

City of Woodcreek City Council Meeting
August 9, 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 August 9, 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 City Council meeting of July 12, 2017**
 - B. Approval of the Minutes of the Special City Council meeting of July 20, 2017**
 - C. Approval of the Minutes of the Special City Council meeting of Aug. 3, 2017**
 - D. Approval of Treasurer's Report for July 2017**
- 9. Regular Agenda**
 - A. Special Presentation of a Guidon to the City of Woodcreek**
 - B. Consider and Take Appropriate Action on an Ordinance Calling and Ordering the General Election to be held on November 7th, 2017 for the purpose of electing one mayor and two city council members for the City of Woodcreek, TX.**
 - C. Consider and Take Appropriate Action on Current Franchise Agreement with Waste Connections**
 - D. Discussion and Take Appropriate Action on the Issuance of Tax Notes for the Brookhollow Reconstruction Project**
 - E. Consider and Take Appropriate Action on an Ordinance Amending Section 151.07**

and 151.12 of the Woodcreek, Texas Code of Ordinances

- F. Consider Awarding the Bid for Tree Pruning in Various Locations, Bids Publicly Opened at 12 noon Local Time on August 7th, 2017

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 4th day of August, 2017 at 1:43 p.m.

By: 
Brenton B. Lewis, City Manager

Treasurer's Report

For the Period: October 2016 - July 2017

Percent Complete: 83.33%

	2016-2017			2015-2016			Y/Y Monthly Comparison		
	YTD	Budget	%	YTD	Budget	%	Jul 2017	Jul 2016	Difference
	2	4		3	2		2	3	
	YTD_Activity	'2016-17'!A:J		YTD_Activi	'2015-16'!A:J		MTD_Activ	MTD_Activity!A:J	
Revenue									
3000 Ad Valorem Tax Revenue	-	240,000	0%	211,044	214,500	98%	-	5,418	(5,418)
3000.01 Ad Valorem Tax	216,006	-	n/a	-	-	n/a	1,877	-	1,877
3000.02 Delinquent Ad Valorem Tax	11,862	-	n/a	-	-	n/a	-	-	-
3000 Ad Valorem Tax Revenue	227,868	240,000	95%	211,044	214,500	98%	1,877	5,418	(3,540)
3005 State Sales Tax Revenue	37,733	40,000	94%	34,447	43,000	80%	3,746	3,676	70
3010 Mixed Beverage Tax & Fees Rev	1,414	1,500	94%	1,322	1,330	99%	566	904	(338)
3020 Electric Franchise Fee Revenue	30,491	34,000	90%	28,568	30,000	95%	6,455	7,573	(1,118)
3030 Cable Services Franchise Rev	25,469	35,000	73%	30,202	31,220	97%	-	7,049	(7,049)
3040 Water Service Franchise Revenue	92,069	91,200	101%	87,738	87,750	100%	9,382	8,512	870
3050 Disposal Service Franchise Rev	10,649	14,000	76%	10,513	13,830	76%	-	-	-
3060 Telephone Franchise Revenue	977	1,500	65%	1,019	1,550	66%	-	-	-
3070 Golf Course Franchise Revenue	-	500	0%	-	500	0%	-	-	-
3080 Reimbursements	260	400	65%	10	-	n/a	290	-	290
3090 Development Revenue	-	-	n/a	13,747	14,000	98%	-	620	(620)
3090.01 Residential	11,020	7,800	141%	-	-	n/a	1,625	-	1,625
3090.02 Commercial	160	5,150	3%	-	-	n/a	160	-	160
3090.03 Other	2,288	1,050	218%	-	-	n/a	-	-	-
Total 3090 Development Revenue	13,468	14,000	96%	13,747	14,000	98%	1,785	620	1,165
3095 Sign Fees	1,065	300	355%	45	300	15%	300	45	255
4000 Interest Income	3,422	4,000	86%	3,573	4,000	89%	355	361	(6)
4010 Other Revenue	6,029	3,010	200%	357	1,050	34%	5,168	328	4,840
4015 Oak Wilt Containment	-	-	n/a	-	-	n/a	-	-	-
4020 Municipal Court Revenue	500	1,000	50%	140	150	93%	500	-	500
4040 Donations Received	5,000	5,000	100%	5,000	5,000	100%	-	5,000	(5,000)
4050 General Fund Transfer	-	-	n/a	-	-	n/a	-	-	-
Total Revenue	458,849	485,010	95%	427,726	448,180	95%	30,425	39,486	(9,061)
Expenditures									
5000 Personnel Services	-	-	n/a	-	-	n/a	-	-	-
5000.01 Salaries and Wages	108,512	135,060	80%	86,557	103,300	84%	11,368	10,647	722
5000.02 Ins Expense Reimbursement	1,000	1,200	83%	-	400	0%	100	-	100
5000.03 City Manager Vehicle Reimburse	6,958	8,350	83%	4,124	5,500	75%	696	556	140
5000.05 Elected Official Pay	700	840	83%	560	700	80%	70	70	-
5000.20 Payroll Tax Expense	8,265	11,590	71%	7,799	9,300	84%	932	893	39
5000.40 Retirement	3,467	5,100	68%	2,850	4,000	71%	352	324	28
5000.50 Direct Deposit Expense	-	130	0%	105	130	81%	-	11	(11)
5000.51 Health Insurance Stipend	-	-	n/a	125	-	n/a	-	100	(100)
Total 5000 Personnel Services	129,834	162,270	80%	102,119	123,330	83%	13,518	12,600	918
5500 Office Expenses	-	-	n/a	-	-	n/a	-	-	-
5500.05 Bank Fees & Charges	-	-	n/a	33	-	n/a	-	-	-
5500.10 City Hall Maintenance / Repairs	2,616	2,500	105%	2,196	20,000	11%	100	582	(482)
5500.20 Cleaning Costs	270	-	n/a	-	-	n/a	270	-	270
5500.30 IT & Radio Expenses	624	500	125%	5,425	7,000	78%	479	479	-
5500.40 Newsletter	-	-	n/a	-	750	0%	-	-	-
5500.50 Office Supplies	1,788	3,500	51%	3,622	3,800	95%	191	638	(447)
5500.60 Postage & Shipping	791	1,620	49%	1,255	2,000	63%	-	250	(250)
5500.61 Printing & Reproduction	3,755	4,000	94%	2,686	4,000	67%	62	193	(131)
5500.70 Storage Rental	797	1,250	64%	1,110	1,100	101%	103	-	103
5500.80 Software & Subscriptions	4,017	6,600	61%	-	-	n/a	198	-	198
Total 5500 Office Expenses	14,658	19,970	73%	16,328	38,650	42%	1,403	2,142	(739)
6000 Professional Services	-	-	n/a	-	-	n/a	-	-	-
6000.01 Audit Expense	10,905	9,000	121%	6,600	6,600	100%	-	-	-
6000.10 Codification	571	1,000	57%	767	1,200	64%	202	80	122
6000.11 Contract Labor	417	500	83%	6,403	7,500	85%	-	1,166	(1,166)
6000.15 Engineering	6,690	10,000	67%	1,850	1,850	100%	5,449	-	5,449
6000.20 Legal Expenses	14,400	25,000	58%	17,646	25,000	71%	-	2,866	(2,866)
6000.30 IT Services	7,540	-	n/a	-	-	n/a	129	-	129

