt, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products), or hazardous waste.

## **SECTION 7. BULKY ITEMS.**

It is understood and agreed that the service provided under Section 4.A. does not include the collection of Bulky Items, Construction and Demolition Waste, White Goods or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items.

**SECTION 8. TITLE TO EQUIPMENT.**

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

**SECTION 9. RATES AND FEES.**

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. **Single-Family Residential Unit Services.** For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge a total of \$13.75 per month for each Single-Family Residential Unit for Municipal Solid Waste collection service and \$3.70 per month for each Single-Family Residential Unit for Recyclable Materials collection services. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer.

For the Services provided to Single-Family Residential Units under Section 4.A. hereof, additional Roll-Outs and/or Recycling Containers will be available and will be provided, and the Service Provider shall charge for each Roll-Out and/or Recycling Container utilized as follows:

- 95-Gallon Municipal Solid Waste Roll-Out      \$6.33 per month per Roll-Out
- 65-Gallon Recycling Container                      \$3.17 per month per Recycling Container

B. **Commercial, Industrial and Multi-Family Residential Unit Services.** For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge per month for each Container utilized the following rates:

| CONTAINER SIZE                  | 1 collection per week | 2 collections per week | 3 collections per week |
|---------------------------------|-----------------------|------------------------|------------------------|
| 4 cubic yard                    | \$75.59               | \$123.54               | \$184.54               |
| Additional 4 cubic yard (each)  | \$61.24               | \$100.32               | \$149.95               |
| 6 cubic yard                    | \$128.23              | \$257.51               | \$385.75               |
| Additional 6 cubic yards (each) | \$103.49              | \$209.09               | \$306.24               |
| 8 cubic yard                    | \$150.00              | \$350.00               | \$500.00               |
| Additional cubic yards (each)   | \$121.50              | \$283.50               | \$405.00               |

For any collection that the Service Provider is required to make in excess of the above weekly figures, the Service Provider shall charge the following rates per additional collection per Container:

| Size of Container | Each Extra Collection |
|-------------------|-----------------------|
| 4 Cubic Yards     | \$ 78.19              |
| 6 Cubic Yards     | \$ 99.05              |
| 8 Cubic Yards     | \$115.00              |

For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge for each Container retained but that is not being Serviced at the request of the Commercial, Industrial and Multi-Family Residential Units, the following rental rate:

| Size of Container | Rental Rate per month |
|-------------------|-----------------------|
| 4 Cubic Yards     | \$31.28               |
| 6 Cubic Yards     | \$42.24               |
| 8 Cubic Yards     | \$55.00               |

C. Roll-Off Services. The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Units on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 9.C. must be located within the City in accordance with City ordinances and policies. Notwithstanding anything to the contrary contained herein, the Residential and Commercial Franchise Fee (as defined below) shall not apply to the services set forth in this Section 9.C.

#### **SECTION 10. RATE ADJUSTMENT.**

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Section 9 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 10.A. The amount of the increase or decrease under this Section 10.A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

B. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 10.A., at any time during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the City.

C. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill of its choosing,

and (ii) shall have the right, upon giving prior notice to the City, to increase the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Service Provider at such other Landfill exceed those previously charged to the Service Provider at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Service Provider in connection with transporting the Municipal Solid Waste and Construction and Demolition Waste to such other Landfill exceed those that would have been incurred by the Service Provider if such Municipal Solid Waste and Construction and Demolition Waste was transported to the Initial Landfill(s).

D. **Governmental Fees.** The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

E. **Fuel Cost Adjustment.** Beginning on January 1, 2019, and on each January 1 of this Agreement thereafter, the Service Provider shall adjust all the rates herein for any Contract Year in which the average price of diesel fuel during the preceding Fuel Year exceeded \$2.75 per gallon (the "Base Price"). The average price of diesel fuel will be determined by reference to the U.S. Energy Administration / Department of Energy published price for diesel fuel — gulf coast region. The following website (or any successor website) will be the source for such information: [http://tonto.eia.doe.gov/oog/info/wohdp/diesel\\_detail\\_report\\_combined.asp](http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp)

The average price of diesel fuel for each Fuel Year (each, an "Average Yearly Price") shall be the average of the weekly fuel prices published for each week during such Fuel Year.

The fuel cost adjustment for any Contract Year (each, a "Fuel Cost Adjustment") shall be the product of (i) 13.20% and (ii) a fraction the numerator of which is equal to the difference between the Base Price and the Average Yearly Price and the denominator of which is the Base Price. In the event the Average Yearly Price is greater than the Base Price, the Fuel Cost Adjustment for the following Contract Year shall be an upward adjustment to all rates herein. In the event the Average Yearly Price is less than the Base Price, there will be no Fuel Cost Adjustment for the following Contract Year. Each Fuel Cost Adjustment shall be effective during the Contract Year immediately following the Fuel Year for which such Fuel Cost Adjustment was determined. Notwithstanding anything to the contrary contained herein, the Residential and Commercial Franchise Fee shall not apply to the Fuel Cost Adjustment.

Formula:

$[(\text{Average Yearly Price} - \text{Base Price}) / \text{Base Price}] \times 13.20\% = \text{Fuel Cost Adjustment}$

Example:

*Assumptions:*

*The Average Yearly Price for the Fuel Year ending on December 31, 2017 was \$3.00.*

*The rate charged to each Single-Family Residential Unit for the Contract Year ending on December 31, 2017 was \$16.43 per month.*

$(3.00 - 2.75) / 2.75 = 0.0909 \times 13.20\% = 1.2\%$  increase to all the rates contained in Section 9 hereof for the Contract Year beginning on January 1, 2018.

$\$16.43 \times 1.2\% = \$0.20$  increase to the monthly Single-Family Residential Unit rate.

*The rate charged to each Single-Family Residential Unit for the Contract Year beginning on January 1, 2018 would be \$16.63.*

**SECTION 11. EXCLUSIONS.**

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts or used tires from any Container provided by the Service Provider located at any Commercial, Industrial or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts or used tires by utilizing the Service Provider's Roll-Off Services.

**SECTION 12. TERM OF AGREEMENT.**

The term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2018 and concluding on December 31, 2022. At the expiration of the term of this Agreement, the Agreement will be extended for successive periods of five (5) years; provided, that neither party provides the other party with written notice of intent to terminate this Agreement at least 180 days prior to the expiration date of this Agreement or 180 days prior to any of the then applicable individual five-year extension periods. If either party provides such notice, this Agreement will cease to be renewed and will terminate at the end of either this five (5) year Agreement, or at the end of the subsequent five (5) year extension period, as applicable.

**SECTION 13. ASSIGNMENT.**

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

**SECTION 14. ENFORCEMENT.**

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Industrial and Residential Units for the purposes of rendering the Services contemplated hereby.

**SECTION 15. PROCESSING, BILLING AND FEES.**

A. Quarterly Statement. On a quarterly basis, the Service Provider agrees to bill and collect the rates and fees charged under Section 9.A. hereto from all Single-Family Residential Units possessing active water meters within the City's corporate limits, as well as from all other Single-Family Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste and Recyclable Materials within the City's corporate limits (the "Quarterly Statement"), on or around the 1st day of the first month of the calendar quarter for which such Services are to be provided, commencing on January 1, 2018. Thereafter, the Service Provider will remit to the City an amount equal to eleven percent (11%) of the gross receipts

collected from the Quarterly Statement (the "Residential Franchise Fee"). Such remittance shall be made to the City on or before the last day of the first month in each calendar quarter, commencing on April 30, 2018. The beginning date for each calendar quarter used in this Agreement shall be January 1, April 1, July 1, and October 1.

B. Taxes. In addition to the amounts billed and collected by the Service Provider under Section 15, the Service Provider shall also be responsible for billing, collecting and remitting/paying any and all sales, use and service taxes assessed or payable in connection with the Services.