	2016-2017			2015-2016			Y/Y Monthly Comparison		
	YTD	Budget	%	YTD	Budget	%	Jul 2017	Jul 2016	Difference
6000.40 Accounting	7,851	6,250	126%	-	-	n/a	650	-	650
Total 6000 Professional Services	53,862	61,750	87%	33,266	42,150	79%	6,430	4,112	2,319
6500 Area Care/Maintenance	-	-	n/a	-	-	n/a	-	-	-
6500.01 Deer Removal	525	2,500	21%	1,125	1,500	75%	300	225	75
6500.15 Mowing	1,945	5,500	35%	2,865	5,500	52%	-	1,140	(1,140)
6500.20 Oak Wilt Containment	-	1,000	0%	-	2,000	0%	-	-	-
6500.21 Outdoor Beautification	5,627	30,000	19%	11,262	12,000	94%	2,313	400	1,913
6500.25 ROW Tree Trimming	-	10,000	0%	935	1,500	62%	-	-	-
6500.30 Street Maintenance	43,057	43,100	100%	25,369	26,000	98%	-	22,294	(22,294)
6500.31 Street Signs	1,253	1,200	104%	602	1,000	60%	-	-	-
6500.35 Storm Damage Reserve	-	7,000	0%	-	-	n/a	-	-	-
6500.40 Tree Limb Pick-Up	5,200	5,200	100%	9,675	8,900	109%	-	-	-
Total 6500 Area Care/Maintenance	57,607	105,500	55%	51,833	58,400	89%	2,613	24,059	(21,446)
7000 Other Operating Expenses	-	-	n/a	-	-	n/a	-	-	-
7000.01 Ad Valorem Tax Expense	1,409	2,000	70%	1,411	2,000	71%	-	-	-
7000.02 Building Inspections	7,725	5,500	140%	6,990	10,000	70%	970	645	325
7000.03 Code Compliance	-	1,500	0%	20	1,500	1%	-	20	(20)
7000.04 Dues & Membership	2,460	1,800	137%	1,541	1,700	91%	-	60	(60)
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	1,183	1,600	74%	1,508	1,800	84%	168	214	(46)
7000.20 Public Notices	891	1,500	59%	1,473	1,800	82%	99	264	(165)
7000.30 Travel & Vehicle Exp Reimb.	2,391	4,000	60%	326	750	43%	-	-	-
7000.40 Training & Prof Development	3,329	5,000	67%	1,769	2,000	88%	700	550	150
Total 7000 Other Operating Expenses	22,502	26,100	86%	17,629	24,150	73%	1,937	1,753	184
7500 Utilities	-	-	n/a	-	-	n/a	-	-	-
7500.10 City Hall Utilities	2,301	2,700	85%	2,224	2,600	86%	255	237	18
7500.20 Outdoor Utilities	2,992	3,600	83%	3,143	3,600	87%	315	370	(55)
7500.30 Telephone & Internet	2,713	3,000	90%	2,676	3,000	89%	262	487	(226)
Total 7500 Utilities	8,006	9,300	86%	8,043	9,200	87%	832	1,095	(263)
7600 Insurance	2,908	2,910	100%	2,514	2,550	99%	-	-	-
8020 Municipal Court Costs	-	-	n/a	-	-	n/a	-	-	-
8020.20 MC Judge	3,000	3,500	86%	2,600	3,400	76%	250	-	250
8020.25 Misc. Court Costs	990	1,000	99%	735	750	98%	25	-	25
8020.30 Prosecutor	-	2,400	0%	-	-	n/a	-	-	-
8020.40 State Comptroller Costs	-	500	0%	106	-	n/a	-	-	-
8020.41 Supplies	77	200	39%	-	-	n/a	-	-	-
8020.60 Traffic Enforcements	21,255	28,000	76%	21,255	36,000	59%	7,085	-	7,085
Total 8020 Municipal Court Costs	25,322	35,600	71%	24,696	40,150	62%	7,360	-	7,360
9077 General Fund Accrual	-	-	n/a	-	-	n/a	-	-	-
Unapplied Cash Bill Payment Expenditure	-	-	n/a	-	-	n/a	-	-	-
Total Expenditures	314,699	413,400	76%	256,428	338,580	76%	34,093	45,761	(11,668)
Net Operating Revenue	144,150	71,610	201%	171,298	109,600	156%	(3,668)	(6,275)	2,607
Other Revenue									
4019 Proceeds from Capital Leases	-	-	n/a	-	-	n/a	-	-	-
8500 Capital Improvement Income	-	-	n/a	-	-	n/a	-	-	-
Other Expenditures									
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	7,640	12,610	61%	-	-	n/a	-	-	-
9800.1 Capital Project Expenditures - FY	-	-	n/a	-	-	n/a	-	-	-
9800.11 2017 Street Improvements	63,300	-	n/a	-	-	n/a	4,500	-	4,500
9800.02 Other Miscellaneous Expenditure	-	-	n/a	-	750	0%	-	-	-
Reconciliation Discrepancies	(0)	-	n/a	-	-	n/a	-	-	-
Net Other Revenue	(70,940)	(12,610)	563%	(13,543)	(750)	1806%	(4,500)	-	(4,500)
Net Revenue	73,210	59,000	124%	157,755	108,850	145%	(8,168)	(6,275)	(1,893)
Reconciliation to Income Statement									
9800.02 Other Miscellaneous Expenditure	(70,940)			-			(4,500)		
Net Revenue	144,150			157,755			(3,668)		

The City of Woodcreek
STATEMENT OF FINANCIAL POSITION
As of July 31, 2017

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Operating - Broadway 9628	212,014.10
1003 Municipal - Reg Acct#7223	31,606.07
1003.1 Municipal Court Petty Cash	100.00
1006 PEG - #5467	17,776.56
1010 Petty Cash	-41.00
1020 Investment Account - Class 0001	26,150.18
1021 Reserved Funds - Broadway 4573	478,317.24
1022 Crockett National Bank	224,913.61
1023 Pioneer Bank #6151	202,497.18
Total Bank Accounts	\$1,193,333.94
Accounts Receivable	
1120 Delinquent Taxes Receivable	10,574.84
Total Accounts Receivable	\$10,574.84
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 To Operating	63,300.00
Total Other Current Assets	\$144,090.11
Total Current Assets	\$1,347,998.89
Fixed Assets	
1200 Office Furniture / Equipment	34,566.84
1225 Land	37,850.00
1226 Building & Improvements	130,602.00
1227 Street Pavement	144,126.00
1228 Street Improvements 2017	63,300.00
1240 Accumulated Depreciation - All	-195,372.00
Total Fixed Assets	\$215,072.84
Other Assets	
1250 Deferred Revenue	-8,308.49
1300.10 Committed for Streets Repair	0.00
Total Other Assets	\$ -8,308.49
TOTAL ASSETS	\$1,554,763.24
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
1900 Accounts Payable	2,455.78

	TOTAL
Total Accounts Payable	\$2,455.78
Other Current Liabilities	
2000 Payroll Tax Payable	3,380.60
2001 Federal Withholding Payable	0.00
2020 State Unemployment Liability	11.91
2021 Accrued Wages Payable	7,353.00
2030 TMRS Payable	0.00
2100 WVWA / LCRA Grant Expenditures	424.21
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 Project Funds	63,300.00
Total Other Current Liabilities	\$78,069.10
Total Current Liabilities	\$80,524.88
Total Liabilities	\$80,524.88
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	144,150.15
Total Equity	\$1,474,238.36
TOTAL LIABILITIES AND EQUITY	\$1,554,763.24

City Manager Monthly Public Report from July 6th, 2017 to August 8th, 2017 for the August 9th, 2017 Council Meeting

Permits - Trees – 36
 Deck – 4
 Fireworks – 1
 Hot tub addition – 1
 Fence – 2
 Pergola - 1
 Storage & Detached Pergola – 1
 Alcohol - 1
 Single-family Home – 3
 Guest quarters/fence – 1

Replats - 2

Certificate of Occupancy – 2 single family homes

Site Development Plan and Concept Plan – 1 in progress

Development Agreement – 1 in progress

Ordinance Violations - Health & Safety - 1
 Tree Trimming - 4
 Light – 1
 Parking – 9
 Fence – 1
 Structure – 1
 Dumpster – 1
 Obstructing Traffic – 1
 Above ground pool - 1

Stop Work Orders - 4



Ray Helm

Constable Precinct 3 Hays County, Texas

**Woodcreek Patrol
July 2017**

	<u>Total</u>
Hours:	159
Mileage:	1206
Traffic Citation/warning(s):	24
Code Enforcement:	5
Close Patrol:	75
Criminal:	2
Civil:	3
Other:	2
Agency/Public Assist:	0
Warrants:	0
Jailing:	1

Constable Ray Helm III

Deputy Cody Cheatham

5484

City of Woodcreek City Council Meeting
July 12, 2017; 6:30 p.m.
41 Champions Circle
Woodcreek, Texas

Minutes

1. **Call to Order:** Mayor Pro Tem Britner called the meeting to order at 6:30 p.m.
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. Present:** Mayor Pro Tem Nancye Britner, Councilmember Bill Scheel, Councilmember Jerry Moore, Councilmember, Councilmember Judy Brizendine, City Manager Brenton B. Lewis, Director of Public Works Frank Wood, Assistant Administrator Linda Land, and City Clerk Barbara Grant. **Absent:** Mayor Eric C. Eskelund, Councilmember Aurora LeBrun, City Attorney Roger Gordon and City Treasurer Gene Golembiewski.
5. **Public Comments:** Jim Satterwhite said he would like to know the consensus of Councilmember's feelings on whether to grandfather non-conforming structures or to require every property in the community to be brought up to code.
6. **Citizen Communications:** There were no citizen communications.
7. **Report Items:**
 - A. Director of Public Works Wood said he continues to survey the streets for the next series of repairs.
 - B. In the absence of City Treasurer Golembiewski, City Manager Lewis reported year-to-date revenues of \$428,425.00 and \$280,606.00 in expenditures.
 - C. City Manager Lewis presented the Monthly Public Report.
8. **Consent Agenda:**
 - A. **Approval of the minutes of the Regular Woodcreek City Council meeting of June 14, 2017.**
 - B. **Approval of Treasurer's Report for June, 2017.**

Councilmember Brizendine moved to accept the Consent Agenda with corrections to the Treasurers Report. The motion was seconded by Councilmember Moore, which passed with a vote of 4-0-0.
9. **Regular Agenda**
 - A. **Consider and Take Appropriate Action on How to Handle Trailer Issues.** After discussion, no action was taken.
 - B. **Consider and Take Appropriate Action to Amend the Sign Ordinance to Prohibit Feather Flags.** After discussion, no action was taken.

- C. Consider and Take Appropriate Action to Apply for Tree City USA Designation.**
After discussion, no action was taken.
- D. Consider and Take Appropriate Action on Inspections of Various Properties at time of Change of Resident.** After discussion, no action was taken.
- E. Consider and Take Appropriate Action on Declaring OKI MC361 Copier as Surplus Prior to Disposal.** After discussion, Councilmember Moore moved to declare OKI MC361 Copier as surplus, prior to disposal. The motion was seconded by Councilmember Scheel, which passed with a vote of 4-0-0.
- F. Discussion Regarding the November 2017 Election Calendar.** City Manager Lewis said the Council positions that are open are for Mayor and two Council Members. The first day for filing application for place on the general election ballot is July 22nd and the filing deadline is August 21, 2017.
- G. Executive Session as Authorized by Section 551.072, Related to Real Property Matters.** The executive session was cancelled. No action was taken.