C. Billings for Commercial Services. On a monthly basis, the Service Provider agrees to bill and collect the rates and fees charged under Section 9.B. hereto from all Commercial, Industrial and Multi-Family Residential Units possessing active water meters within the City's corporate limits, as well as from all other Commercial, Industrial and Multi-Family Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits (the "Commercial Billing"). Thereafter, on a quarterly basis, the Service Provider will remit to the City a franchise fee equal to eleven percent (11%) of the gross receipts collected from the Commercial Billings during such calendar quarter (the "Commercial Franchise Fee"). Such remittance shall be made to the City on or before the last day of the first month of each calendar quarter (for the gross receipts collected from the Commercial Billings during the immediately preceding calendar quarter) commencing on April 30, 2018.

D. Franchise Fee Adjustments. On each anniversary date of this Agreement, the Residential Franchise Fee and the Commercial Franchise Fee shall increase one percent (1%) from the prior year's Franchise Fee percentage.

E. Billings for Roll-Off Services. Notwithstanding the above, the Service Provider will bill and collect all Residential, Commercial and Industrial Units for services performed with respect to Roll-Off Containers.

#### **SECTION 16. SPILLAGE.**

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Recyclable Materials, or Construction and Demolition Waste not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste, Recyclable Materials, or Construction and Demolition Waste placed outside of the Containers by any Commercial, Industrial or Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste, Recyclable Materials, or Construction and Demolition Waste. Should excess Municipal Solid Waste, Recyclable Materials, or Construction and Demolition Waste continue to be placed outside of the Containers, the City shall require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste, Recyclable Materials, or Construction and Demolition Waste, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste, Recyclable Materials, or Construction and Demolition Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. hereof, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

#### **SECTION 17. NON-COLLECTION NOTICE AND FOLLOW-UP.**

Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in



Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste, Recyclable Materials, or Construction and Demolition Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste, Recyclable Materials, or Construction and Demolition Waste and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, Recyclable Materials, or Construction and Demolition Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste, Recyclable Materials, or Construction and Demolition Waste may be collected.

Notice from a Commercial, Industrial or Residential Unit. When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste, Recyclable Materials, or Construction and Demolition Waste has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste, Recyclable Materials, or Construction and Demolition Waste from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste, Recyclable Materials, or Construction and Demolition Waste on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

#### **SECTION 18. HOURS OF SERVICE.**

For all the Services provided hereunder, the Service Provider's hours of service shall be between 6:30 a.m. to 6:30 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the immediately following Business Day.

#### **SECTION 19. CUSTOMER SERVICE.**

The Service Provider agrees to field all inquiries and complaints from Commercial, Industrial and Residential Units relating to the collection, hauling and disposal of Municipal Solid Waste, Recyclable Materials, and Construction and Demolition Waste. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

#### **SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.**

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste, Recyclable Materials, and Construction and Demolition Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health

regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 20.

**SECTION 21. VEHICLES AND EQUIPMENT.**

Vehicles used by the Service Provider for the collection, hauling and disposal of Municipal Solid Waste, Recyclable Materials, and Construction and Demolition Waste shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste, Recyclable Materials, and Construction and Demolition Waste onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

**SECTION 22. DUE CARE.**

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

**SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.**

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

**SECTION 24. INSURANCE COVERAGE.**

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

| <u>Coverage</u>                  | <u>Limits of Liability</u>                                                                                                               |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| (1) Worker's Compensation        | Statutory                                                                                                                                |
| (2) Employer's Liability         | \$500,000                                                                                                                                |
| (3) Commercial General Liability | \$1,000,000 per occurrence,<br>\$2,000,000 in the aggregate,<br>combined single limit for Bodily Injury and<br>Property Damage Liability |
| (4) Automobile Liability         | \$2,000,000 per occurrence combined single limit<br>for Bodily Injury and Property Damage Liability                                      |
| (5) Pollution Legal Liability    | \$2,000,000 each loss                                                                                                                    |
| (6) Excess or Umbrella           | \$5,000,000 per occurrence                                                                                                               |

To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent

corporation. Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 24.