10. Adjourn There being no further business, Mayor Pro Tem Britner adjourned the meeting at 7:02 p.m.

Nancye Britner, Mayor Pro Tem

Brenton B. Lewis, City Manager

**City of Woodcreek Special City Council Meeting
July 20, 2017; 11:00 a.m.
41 Champions Circle
Woodcreek, Texas**

Minutes

1. **Call to Order:** Mayor Eskelund called the meeting to order at 11:00 a.m.
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. Present:** Mayor Eskelund, Mayor Pro Tem Nancy Britner, Councilmember Bill Scheel, Councilmember Jerry Moore, Councilmember Judy Brizendine, Councilmember Aurora LeBrun, City Manager Brenton B. Lewis, Director of Public Works Frank Wood, Assistant Administrator Linda Land, and City Clerk Barbara Grant. **Absent:** City Attorney Roger Gordon. **Others Present:** Gordon Marsh, John Epley and Bill Tomlinson.
5. **Blue Ribbon Committee Report** Committee Chairman Marsh presented the Committee Report. After discussion, Councilmember LeBrun moved to accept the Blue Ribbon Committee Road Plan Report recommendations, as presented. The motion was seconded by Councilmember Moore, which passed with a vote of 3-2-0. Voted Aye: Councilmember Scheel, Councilmember Moore and Councilmember LeBrun. Voted Nay: Mayor Pro Tem Britner and Councilmember Brizendine.
6. **Discuss the History of Impervious Cover in City of Woodcreek Ordinances.** Assistant Administrator presented her research of the history of impervious cover changes in the City of Woodcreek Ordinances from November 2016 through June 2014.
7. **2017-2018 Budget Discussion** City Manager Lewis presented a review the final draft of the 2016-2017 Budget.

Council Recessed for Lunch at 12:15 p.m.

Council Resumed in Open Session at 1:06 p.m.

8. **Adjourn** There being no further business, Mayor Eskelund adjourned the meeting at 1:55 p.m.

Eric C, Eskelund, Mayor Pro Tem

Brenton B. Lewis, City Manager

City of Woodcreek Special City Council Meeting

August 3, 2017; 11:00 a.m.

Woodcreek, Texas

Minutes

1. **Call to Order:**

Mayor Eskelund called the meeting to order at 11:00 AM

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:**

Present: Mayor Eskelund; Mayor Pro Tem Britner; Councilmember Scheel; Councilmember Moore; Councilmember Brizendine; Councilmember LeBrun; City Manager Lewis; Assistant Administrator Land. **Absent:** Director of Public Works Wood; City Clerk Grant.

5. **Consider and Take Appropriate Action on Authorizing Staff to Advertise For and Accept Sealed Bids for the Brookhollow Drive Street Improvement Project:**

After Council discussion, comments from Blue Ribbon Committee Chairperson Gordon Marsh, and statements from staff, Councilmember LeBrun made the motion to authorize staff to advertise for and accept sealed bids for the Brookhollow Drive Street Improvement Project. The motion was declared dead by Mayor Eskelund for lack of a second.

After further discussion Councilmember Brizendine made the motion to table bidding the project and to begin working on a General Obligation Bond referendum. The motion was declared dead by Mayor Eskelund for lack of a second.

Councilmember LeBrun restated the original motion to motion to authorize staff to advertise for and accept sealed bids for the Brookhollow Drive Street Improvement Project. Councilmember Brizendine seconded the motion. The motion passed with the following vote: Aye: 3 (Scheel, Brizendine, Lebrun) Nay: 2 (Britner, Moore)

6. **2017-2018 Budget Discussion:** The Mayor and Council discussed going to the Rollback rate for the budget estimate.

The Mayor and Council recessed at 11:53 AM for lunch and returned into session at 12:47 PM.

The Mayor and Council continued the 2nd draft of the proposed budget.

7. **Adjourn:** There being no further business, Mayor Eskelund adjourned the meeting at 1:45 PM.

Eric Eskelund, Mayor

Brenton B. Lewis, City Manager

Council Meeting Date: 08/09/2017

AGENDA ITEM COVER SHEET

Subject/Title:

9. B. Consider and Take Appropriate Action on an Ordinance Calling and Ordering the General Election to be held on November 7th, 2017 for the purpose of electing one mayor and two city council members for the City of Woodcreek, TX.

Item Summary:

This agenda item is to consider an Ordinance calling and ordering the general election for the three open positions as follows: Mayor and two councilmembers. At the time of the drafting of this memo there has been one person file for the Mayor position and one person file for the Councilmember position.

Financial Impact/Financial Information:

Cost of election

Comments/Recommendation

Adoption of the Ordinance

Attachments:

Ordinance

Submitted By:

Brenton B. Lewis, City Manager

ORDINANCE NO. 17-233

AN ORDINANCE CALLING AND ORDERING THE GENERAL ELECTION FOR CITY OFFICERS TO BE HELD ON NOVEMBER 7, 2017, FOR THE PURPOSE OF ELECTING THE MAYOR AND TWO CITY COUNCILMEMBERS, FOR THE CITY OF WOODCREEK, TEXAS, AND MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE HOLDING OF SUCH ELECTION.

WHEREAS, the terms for the Mayor and two City Councilmembers are scheduled to expire at the next uniform election date, that being November 7, 2017,

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

Section I.

An election is hereby ordered to be held on November 7, 2017 for the purpose of electing the Mayor and (2) City Councilmembers for the City of Woodcreek, Texas. A candidate's application for a place on ballot for the general election of city officers must be filed by 4:00 p.m. on Monday, August 21, 2017.

Section II.

Early voting by personal appearance will be conducted at the Main Early Voting Polling Location: Government Center Conference Room 712 S. Stagecoach Trail San Marcos, Texas, on the following dates:

Monday, October 23 through Friday, October 27, 2017

(Lunes, 23 de Octubre hasta el Viernes, 27 de Octubre de 2017)

8:00 a.m. to 5:00 p.m.

(8:00 am este las 5:00 pm)

Saturday, October 28, 2017

(Sábado, 28 de Octubre de 2017)

10:00 a.m. to 2:00 p.m.

(10:00 am este las 2:00 pm)

Sunday, October 29, 2017

(Domingo, 29 de Octubre de 2017)

1:00 p.m. to 6:00 p.m.

(1:00 pm este las 6:00 pm)

Monday, October 30 through Friday, November 3, 2017

(Lunes, 30 de Octubre hasta el Viernes, 3 de Noviembre de 2017)

7:00 a.m. to 7:00 p.m.

(7:00 am este las 7:00 pm)

Section III.

Early voting by personal appearance at the Temporary Branch Early Voting Polling Location: Wimberley Community Center, 14068 Ranch Rd. 12, Wimberley, Texas, on the following dates:

Monday, October 23 through Friday, October 27, 2017

(Lunes, 23 de Octubre hasta el Viernes, 27 de Octubre de 2017)

8:00 a.m. to 5:00 p.m.

(8:00 am este las 5:00 pm)

Saturday, October 28, 2017

10:00 a.m. to 2:00 p.m.

(Sábado, 28 de Octubre de 2017)

Sunday, October 29, 2017

(Domingo, 29 de Octubre de 2017)

Monday, October 30 through Friday, November 3, 2017

(Lunes, 30 de Octubre hasta el Viernes, 3 de Noviembre de 2017)

(10:00 am este las 2:00 pm)

1:00 p.m. to 6:00 p.m.

(1:00 pm este las 6:00 pm)

7:00 a.m. to 7:00 p.m.

(7:00 am este las 7:00 pm)

Section IV.

Applications for ballot by mail shall be mailed to:

Jennifer Anderson, Early Voting Clerk
712 South Stagecoach Trail, Suite 1045
San Marcos, Texas 78666

Applications for ballot by mail must be received no later than the close of business on **October 27, 2017.**

Section V.

The location of the polling place for the November 7, 2017, election shall be the Wimberley Community Center, 14068 Ranch Rd. 12, Wimberley, Texas. The polling place shall be kept open from seven o'clock (7) a.m. until seven o'clock (7) p.m. on November 7, 2017, and due returns shall be made to the City Council showing the number of votes cast for each candidate for membership on the City Council.

Section VI.

The Hays County Elections Administrator shall perform the duties prescribed in the contract for Election Services, including: recommend or appoint a Presiding and Alternate Presiding Judge; recruit, appoint, and train the judges and clerks; procure and distribute election supplies; procure, prepare, and distribute election equipment; transport equipment to and from the polling places, and issue election supplies to the precinct judges; supervise the conduct of early voting and supply deputy early voting clerks; and tabulate the ballots and provide the City the results of the election.

Section VII.

Notice of said elections shall be given by: 1) publishing notice of the elections, in English and Spanish, at least once, not earlier than the 30th day nor later than the 10th day before election day, in a newspaper of general circulation in the said City; and 2) not later than the 21st day before election day, by posting notice of the elections, in English and Spanish, on the City's bulletin board used for posting notices of the meetings of the City Council.

Section VIII.

The way and manner of holding said elections, the notice to be given therefore, the polling places, the personnel and the officers who are to hold same, and all details connected with the holding of the elections shall be arranged by the City Manager in conjunction with the County Elections

Administrator. Any omission or irregularity in the notice of elections or in the publication or posting of the notice of elections, or in the signing of same, shall not in any way affect or invalidate such elections.

Section IX.

It is hereby officially found and determined that the meeting at which this ordinance was adopted and said election was called was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code.