**SECTION 25. INDEMNITY.**

To the extent covered by applicable insurance, the Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

**SECTION 26. SAVINGS PROVISION.**

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

**SECTION 27. TERMINATION.**

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

**SECTION 28. FORCE MAJEURE.**

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

**SECTION 29. GOVERNING LAW.**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree

that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

**SECTION 30. NOTICES.**

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

**If to the City:**

City of Woodcreek  
41 Champions Circle  
Woodcreek, TX 78676-3327  
Attn: \_\_\_\_\_

**If to the Service Provider:**

Progressive Waste Solutions of TX, Inc.  
2010 IH-10 W.  
P.O. Box 69  
Seguin, TX 78155  
Attn: District Manager

**With a Copy to:**

Waste Connections, Inc.  
3 Waterway Square Place, Suite 110  
The Woodlands, TX 77380  
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

**SECTION 31. ATTORNEYS' FEES.**

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

**SECTION 32. ACCEPTANCE.**

PASSED AND APPROVED BY THE CITY OF WOODCREEK COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

PROGRESSIVE WASTE SOLUTIONS OF TX,  
INC. D/B/A WC OF TEXAS

CITY OF WOODCREEK, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## City of Woodcreek - Waste Connections of Texas Current Municipal Pricing Matrix

07/19/2017



WASTE CONNECTIONS OF TEXAS, INC.  
CURRENT MUNICIPAL PRICING MATRIX

### Residential Rates:

| Municipality     | Contractor        | # Homes      | Trash Rate    | Recycle Rate | Current Rate      | Level of Service                                 |
|------------------|-------------------|--------------|---------------|--------------|-------------------|--------------------------------------------------|
| Fair Oaks Ranch  | Republic Services | 2,100 homes  | \$23.66       | \$3.34       | \$27.00 per month | 1 x wk. trash & 1 x wk. recycle (18 gallon bin)  |
| Buda             | TDS               | 5,180 homes  | Rates are all | combined     | \$25.00 per month | 1 x wk trash & EOW recycle                       |
| Hollywood Park   | Republic Services | 1,200 homes  | \$21.08       | \$3.71       | \$24.79 per month | 1 x wk. trash & 1 x wk. recycle (18 gallon bin)  |
| Garden Ridge     | Republic Services | 1,075 homes  | Rates are all | combined     | \$24.56 per month | 2 x wk. trash & 1 x wk. recycle (18 gallon bin)  |
| San Marcos       | TDS               | 18,249 homes | Rates are all | combined     | \$23.61 per month | 1 x wk. trash; 1 x wk. recycle & 1 x wk compost  |
| Wimberley        | TDS               | 1,110 homes  | Rates are all | combined     | \$22.84 per month | 1 x wk trash & EOW recycle                       |
| Shavano Park     | Republic Services | 676 homes    | Rates are all | combined     | \$21.87 per month | 2 x wk. trash 7 1 x wk. recycle (18 gallon bin)  |
| Kyle             | TDS               | 13,655 homes | Rates are all | combined     | \$20.76 per month |                                                  |
| Converse         | Waste Mgmt.       | 6,822 homes  | Rates are all | combined     | \$20.47 per month | 1 x wk. trash & 1 x wk. recy.                    |
| Universal City   | Waste Mgmt.       | 7,575 homes  | \$20.24       | NA           | \$20.24 per month | 2 x wk. trash                                    |
| St. Hedwig       | MDS Service       | 653 homes    | \$19.40       | NA           | \$19.40 per month | 1 x wk. trash                                    |
| Bulverde         | Waste Connections | 1,414 homes  | \$14.18       | \$5.05       | \$19.23 per month | 1 x wk. trash & EOW recycle                      |
| Divine           | Alamo One         | 1,443 homes  | \$18.75       | NA           | \$18.75 per month | 1 x wk. trash                                    |
| Karnes City      | Waste Connections | 1,288 homes  | \$18.75       | NA           | \$18.75 per month | 1 x wk. trash                                    |
| Nordheim         | Waste Connections | 173 homes    | \$18.56       | NA           | \$18.56 per month | 1 x wk. trash                                    |