Section X.

This ordinance and election order shall take effect and be in full force and effect from and after the date of its passage, and it is so ordained.

PASSED & APPROVED this, the 9th day of August 2017, by a vote of ____ (ayes) to ____ (nays) and ____ (abstentions) of the City Council of Woodcreek, Texas.

Eric C. Eskelund, Mayor
City of Woodcreek, Texas

ATTEST:

Brenton B. Lewis, City Manager
City of Woodcreek, Texas

JOINT ELECTION AGREEMENT

FOR HAYS COUNTY LOCAL POLITICAL SUBDIVISIONS

This Joint Election Agreement (“Agreement”) is made and entered into by and between Local Political Subdivisions (“LPSs”) located within or partially within Hays County, Texas (the “County”).

WHEREAS, the undersigned local political subdivisions, collectively referred to hereafter as the “LPSs”, each anticipate holding election(s) from August 2017 to July 2018; and

WHEREAS, each of the LPSs is located partially or entirely within Hays County, Texas (the “County”); and

WHEREAS, Texas Election Code, Chapter 271, authorizes political subdivisions of the State of Texas to hold elections jointly in voting precincts if it will be of benefit to the citizens and voters thereof to be served by common polling places and elections are ordered by authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested.

WHEREAS, the County has contracted or is contracting with each LPS to conduct and provide election services for such LPSs election(s) from August 2017 to July 2018; and

WHEREAS, the LPSs all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, services of election officials, and sharing precinct polling locations and election ballots where appropriate.

NOW THEREFORE, pursuant to Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code, the Joint Election Agreement set forth below is entered into by and between the LPSs acting by and through their respective governing bodies agree as follows:

- I. **Scope of Joint Election Agreement.** The LPSs enter this Joint Election Agreement (“Agreement”) for the conduct of the elections to be held from August 2017 through July 2018.
- II. **Appoint Election Officer.** The LPSs appoint the Hays County Elections Administrator to serve as the Election Officer for each LPS in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2017 through July 2018.
- III. **Early Voting Polling Locations.** The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by all entities utilizing the polling location for their individual election contest.
- IV. **Election Day Polling Locations.** Election Day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each LPS. Those will be decided within one week after the last day to order an election.
- V. **Cost Sharing.** The LPSs agree to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services.
- VI. **Effective Date.** This Agreement becomes effective upon execution by the participating LPSs.
- VII. **Amendments.** This Agreement may not be amended or modified except in writing and executed by each LPS.

COST SHARING – NOVEMBER UNIFORM ELECTION DATE

- I. The following expenses will be shared equally by all LPSs holding an election including Hays County: the newspaper notice for the Logic and Accuracy Test of ballots, consumable election supplies, and ballot programming.
- II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll

workers will follow these cost sharing arrangements:

- a. The county will bear 50 % of these election costs at each voting location. The remaining 50 % will be shared between the other entities associated with the polling place.
- b. If there is no city election, the other entities associated with the polling place will split the remaining 50 % equally.
- c. If there is no city, no ISD and no other jurisdiction on the ballot, the county pays 100 % of the cost.
- d. If there is no county election on the ballot, then 100% of the costs will be shared equally between all jurisdictions.

III. It is acknowledged that cost sharing expenses will fluctuate depending upon the number of required polling locations, poll workers and number of entities sharing a polling place, as General Elections, held on even numbered years, typically require more resources than Constitutional Amendment elections, held on odd-numbered years.

COST SHARING – MAY UNIFORM ELECTIONS

- I. The following expenses will be shared equally by all LPSs holding an election including Hays County (when applicable): the newspaper notice for the Logic and Accuracy Test of ballots, consumable elections supplies, and ballot programming.
- II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll workers will follow these cost sharing arrangements:
 - a. For polling locations conducting elections of the County: the county will bear 50 % of these election costs at each voting location. The remaining 50% will be shared between the other entities associated with the polling place.
 - b. If there is no city election, the other entities associated with the polling place will split the remaining 50% equally.
 - c. If there is no city, no ISD and no other jurisdiction on the ballot, the county pays 100% of the cost.

If there is no county election on the ballot, then 100% of the costs will be shared equally between all jurisdictions.

A cost estimate for the LPS election will be submitted separately.

APPROVED BY GOVERNING BODY OF _____ in its meeting held the _____ day of _____, 20____, and executed by its authorized representative.

By: _____

Name: _____

Title: _____

ACKNOWLEDGED BY:

Jennifer Anderson
Elections Administrator, Hays County, Texas

Date

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (this "Contract") is made and entered into by and between the **ELECTIONS ADMINISTRATOR OF HAYS COUNTY, TEXAS ("Contracting Officer")** and the **Local Political Subdivision** set forth on the signature page of this Contract (**the "LPS"**) pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

WHEREAS, the LPS expects to order and election during the term of this Contract and during any renewal term of this Contract (the "Election");

WHEREAS, the LPS desired that certain election services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code and;

WHEREAS, the Contracting Officer and the LPS desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, the parties to this Contract agree as follows with respect to the coordination, supervision, and conduct of the election.

I. **GENERAL PROVISIONS.**

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the LPS. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to and election to resolve a tie.
- B. The Contracting Officer is hereby appointed to serve as the LPS's Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the LPS located in Hays County. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of the administering voting in connection with the election in compliance with all applicable law except as otherwise provided in the Contract.
- C. The LPS agrees to commit the funds necessary to pay for election-related expenses for the LPS's election.
- D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of LPSs holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in

Chapter 271 of the Texas Election Code. The LPS agrees to enter into a joint election agreement required by Hays County.

II. **RESPONSIBILITIES OF CONTRACTING OFFICER.** The Contracting officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the election:

A. **Nomination of Presiding Judges and Alternate Judges.** The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of which shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. **Notification to LPS.** The Contracting Officer shall provide the LPS with the most up-to-date list of presiding and alternate judges three weeks before the statutory deadline to order the election.

C. **Notification to Presiding and Alternate Judges; Appointment of Clerks.**

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge as appropriate.

2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

D. **Election Training.** The Contracting Officer shall be responsible for conducting election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the direct record electronic (DRE) voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.

- E. **Logic and Accuracy Testing.** In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.
- F. **Election Supplies.** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Judges Booth Controllers (JBC's), batteries for use in the JBC's, eSlates, labels for the electronic poll books, and all consumable type office supplies necessary to hold an election.
- G. **Registered Voters List.** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- H. **Notice of Previous Polling Place.** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place.
- I. **Election Equipment.** The Contracting Officer shall prepare and distribute the direct Record Electronic (DRE) Voting System components from Hart Intercivic, Inc. ("Hart") for the election. This voting System includes the equipment referred to as "eSlates" and Judge's Booth Controllers" (JBCs). Each polling location will have at least one voting machine that is accessible to disabled voters and provides a practical and effective means for voters with disabilities to cast a secret ballot.
- J. **Ballots.** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the LPS, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: DRE, paper, auditory.

K. **Early Voting.** In accordance with Sections 31.096 and 31.097(b) of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the election.

1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 712 S. Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the LPS shall be promptly faxed to the Contracting Officer at (512) 878-6699, or emailed to elections@co.hays.tx.us for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.
3. Early voting ballots shall be secured and maintained at the Records Office at 712 S. Stagecoach Trail, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code.

L. **Election Day Activities.**

1. The contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and election workers.
2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.
3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
4. Election Day polling locations are determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall

arrange for the setting up of the polling location including tables, chairs and voting booths.

- M. **Election Night Reports.** The contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections.

- N. **Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Contracting Officer, serving as the voter registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the election within the time set forth in Section 65.051 of the Texas election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas election Code to determine whether such will be counted and to resolve any issues with such ballots.

- O. **Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the LPS. These reports will serve as the canvass materials for the LPS.

- P. **Custodian of Election Records.** The election records will be submitted to the LPS except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the DRE voting system consist of the DVD backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the JBCs and eSlates.

Q. **Recount.**

1. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such count which is not included in the original estimate/invoice.

R. **Schedule for Performance of Services.** The Contracting Officer shall perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

S. **Contracting with Third Parties.** In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the LPS.

T. **Department of Justice Preclearance for General Elections.** If required by law, any changes to the general conduct of voting in Hays County will be pre-cleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the LPS.

III. **RESPONSIBILITIES OF THE LPS.** The LPS shall perform the following responsibilities:

A. **Applications for Mail Ballots.** The LPS shall date and stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

B. **Election Orders, Election Notices, and Canvass.** The LPS shall be responsible for the preparing, adopting, publishing, and posting all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the LPS necessary to the conduct of the election. The LPS shall be responsible for conducting the official canvass of the election.

C. **Map/Annexations.** The LPS shall provide the Contracting Officer with an updated map and street index (including address Numbers) of its jurisdiction in and electronic or printed format and shall advise the contracting officer in writing of any new developments, annexations or de-annexations.

D. **Department of Justice Preclearance for Special Elections.** If required by law, the LPS shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

- E. **Ballot Information.** The LPS shall prepare the text for the LPS's official ballot in English and Spanish and provide the Contracting Officer as soon as possible at the end of the period for ordering the election or filing for candidacy. The ballot information shall include a list of proposition showing the order and the exact manner in which the candidates' name shall appear on the ballot. The LPS shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.
- F. **Precinct Reports to the Texas Secretary of State.** Based on information provided by the Contracting Officer, the LPS shall prepare and file all required precinct reports with the Texas Secretary of State.
- G. **Annual Voting Report.** The LPS shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

IV. **SPECIAL PROVISIONS RELATED TO ELECTION WORKERS**

- A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Contracting Officer and the LPS that there will be at least three election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of elections at the poll and the number of registered voters at the poll.
- B. **Compensation for Election Workers.** The Contracting Officer shall compensate all election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by the Hays County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.

V. **PAYMENT**

- A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of the election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The cost estimate is set forth in the Cost Estimate.
- B. **Administrative Fee.** The Contracting Officer shall charge a fee equal to 10% of the LPS's share of the cost of the election or a minimum of \$75.00.

- C. **Equipment Rental Fee.** Per Section 123.032(d) of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at \$150 each per JBC and eSlate. If the County acquires additional equipment during the term of the Contract, the charge for the use of the equipment may be reset by the Hays County Commissioners Court.
- D. **Payment.** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS.

VI. TERM AND TERMINATION

- A. **Initial Term.** The initial term of the contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.
- B. **Renewal.** Subject to the termination rights set forth herein, this contract shall automatically renew annually.
- C. **Termination.** If either party wishes to terminate this contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the contracting Officer for services provided and expenses incurred will be due and payable.

VII. MISCELLANEOUS PROVISIONS

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
 - 1. The authority with whom or the place at which any document or record relating to the election is to be filed;
 - 2. The officers who conduct the official canvass of the election returns;
 - 3. The authority to serve as custodian of voted ballots or other election records; or
 - 4. Any other nontransferable function specified under Section 31.096 or other provisions of law.

- B. **Cancellation of Election.** If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in **V. Payment** above.
- C. **Contract Copies to Treasure and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.
- D. **Election to Resolve a Tie.** In the event that an election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second election, except:
1. The LPS and the Contracting Officer will agree upon the date of the election and the early voting schedule subject to provisions of the election Code and with regard to other election conducted by the Contracting Officer.
 2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
 3. An attempt will be made to use the election workers that worked in the first election; those poll workers will not have additional training provided by the Contracting Officer.
 4. The cost of the election will be borne by the LPS; the Contracting Officer will work with the LPS on cost management.
- E. **Amendment/Modification.** Except as otherwise provided, this contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the LPS may propose necessary amendments or modifications to this Contract in writing in order to conduct the election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the LPS or its authorized agent, respectively.
- F. **Severability.** If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.

G. **Representatives.** For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Jennifer Anderson
Elections Administrator, Hays County
712 S. Stagecoach Trail, Suite 1045
San Marcos, Texas 78666
Tel: (512) 393-7310
Fax: (512) 878-6699
Email: janderson@co.hays.tx.us

For the LPS:

Witness by my hand this the _____ day of _____, 20__.

Contracting Officer:

Jennifer Anderson, Elections Administrator
Hays County, Texas

Witness by my hand this the _____ day of _____, 20__.

Local Political Subdivision:

Name of Entity: _____

By: _____

Printed Name: _____

Official Capacity: _____

Signature: _____

Council Meeting Date: 08/09/2017

AGENDA ITEM COVER SHEET

Subject/Title:

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

Item Summary:

This agenda item is to consider the appropriate action on the current franchise agreement with Waste Connections. The City has had a franchise agreement with Waste Connections (or its predecessors) since January 2, 2007, and last extended the franchise agreement in April of 2013 for five (5) years to March 31, 2018. Within the packet is a matrix indicating out of 22 bid results that seven (7) rates decreased and fifteen (15) rates increased, with an average increase of \$1.05 or 10.20%.

Financial Impact/Financial Information:

Cost of Soliciting for Possible Franchisees

Comments/Recommendation

Direction to staff to either negotiate, solicit for franchisees, or negotiate then solicit for franchisees. Staff has had contact with representatives of Waste Connections (WC of Texas), who are interested in continuing serving Woodcreek, and also with a representative of Texas Disposal Systems (TDS) that currently serve Wimberley. Within either process the City can request additional services.

Attachments:

Current Franchise Agreement, Municipal Bid Result Matrix and Municipal Pricing Matrix (Provided by Waste Connections)

Submitted By:

Brenton B. Lewis, City Manager



Progressive Waste Solutions of FL, Inc.

September 16, 2014

Mr. John Sone, City Manager
City of Woodcreek
41 Champions Circle
Woodcreek, TX 78676-3327

Re: Signed Amendment to Exclusive Franchise Agreement for the Collection, Hauling, and Disposal of Municipal Solid Waste and Construction and Demolition Waste in the City of Woodcreek, Texas

Dear John:

Please find enclosed one (1) fully executed original of the Amendment to Exclusive Franchise Agreement for the Collection, Hauling, and Disposal of Municipal Solid Waste and Construction and Demolition Waste in the City of Woodcreek that has been signed by Progressive Waste Solutions.

I truly appreciate the opportunity to be of service to the City and I look forward to continuing to work with you. If you should have any questions or need additional information, please do not hesitate to contact me at 830-372-9303 or email at jhare@iesi.com.

Best Regards,

A handwritten signature in black ink that reads "James R. Hare".

James R. Hare
District Municipal Marketing Manager
Progressive Waste Solutions of TX, Inc.

Enclosure

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

STATE OF TEXAS

COUNTY OF HAYS

THIS AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT (the "Amendment") is entered into this 15th day of August, 2014 (the "Effective Date") by and between Progressive Waste Solutions of TX, Inc. (formerly, IESI TX Corporation), a Texas Corporation (the "Service Provider") and the City of Woodcreek, Texas, a municipal corporation, (the "City").

RECITALS:

WHEREAS, the City and the IESI TX Corporation entered into the City of Woodcreek Contract for Municipal Solid Waste Collection and Disposal Services dated as of January 2, 2007 (the "Contract");

WHEREAS, on January 1, 2010 the Contract automatically renewed for an additional three (3) year period pursuant to Section 10 of the Contract;

WHEREAS, on June 20, 2012, IESI TX Corporation changed its name to Progressive Waste Solutions of TX, Inc.;

WHEREAS, the renewal term of the Contract expired on December 31, 2012 and the City and Service Provider have continued to perform under the Contract on a month to month basis;

WHEREAS, the City and the Service Provider mutually agreed to amend and extend the Contract on April 1, 2013 for a five (5) year period pursuant to Section 12 of the Contract;

WHEREAS, the City and the Service Provider mutually desire to amend and restate the Contract as further described herein.

AGREEMENT:

NOW, THEREFORE, and 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:

1. RATES AND FEES. – Section 9.A. and Section 9.B. of the General Specifications is hereby deleted in its entirety and replaced with the following:

- 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 \$12.35 per month for each Single-Family Residential Unit for Municipal Solid Waste Collection Service and \$3.50 per month for each Single-Family Residential Unit for Recycling Collection Services. These rates apply to all Single-Family Units that are located within the City 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 Carts will be available and will be provided and the Service Provider shall charge for each Cart utilized as follows:

95-Gallon Solid Waste Cart	\$6.00 per month per Cart
65-Gallon Recycle Cart	\$3.00 per month per Cart

- B. Commercial, Industrial and Multi-Family Residential Unit Services. – The following is hereby added to the General Specifications as Section 9. B

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	\$ 72.50	\$118.50	\$177.00
Additional 4 cubic yard (each)	\$ 58.00	\$ 95.00	\$142.00
6 cubic yard	\$123.00	\$247.00	\$370.00
Additional 6 cubic yards (each)	\$ 98.00	\$198.00	\$290.00

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	\$75.00
6 Cubic Yards	\$95.00

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	\$30.00
6 Cubic Yards	\$40.00


2. Reaffirmation. The parties hereby reaffirm their agreement with all the terms and provisions of the Contract as amended by this Amendment.

3. Entire Agreement. The Contract and this Amendment represent the entire agreement among the parties with respect to the matters that are the subject hereof.

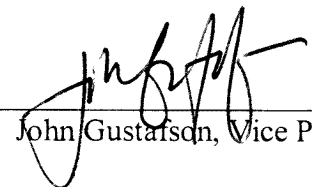
4. Counterparts: Facsimile Signatures. The Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this Amendment between the parties hereto, and it shall not be necessary for the proof of this Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the 15th day of August, 2014.

CITY OF WOODCREEK, TEXAS
41 Champions Circle
Woodcreek, TX 78676-3327

By: 
Name: John W. Sone
Title: City Manager

**PROGRESSIVE WASTE SOLUTIONS
OF TX, INC.**
2010 IH-10 West
Seguin, Texas 78155

By: 
John Gustafson, Vice President

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE 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 April 1, 2013, by and between Progressive Waste Solutions of TX, Inc., a Texas Corporation (the "Service Provider"), and the City of Woodcreek, Texas (the "City").

WHEREAS, the City and IESI TX Corporation entered into the City of Woodcreek Contract for Municipal Solid Waste Collection and Disposal Services dated as of January 2, 2007 (the "Contract");

WHEREAS, on January 1, 2010 the Contract automatically renewed for an additional three (3) year period pursuant to Section 10 of the Contract;

WHEREAS, on June 20, 2012, IESI TX Corporation changed its name to Progressive Waste Solutions of TX, Inc.;

WHEREAS, the renewal term of the Contract expired as of December 31, 2012 and the City and Service Provider have continued to perform under the Contract on a month to month basis;

WHEREAS, the City and the Service Provider mutually desire to amend, extend and restate the Contract as further described herein; and

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 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 1. 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 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 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 or Construction and Demolition Waste. 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 April 1 to March 31 during the term of this Agreement.