| Burnet           | Clawson Disposal  | 1,875 homes  | \$14.50       | \$3.47       | \$17.97 per month | 1 x wk. trash & EOW recycle                      |
| La Vernia        | Waste Connections | 313 homes    | \$14.50       | \$3.02       | \$17.52 per month | 1 x wk. trash & EOW recycle                      |
| Balcones Heights | C-6 Disposal      | 1,473 homes  | Rates are all | combined     | \$17.18 per month | 2 x wk trash & 1 x wk. recycle                   |
| Yorktown         | TDS               | 871 homes    | \$17.15       | NA           | \$17.15 per month | 1 x wk. trash                                    |
| Castroville      | Waste Mgmt.       | 1,025 homes  | Rates are all | combined     | \$16.97 per month | 1 x wk. trash & 1 x wk. recycle (18 gallon bin)  |
| Johnson City     | Waste Connections | 627 homes    | \$12.39       | \$4.04       | \$16.43 per month | 1 x wk trash & EOW recycle                       |
| Woodcreek        | Waste Connections | 590 homes    | \$12.80       | \$3.63       | \$16.43 per month | 1 x wk. trash & EOW recycle                      |
| Runge            | Waste Connections | 427 homes    | \$16.20       | NA           | \$16.20 per month | 1 x wk. trash                                    |
| Gonzales         | TDS               | 2,503 homes  | Rates are all | combined     | \$16.16 per month | 1 x wk. trash & EOW recycle                      |
| Kenedy           | Waste Connections | 1,312 homes  | \$16.03       | NA           | \$16.03 per month | 2 x wk. trash                                    |
| Poeh             | Waste Connections | 727 homes    | \$15.45       | NA           | \$15.45 per month | 1 x wk. trash                                    |
| Seguin           | Waste Connections | 8,666 homes  | \$12.03       | \$3.04       | \$15.07 per month | 1 x wk. trash & 1 x wk. recycle                  |
| Cibola           | Republic Services | 3,735 homes  | \$12.69       | \$2.32       | \$15.01 per month | 1 x wk. trash & 1 x wk. recycle (18 gallon bin)  |
| Leon Valley      | Waste Mgmt.       | 3,000 homes  | Rates are all | combined     | \$14.16 per month | 2 x wk. trash & 1 x wk. recycle (18 gallon bin)  |
| Schertz          | Republic Services | 11,350 homes | \$12.05       | \$1.99       | \$14.04 per month | 1 x wk. trash & 1 x wk recycle (18 gallon bin)   |
| Floresville      | Republic Services | 1,861 homes  | \$14.00       | NA           | \$14.00 per month | 1 x wk. trash                                    |
| Boerne           | Waste Mgmt.       | 5,329 homes  | Rates are all | combined     | \$13.86 per month | 1 x wk. trash & 1 x wk recycle (18 gallon bin)   |
| Live Oak         | Waste Mgmt.       | 3,429 homes  | Rates are all | combined     | \$13.86 per month | 2 x wk. trash & 1 x wk. recycle ( 18 gallon bin) |
| Nixon            | Waste Connections | 776 homes    | \$13.80       | NA           | \$13.80 per month | 1 x wk. trash                                    |
| Stockdale        | Waste Connections | 612 homes    | \$13.74       | NA           | \$13.74 per month | 1 x wk. trash                                    |
| Horseshoe Bay    | Republic Services | 2,795 homes  | \$13.60       | NA           | \$13.60 per month | 1 x wk trash                                     |
| Luling           | Waste Connections | 1,716 homes  | \$13.58       | NA           | \$13.58 per month | 1 x wk. trash                                    |
| Kirby            | Republic Services | 2,975 homes  | Rates are all | combined     | \$13.10 per month | 1 x wk. trash & 1 x wk. recycle (18 gallon bin)  |
| Llano            | Waste Connections | 1,349 homes  | \$12.95       | NA           | \$12.95 per month | 1 x wk trash                                     |
| Blanco           | Waste Connections | 644 homes    | \$10.63       | NA           | \$10.63 per month | 1 x wk trash                                     |

\* 2013 rates

\* 2013 rates

### Note:

There are 39 cities listed in the pricing matrix. Woodcreek rates are lower than 21 of the cities listed. There are 16 cities with lower rates, but 9 of these do not include recycling services. 6 of the cities with lower rates and recycling only provide the 18 gallon bins for recycling.

Waste Connections represents 15 of the cities and the average Waste Connections rate is \$15.63 per month

Republic Services represents 9 of the cities and the average Republic Services rate is \$18.66 per month

TDS represents 6 of the cities and the average TDS rate is \$20.92 per month

Waste Management represents 6 of the cities and the average Waste Management rate is \$16.59 per month

**Municipal Bid Result Matrix - Waste Connections of Texas**

**19-Jul-17**

| City                 | Year | Initial Service Provider   | Trash | Recycle | Rate at time of Bid | New Rate | Increase/Decrease | % Increase/Decrease | Service Provider Contract Awarded | PWS Rate Proposed |
|----------------------|------|----------------------------|-------|---------|---------------------|----------|-------------------|---------------------|-----------------------------------|-------------------|
| Burnet               | 2016 | Waste Connections of Texas | Yes   | Yes     | \$18.23             | \$17.97  | (\$0.26)          | -1.42%              | Clawson Disposal                  | \$16.55           |
| Horseshoe Bay        | 2016 | Waste Connections of Texas | Yes   | No      | \$12.15             | \$13.40  | \$1.25            | 10.29%              | Republic Waste                    | \$14.00           |
| Converse             | 2015 | Waste Management           | Yes   | Yes     | \$20.12             | \$16.40  | (\$3.72)          | -18.48%             | Waste Management                  | \$18.60           |
| Gonzales             | 2014 | Republic Waste             | Yes   | Yes     | \$13.12             | \$15.69* | \$2.57            | 19.59%              | TDS                               | \$15.80           |
| Wimberley            | 2013 | TDS                        | Yes   | Yes     | \$23.17             | \$22.75  | (\$0.42)          | -1.80%              | TDS                               | \$21.90           |
| Nixon                | 2013 | Republic Waste             | Yes   | No      | \$12.37             | \$13.37  | \$1.00            | 8.08%               | Waste Connections of Texas        | \$13.37           |
| Stockdale            | 2013 | Waste Connections of Texas | Yes   | No      | \$14.38             | \$13.88  | (\$0.50)          | -3.48%              | Waste Connections of Texas        | \$13.88           |
| Nordheim             | 2012 | Republic Waste             | Yes   | No      | \$14.75             | \$18.00  | \$3.25            | 22.03%              | Waste Connections of Texas        | \$18.00           |
| Georgetown           | 2012 | TDS                        | Yes   | Yes     | \$12.25             | \$13.61  | \$1.36            | 11.10%              | TDS                               | \$14.19           |
| Horseshoe Bay        | 2012 | Republic Waste             | Yes   | No      | \$12.52             | \$11.75  | (\$0.77)          | -6.15%              | Waste Connections of Texas        | \$11.75           |
| Wells Branch MUD     | 2011 | Waste Connections of Texas | Yes   | Yes     | \$13.75             | \$13.97  | \$0.22            | 1.60%               | Waste Connections of Texas        | \$13.97           |
| Llano                | 2011 | Waste Connections of Texas | Yes   | No      | \$12.00             | \$11.75  | (\$0.25)          | -2.08%              | Waste Connections of Texas        | \$11.75           |
| Travis County MUD 14 | 2011 | Waste Connections of Texas | Yes   | No      | \$11.75             | \$14.63  | \$2.88            | 24.51%              | Waste Connections of Texas        | \$14.63           |
| Cedar Park           | 2010 | Red River Services         | Yes   | Yes     | \$12.98             | \$13.86  | \$0.88            | 6.78%               | Central Texas Refuse              | \$14.27           |
| Cibolo               | 2010 | Bexar Waste                | Yes   | No      | \$13.81             | \$13.81  | \$0.00            | 0%                  | Bexar Waste                       | \$14.44           |
| Pflugerville         | 2009 | Waste Connections of Texas | Yes   | Yes     | \$12.95             | \$14.47  | \$1.52            | 11.74%              | Waste Connections of Texas        | \$14.47           |
| La Vernia            | 2009 | Waste Connections of Texas | Yes   | No      | \$8.34              | \$10.45  | \$2.11            | 25.18%              | Waste Connections of Texas        | \$10.45           |
| Thrall               | 2009 | TDS                        | Yes   | No      | \$12.84             | \$12.65  | (\$0.19)          | -1.48%              | Clawson Disposal                  | \$13.05           |
| San Leanna           | 2009 | Waste Connections of Texas | Yes   | Yes     | \$12.61             | \$16.60  | \$3.99            | 31.64%              | Waste Connections of Texas        | \$16.60           |
| Poth                 | 2008 | Waste Management           | Yes   | No      | \$8.13              | \$13.75  | \$5.62            | 69.13%              | Waste Connections of Texas        | \$13.75           |
| Karnes City          | 2008 | Waste Management           | Yes   | No      | \$13.98             | \$15.60  | \$1.62            | 11.59%              | Waste Connections of Texas        | \$15.60           |
| Meadowlakes          | 2008 | Republic Waste             | Yes   | Yes     | \$14.86             | \$15.95  | \$0.91            | 6.12%               | Republic Waste                    | \$16.74           |
| <b>Averages</b>      |      |                            |       |         | \$13.68             | \$14.70  | \$1.05            | 10.20%              |                                   | \$14.90           |