Fuel Year - Any one year period of time from February 1 to January 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 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 Construction and Demolition Waste or Hazardous Waste.

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 and Construction and Demolition Waste, the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste 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 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 and Construction and Demolition Waste, the title to all Municipal Solid Waste 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 from Single-Family Residential Units once per week; provided, that (i) such Municipal Solid Waste is placed in Roll-Outs, up to an aggregate of eight (8) Bags or Bundles placed beside the Roll-Outs, and (ii) such Roll-Outs, 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. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Roll-Outs and Bags or properly bundled. Municipal Solid Waste in excess of the Roll-Outs' or the eight (8) Bags' 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 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, 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. 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.

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 \$15.85 per month for each Single-Family Residential Unit. 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 services.

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:

<u>Container Size</u>	<u>Collections Per Week</u>	<u>Monthly Rate</u>
4 yards	One	\$72.50
4 yards	Two	\$118.50

Prior to any collection that the Service Provider is required to make in excess of the above weekly figures, the Service Provider shall negotiate with each Commercial, Industrial or Multi-Family Residential Unit the amount payable to the Service Provider for such additional collection. The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

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 April 1 2014, and on each April 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 \$3.75 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
The average price of diesel fuel for each Fuel Year (each, a "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 January 31, 2014 was \$4.25.

The rate charged to each Single-Family Residential Unit for the Contract Year ending on March 30, 2014 was \$15.85 per month.

$(4.25 - 3.75) / 3.75 = .1333 \times 13.20\% = 1.76\%$ increase to all the rates contained in Section 9 hereof for the Contract Year beginning on April 1, 2014.

$\$15.85 \times 1.76\% = \0.28 increase to the monthly Single-Family Residential Unit rate.

The rate charged to each Single-Family Residential Unit for the Contract Year beginning on April 1, 2014 would be \$16.13.

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 April 1, 2013 and concluding on March 31, 2018. 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

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 April 1, 2013. Thereafter, the Service Provider will remit to the City an amount equal to ten percent (10%) 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, 2013. 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 ten percent (10%) 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 July 31, 2013.

D. 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 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 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 or Construction and Demolition Waste. Should excess Municipal Solid Waste 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 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 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.

A. 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 or Construction and Demolition Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste 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, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste or Construction and Demolition Waste may be collected.

B. 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 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 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 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 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 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 and Construction and Demolition Waste shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste 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, \$2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
(4) Automobile Liability	\$2,000,000 per occurrence combined single limit 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.
P.O. Box 69
Seguin, TX 78155
Attn: South Texas District Manager

With a Copy to:

IESI Corporation
2301 Eagle Parkway, Suite 200
Ft. Worth, TX 76177
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.

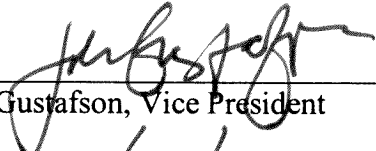
The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees 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 13TH DAY OF FEBRUARY, 2013.

PROGRESSIVE WASTE SOLUTIONS
OF TX, INC.

CITY OF WOODCREEK, TEXAS

By: 
John Gustafson, Vice President

Date: 3/29/13

By: 

Name: Eric C. Eskelund

Title: Mayor

Date: 21 March 2013

ATTEST:

By: 

Name: John W. Sone

Title: City Manager

Date: 20 March 2013

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
Jorseshoe 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
Averages					\$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

City of Woodcreek - Waste Connections of Texas Current Municipal Pricing Matrix
07/19/2017



WASTE CONNECTIONS INC.
Committed with the Planet™

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	1 x wk. trash & 1 x wk. recy.
Converse	Waste Mgmt.	6,822 homes	Rates are all	combined	\$20.47 per month	2 x wk. trash
Universal City	Waste Mgmt.	7,575 homes	\$20.24	NA	\$20.24 per month	1 x wk. trash
Bulverde	MDS Service	653 homes	\$19.40	NA	\$19.40 per month	1 x wk. trash
Divine	Waste Connections	1,414 homes	\$14.18	\$5.05	\$19.23 per month	1 x wk. trash & EOW recycle
Karnes City	Alamo One	1,443 homes	\$18.75	NA	\$18.75 per month	1 x wk. trash
Nordheim	Waste Connections	1,288 homes	\$18.75	NA	\$18.75 per month	1 x wk. trash
Burnet	Waste Connections	173 homes	\$18.56	NA	\$18.56 per month	1 x wk. trash
La Vernia	Clawson Disposal	1,875 homes	\$14.50	\$3.47	\$17.97 per month	1 x wk. trash & EOW recycle
Balcones Heights	Waste Connections	313 homes	\$14.50	\$3.02	\$17.52 per month	1 x wk. trash & EOW recycle
Yorktown	C-6 Disposal	1,473 homes	Rates are all	combined	\$17.18 per month	2 x wk trash & 1 x wk. recycle
Castroville	TDS	871 homes	\$17.15	NA	\$17.15 per month	1 x wk. trash
Johnson City	Waste Mgmt.	1,025 homes	Rates are all	combined	\$16.97 per month	1 x wk. trash & 1 x wk. recycle (18 gallon bin)
Woodcreek	Waste Connections	627 homes	\$12.39	\$4.04	\$16.43 per month	1 x wk trash & EOW recycle
Runge	Waste Connections	590 homes	\$12.80	\$3.63	\$16.43 per month	1 x wk. trash & EOW recycle
Gonzales	Waste Connections	427 homes	\$16.20	NA	\$16.20 per month	1 x wk. trash
Kenedy	TDS	2,503 homes	Rates are all	combined	\$16.16 per month	1 x wk. trash & EOW recycle
Poth	Waste Connections	1,312 homes	\$16.03	NA	\$16.03 per month	2 x wk. trash
Seguin	Waste Connections	727 homes	\$15.45	NA	\$15.45 per month	1 x wk. trash
Cibolo	Waste Connections	8,666 homes	\$12.03	\$3.04	\$15.07 per month	1 x wk. trash & 1 x wk. recycle
Leon Valley	Republic Services	3,735 homes	\$12.69	\$2.32	\$15.01 per month	1 x wk. trash & 1 x wk. recycle (18 gallon bin)
Schertz	Waste Mgmt.	3,000 homes	Rates are all	combined	\$14.16 per month	2 x wk. trash & 1 x wk. recycle (18 gallon bin)
Floresville	Republic Services	11,350 homes	\$12.05	\$1.99	\$14.04 per month	1 x wk. trash & 1 x wk recycle (18 gallon bin)
Boerne	Republic Services	1,861 homes	\$14.00	NA	\$14.00 per month	1 x wk. trash
Live Oak	Waste Mgmt.	5,329 homes	Rates are all	combined	\$13.86 per month	1 x wk. trash & 1 x wk recycle (18 gallon bin)
Nixon	Waste Mgmt.	3,429 homes	Rates are all	combined	\$13.86 per month	2 x wk. trash & 1 x wk. recycle (18 gallon bin)
Stockdale	Waste Connections	776 homes	\$13.80	NA	\$13.80 per month	1 x wk. trash
Horseshoe Bay	Waste Connections	612 homes	\$13.74	NA	\$13.74 per month	1 x wk. trash
Luling	Republic Services	2,795 homes	\$13.60	NA	\$13.60 per month	1 x wk trash
Kirby	Waste Connections	1,716 homes	\$13.58	NA	\$13.58 per month	1 x wk. trash
Llano	Republic Services	2,975 homes	Rates are all	combined	\$13.10 per month	1 x wk. trash & 1 x wk. recycle (18 gallon bin)
Blanco	Waste Connections	1,349 homes	\$12.95	NA	\$12.95 per month	1 x wk trash
	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.

Council Meeting Date: 08/09/2017

AGENDA ITEM COVER SHEET

Subject/Title:

9. D. Discussion and Take Appropriate Action on the Issuance of Tax Notes for the Brookhollow Reconstruction Project

Item Summary:

Jim Sabonis will be in attendance to present the Plan of Finance, with the sales process of the Tax Notes to follow at a later date once bids are received.

Financial Impact/Financial Information:

Cost of Tax Notes

Comments/Recommendation

Approval to proceed with the Tax Note Issuance.

Attachments:

None

Submitted By:

Brenton B. Lewis, City Manager

Council Meeting Date: 08/09/2017

AGENDA ITEM COVER SHEET

Subject/Title:

9. E. Consider and Take Appropriate Action on an Ordinance Amending Section 151.07 and 151.12 of the Woodcreek, Texas Code of Ordinances

Item Summary:

This agenda item is an ordinance to remove erroneous information including the address of City Hall and the filing of a variance request.

Financial Impact/Financial Information:

N/A

Comments/Recommendation

Adoption of the Ordinance

Attachments:

Draft Ordinance

Submitted By:

Brenton B. Lewis, City Manager

ORDINANCE NO. _____

CITY OF WOODCREEK, TEXAS

AMENDMENT TO CHAPTER 151 OF THE CODE OF ORDINANCES

BUILDING REGULATIONS/CONSTRUCTION ORDINANCE

AN ORDINANCE AMENDING THE CITY OF WOODCREEK CODE OF ORDINANCES AT TITLE XV (“LAND USAGE”), CHAPTER 151 (“BUILDING REGULATIONS/CONSTRUCTION”), SECTION 151.07 (“PROCEDURES FOR OBTAINING BUILDING PERMITS”) AND SECTION 151.12 (“VARIANCES”); CORRECTING THE CITY’S PHYSICAL AND MAILING ADDRESS, DESCRIBING PROCEDURES, SETTING DEADLINES AND PROVIDING FOR ENACTMENT, REPEALER, SEVERABILITY, CODIFICATION, AND EFFECTIVE DATE, AND FINDING PROPER NOTICE AND MEETING.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council finds that the applicants seeking to submit information concerning building regulations, variances and/or construction plans must submit the information and required fees to the appropriate mailing address; and

WHEREAS, the City Council finds that consistency in the processing of building and construction applications and scheduling of any necessary council actions necessitates the review of a complete application; and

WHEREAS, the City Council finds that amending the City Code to provide for the most current mailing and procedural information, as provided for in this ordinance, is reasonable, necessary, and proper for the good government of the City of Woodcreek,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Woodcreek:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

Chapter 151 (“Building Regulations/Construction”) of the Code of Ordinances of the City of Woodcreek is amended at Sections 151.07 and 151.12 so as to read in accordance with *Attachment A and Attachment B*, which are attached hereto and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby authorized and directed to record and publish the language of Chapter 91, as amended by this Ordinance, in the City’s Code of Ordinances.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon its passage and the publication of caption of this ordinance.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was attended by a quorum of the City Council, was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the _____ day of August 2017, by a vote of ____ (*ayes*) to ____ (*nays*) and ____ (*abstentions*) of the City Council of Woodcreek, Texas.

CITY OF WOODCREEK:

Mayor Eric C. Eskelund

ATTEST:

Brenton Lewis, City Manager

APPROVED AS TO FORM:
The Law Office of Roger Gordon

Attachment "A"

City of Woodcreek

CODE OF ORDINANCES

TITLE XV: LAND USAGE

CHAPTER 151: BUILDING REGULATIONS/CONSTRUCTION

§ 151.07 PROCEDURES FOR OBTAINING BUILDING PERMITS.

Building permit applications, plans, required information and fee may be submitted to the City Secretary or mailed to the City of Woodcreek, 41 Champions Circle, Woodcreek, Texas 78676 or by calling (512) 847-9390.

(A) The following items are required for residential construction:

- (1) Completed building permit application form;
- (2) Floor plan drawn to scale showing square footage of living area;
- (3) Foundation plans;

(4) Site plan drawn to scale showing overall lot dimensions, location of building, accessory buildings and driveway, driveway dimensions and distances from the front, rear and side lot lines to building and structures. Site plan needs to show drainage, erosion control and utilities. Site plan also needs to show contours at two-foot intervals and compliance with Ch. 153 of this code of ordinances;

(5) Front, side and rear elevations drawn to scale indicating exterior-finish materials;

(6) Complete set of specifications for building including exterior building materials and paved parking and driveway areas. Exterior walls of all structures shall have a minimum of 55% stone, brick or stucco, exclusive of openings. Products of Hardiplank, Hardiboard or Hardipanel are not to be used to meet masonry requirements. A four-inch conduit is required under driveways at street for utility lines;

(7) The number of the septic system permit issued by the County Health Department if a septic system is to be used;

(8) A utility company letter of commitment to supply water and/or sewer services; and

(9) Application fee in accordance with § 35.08 made payable to the city.

(B) The following items are required for commercial construction:

(1) Completed building permit application form;

(2) Floor plan drawn to scale indicating square footage and commercial use(s) of all areas within building;

(3) Foundation plan;

(4) Site plan drawn to scale indicating overall lot dimensions, location of building, accessory buildings, structure and driveway, driveway dimensions and hard surface parking and unloading areas, and distances from the front, rear and side lot lines to building and structures. Site plan needs to show drainage, erosion control and utilities. Site plan also needs to show contours at two-foot intervals and compliance with Ch. 153 of this code of ordinances;

(5) Front, side and rear elevations drawn to scale and showing exterior building materials and indicating height of building. Exterior walls of all structures shall have a minimum of 55% stone, brick or stucco, exclusive of openings. Products of Hardiplank, Hardiboard or Hardipanel are not to be used to meet masonry requirements. A four-inch conduit is required under driveways at street for utility lines;

(6) Complete set of specifications for building and paved parking areas. Exterior walls of all structures shall have a minimum of 55% stone, brick or stucco, exclusive of openings. A four-inch conduit is required under driveways at street for utility lines;

(7) Where buffer strips are required, a plot plan drawn to scale indicating location of plants, trees, shrubs or fence. Description of plantings and fence shall be included;

(8) Specifications for commercial signs showing material, size and location on building;

(9) A copy of a septic system permit issued by the County Health Department if a septic system is to be used;

(10) A utility company letter of commitment to supply water and/or sewer services; and

(11) A fee in accordance with § 35.09 made payable to the city.

(C) The following items are required for utility facility construction:

(1) Completed building permit application form;

(2) Floor plan drawn to scale indicating square footage and utility use(s) of all areas within building;

(3) Foundation plan;

(4) Site plan drawn to scale indicating overall lot dimensions, location of building, accessory buildings and driveways, driveway dimensions and hard surface parking and unloading areas, and distances from the front, rear and side lot lines to building and structures. Site plan needs to show drainage, erosion control and utilities. Site plan also needs to show contours at two-foot intervals and compliance with Ch. 153 of this code of ordinances;

(5) Front, side and rear elevations drawn to scale and indicating exterior building materials and height of building;

(6) Complete set of specifications for building and parking area;

(7) Where buffer strips are required, a plot plan drawn to scale indicating location of plants, trees, shrubs or fence. Description of plantings and fence shall be included;

(8) Specifications for utility signs showing material, size and location on building;

(9) A copy of a septic system permit issued by the County Health Department, if applicable;

(10) A utility company letter of commitment to supply water and/or sewer services;

(11) A fee in accordance with Ch. 35 made payable to the city; and

(12) Appropriate documentation from the Texas Commission on Environmental Quality (TCEQ) and/or other state regulatory agencies, as applicable.

(D) Accessory building or expansion permit is required when exterior building lines or exterior finish materials are altered or changed. The following information is required:

(1) Completed building permit application form;

(2) Floor plan drawn to scale showing square footage of living area;

(3) Foundation plan;

(4) Site plan drawn to scale showing location of structure to be considered and distances from the front, rear and side lot lines to building or structure;

(5) Front, side and rear elevations drawn to scale indicating exterior finish material and roofing material;

(6) Complete set of specifications (materials) for building;

(7) For accessory buildings or additions to be built after original construction, which are to be plumbed for water usage, septic-system approval must be obtained from the County Health

Department authorizing addition to an existing septic system or a sewer connection approval by the utility company is required. The city will provide the owner/builder or other party a form letter to be signed by the appropriate county official or utility company official allowing use of the existing systems or stating how the existing system is to be modified. This form must be submitted with the building permit application;

(8) Exterior of building materials shall be the same as the primary structure; and

(9) Application fee in accordance with § 35.08 made payable to the city.

(E) The following items are required for structures such as fences, swimming pools and enclosures or covering of existing carports and/or patios:

(1) Completed building permit application form;

(2) Site plan drawn to scale showing location of structure to be considered;

(3) Sketch of structure including size and type of material;

(4) For swimming pool building permit applications, a utility company letter of commitment to supply water and sewer services; and

(5) Application fee in accordance with § 35.08 made payable to the city.

Attachment "B"

City of Woodcreek

CODE OF ORDINANCES

TITLE XV: LAND USAGE

CHAPTER 151: BUILDING REGULATIONS/CONSTRUCTION

§ 151.12 VARIANCES.

(A) A request for a variance shall be made in writing and include information to support the request for variance. Such information may include, but is not limited to, plat plans, site and building plans, contour maps and location of existing flora. The request shall clearly state the unusual conditions or circumstances (also known as "hardship") which, in the applicant's opinion, justifies a variance from the applicable regulation.

(B) The request for a variance, and proper fee plus actual cost of notification, must be delivered to the City of Woodcreek, 41 Champions Circle, Woodcreek, Texas 78676.

(C) The city will be responsible to notify all adjoining property owners of the request for variance and the time and location of the Planning and Zoning Commission and City Council meetings at which time the request will be acted upon. The notification will include a complete description of requested variance. Additionally, the city will place a sign in the yard of the property for which a variance is sought to notify adjoining property owners of the pending hearing.

(D) The request for variance will be considered within 45 days from the date the request is deemed administratively complete by the city.

Council Meeting Date: 08/09/2017

AGENDA ITEM COVER SHEET

Subject/Title:

9. F. Consider Awarding the Bid for Tree Pruning in Various Locations, Bids Publicly Opened at 12 noon Local Time on August 7th, 2017

Item Summary:

This agenda item is to consider awarding the Tree Pruning in Various Locations. The bid specification was divided into one base bid and three alternate bids that included the pruning of trees and the removal of ball moss. The City received three bids with only one bidder submitting all of the required information being the bid document, property and casualty insurance policy, workers compensation policy, and a certified arborist.

Financial Impact/Financial Information:

Cost of Trimming Trees and removal of ball moss.

Comments/Recommendation

Staff recommends awarding the bid in the amount of \$13,828.50 to AusTex Tree Service being the lowest and most responsible bidder. The \$13,828.50 includes the 10% discount if all work is awarded.