(7) bids (31.8%) resulted in lower rates - the average rate reduction was 4.727% or \$0.87/home/month

(15) bids (68.2%) resulted in higher rates - the average rate increase was 17.29% or \$1.95/home/month

Waste Connections of Texas awarded 9 contracts - TDS awarded 3 contracts - Republic Services awarded 5 contracts - Waste Mgmt. awarded 3 contracts - Bexar Waste awarded 1 contract

**Notes:**

Burnet - \* Commercial costs were \$3,292/month less with Clawson Disposal

Converse - \* service decreased from 2 x week to 1 x week trash with 95 gallon carts & 1 x week recycle

Gonzales - \* bid \$16.69/negotiated to \$15.69 - residential bid amount was \$24,465/year higher; commercial bid amount was \$ 85,614/year higher for TDS

Wimberley - \* commercial rates were significantly lower with TDS



RECEIVED  
OCT 02 2017  
CITY OF WOODCREEK

September 29, 2017

Mr. Brenton B. Lewis  
City Manager  
City of Woodcreek  
41 Champions Circle  
Woodcreek, TX 78676

Dear Mr. Lewis,

Camp Young Judaea is ordering a survey to combine our tracts of land in the City of Woodcreek (excluding platted lots along Doolittle). We will have copies of the survey to your office prior to December 8<sup>th</sup>. We appreciate City Council moving forward with our site permits based upon this information.

Thank you very much.

Yours Truly,

Frank H. Silberlicht



10/3/2017

Camp Young Judaea Texas Mail - Fireworks request



Silberlicht, Frank <frank@cyjtxas.org>

RECEIVED

Fireworks request

OCT 06 2017

1 message

Silberlicht, Frank <frank@cyjtxas.org>

CITY OF WOODCREEK

Tue, Oct 3, 2017 at 12:47 PM

To: "Brenton B. Lewis" <manager@woodcreektx.gov>

Dear Brenton,

CYJ would like to request fireworks permits to have a short fireworks show of 10 minutes on the following dates just after dark:

- Saturday, November 11, 2017 - Bat Mitzvah
- Saturday, March 3, 2018 - Bar Mitzvah
- Saturday, May 26, 2018 - Bar Mitzvah
- Wednesday, July 4, 2018 - Independence Day
- Sunday, August 5, 2018 - Session 2 closes
- Saturday, October 20 - Bar Mitzvah

We will send a check for \$25 for each one for a total of \$150. Thank you very much for facilitating this.

Have a GREAT day,

Frank

Frank Silberlicht

Camp Director  
713.955.1767



OK  
TL

Snd check

6739

Camp Young Judaea, Inc.

5410 Bellaire Blvd, Suite 207  
Bellaire, TX 77401  
713-723-8354

Westbound Bank

5231 Bellaire Blvd • Bellaire, TX 77401-3001

88-2548/1130

10/3/17

PAY TO THE ORDER OF

City of Woodcreek

\$ 150.00

One hundred fifty & 00/100

DOLLAR



Frank Silberlicht

AUTHORIZED SIGNATURE

MEMO

firework permit

⑈006739⑈ ⑆13025480⑆ 004655⑈