Attachments:

Bid Tabulation, Bid Document, Bidder Submittals

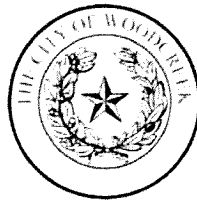
Submitted By:

Brenton B. Lewis, City Manager

TREE TRIMMING BID TABULATION

OPENED 12 NOON AUGUST 7, 2017

Tex -Star	Bartlett Tree Service	AusTex Tree Service
Base Bid:	Base Bid:	Base Bid:
Pruning \$ 1,400	Pruning \$ 3,600	Pruning \$ 1,880
Ball Moss \$ <u>250</u>	Ball Moss \$ <u>540</u>	Ball Moss \$ <u>1,050</u>
Subtotal \$ 1,650	Subtotal \$ 4,140	Subtotal \$ 2,930
Alternate A:	Alternate A:	Alternate A:
Pruning \$ 3,400	Pruning \$ 4,860	Pruning \$ 2,880
Ball Moss \$ <u>800</u>	Ball Moss \$ <u>5,940</u>	Ball Moss \$ <u>915</u>
Subtotal \$ 4,200	Subtotal \$10,800	Subtotal \$ 3,795
Alternate B:	Alternate B:	Alternate B:
Pruning \$ 2,400	Pruning \$ 3,240	Pruning \$ 2,880
Ball Moss \$ <u>600</u>	Ball Moss \$ <u>2,160</u>	Ball Moss \$ <u>895</u>
Subtotal \$ 3,000	Subtotal \$ 5,400	Subtotal \$ 3,775
Alternate C:	Alternate C:	Alternate C:
Pruning \$ 2,400	Pruning \$10,800	Pruning \$ 2,980
Ball Moss \$ <u>600</u>	Ball Moss \$ <u>1,800</u>	Ball Moss \$ <u>1,895</u>
Subtotal \$ 3,000	Subtotal \$12,600	Subtotal \$ 4,865
Total: \$11,850	Total: \$32,940	Total: \$15,375
Discount:	Discount:	Discount:
2.5% <296.25>	10% <3,294>	10% <1,537.50>
Total <u>\$11,553.75</u>	Total <u>\$29,646.00</u>	Total <u>\$13,828.50</u>
Insurance Submitted:	Insurance Submitted:	Insurance Submitted:
Workers Comp No	Workers Comp No	Workers Comp Yes
Prop/Casualty Yes	Prop/Casualty No	Prop/Casualty Yes
Certified Arborist Licenses Submitted	Certified Arborist Licenses Submitted	Certified Arborist Licenses Submitted
No	No	Yes



**City of Woodcreek
Request for Bids for Tree Pruning in Various Areas**

The City of Woodcreek is seeking bids for the pruning and/or ball moss removal of trees in four (4) locations of the City. The contract is expected to be awarded on August 9th, 2017 and with a completion date on or before September 15th, 2017.

Successful bidder shall supply all truck(s), equipment, material, and personnel properly trained to safely and efficiently perform climbing, cutting and removal services in accordance with national and/or state standards.

Bidder shall use the attached form when submitting the bid. The City reserves the right to accept the base bid or any alternate bid or any combination that is in the best interest of the City, and to reject any or all bids and to waive informalities.

Along with the bid document, Bidder shall provide the City of Woodcreek a copy of their current Workers Compensation Insurance, Commercial General Liability Insurance for the work in an amount of not less than \$1,000,000 General Aggregate, national and/or state standards used and a copy of appropriate degrees, licenses and/or certifications related to this type of project.

Bids shall be delivered in writing in a sealed envelope to Woodcreek City Hall, 41 Champions Circle, Woodcreek, Texas on or before 12 noon, local time, August 7th, 2017. The envelope shall have "Pruning Bid" printed in the lower left hand corner of the envelope. Any bids received after the 12 noon deadline and/or not in a sealed envelope will not be considered. Bids must be valid for sixty (60) days.

For additional information, please contact the City Manager for the City of Woodcreek at 512.847.9390.

Brenton Lewis
City Manager
City of Woodcreek



City of Woodcreek
Bids for Tree Pruning in Various Areas

Base Bid:	Bid
Pruning of trees located in the Memorial Plaza located in the northeast corner of the intersection of Woodcreek Drive and Deerfield Drive.	\$ _____
Removal of Ball Moss	\$ _____
Alternate A:	
Pruning of trees located in the Triangle Area located at the intersection of Woodcreek Drive and Brookhollow Drive.	\$ _____
Removal of Ball Moss	\$ _____
Alternate B:	
Pruning of trees located in Augusta Park located at the intersection of Augusta Drive and Augusta Lane.	\$ _____
Removal of Ball Moss	\$ _____
Alternate C:	
Pruning of trees located in the Green Space Lot in the southeast corner of the intersection of Woodcreek Drive and Champions Circle.	\$ _____
Removal of Ball Moss	\$ _____
Percentage of Discount if base bid and all alternate bids are awarded.	_____ %

The successful bidder will provide the lowest flat rate for the above described work, provide a listing of private properties requiring access for cutting and where branch collar cuts will be required, and include adherence to safety standards and disposal of all cuttings. When Oak Wilt is observed within 100 yards, tools must be cleaned between each property line. Oak wilt is active at the Augusta Park location.

Company Name: _____

Company Address: _____

Company Phone/Alternate Number: _____ / _____

Printed Name and Title of Company Official: _____

Signature of Authorizing Company Official: _____

Attachment: Copy of Workers Compensation Insurance, Copy of Certificate of Liability Insurance, Copy of National/State Standards, Copy of Certifications/Licenses/Degrees



**City of Woodcreek
Bids for Tree Pruning in Various Areas**

Base Bid:	Bid
Pruning of trees located in the Memorial Plaza located in the northeast corner of the intersection of Woodcreek Drive and Deerfield Drive.	<u>\$1400.00</u>
Removal of Ball Moss (if performed at the same time as trimming)	<u>\$250.00</u>
Alternate A:	
Pruning of trees located in the Triangle Area located at the intersection of Woodcreek Drive and Brookhollow Drive.	<u>\$3400.00</u>
Removal of Ball Moss (if performed at the same time as trimming)	<u>\$800.00</u>
Alternate B:	
Pruning of trees located in Augusta Park located at the intersection of Augusta Drive and Augusta Lane.	<u>\$2400.00</u>
Removal of Ball Moss (if performed at the same time as trimming)	<u>\$600.00</u>
Alternate C:	
Pruning of trees located in the Green Space Lot in the southeast corner of the intersection of Woodcreek Drive and Champions Circle.	<u>\$2400.00</u>
Removal of Ball Moss (if performed at the same time as trimming)	<u>\$600.00</u>
Percentage of Discount if base bid and all alternate bids are awarded.	<u>2.5 %</u>

The successful bidder will provide the lowest flat rate for the above described work, provide a listing of private properties requiring access for cutting and where branch collar cuts will be required, and include adherence to safety standards and disposal of all cuttings. When Oak Wilt is observed within 100 yards, tools must be cleaned between each property line. Oak wilt is active at the Augusta Park location.

Company Name: Tex Star Trees and Landscapes
Company Address: 12 Huchleberry Ln. Wimberley, TX 78676
Company Phone/Alternate Number: 512-694-6607, N/A
Printed Name and Title of Company Official: Carey Whitten, President

Signature of Authorizing Company Official: C. Whitt

Attachment: Copy of Workers Compensation Insurance, Copy of Certificate of Liability Insurance, Copy of National/State Standards, Copy of Certifications/Licenses/Degrees

PO Box 73909, Cedar Rapids IA 52407

POLICY NUMBER: 84309966

ACCOUNT NUMBER: 3000215297

(3) TRADE-PRO FOR CONTRACTORS (SB)

DIRECT BILL -

COMMERCIAL GENERAL LIABILITY COVERAGE PART

ISSUE DATE 07-05-2017	GE6 REPLACEMENT OF 0506	84309966	DECLARATIONS RENEWAL EXTENSION
NAMED TEX STAR TREES & LANDSCAPES		AGENCY & CODE 833526	
INSURED AND ADDRESS 12 HUCKLEBERRY ST WIMBERLEY TX 78676-3002		DEMASTERS-DANIEL INS AGENCY PO BOX 2249 WIMBERLEY TX 78676	
POLICY 12:01 A.M. Standard time	FROM: 08-07-2017	TO: 08-07-2018	And for successive policy periods as stated below.
PERIOD: at your mailing address shown above.			

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment.

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)	\$ 2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT (Any one person or organization)	\$ 1,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT (Any one premises)	\$ 100,000
MEDICAL EXPENSE LIMIT (Any one person)	\$ 5,000

RETROACTIVE DATE (CG 00 02 Only) Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here. (enter date or "None" if no Retroactive Date applies)
 NONE

BUSINESS DESCRIPTION
FORM OF BUSINESS: ___ Individual ___ Joint Venture ___ Partnership ___ Corporation X Other LL COMPANY

Classifications and Locations of All Premises You Own, Rent or Occupy	Codes	Premium Basis	Rates		Advance Premiums	
			Pr/CO	All Other	Pr/CO	All Other
TX LOC# 01 210 CARNEY LN WIMBERLEY, TX 78676-4921		LANDSCAPE GARDENING INCL PR/CO 97047P)	135,000			
\$ 500 PER CLAIM PROPERTY DAMAGE DEDUCTIBLE APPLIES			INCL	6.649	INCL	898
INTERNET SECURITY & PRIVACY CONTINUED ON CG7004						86

PREMIUM BASIS DEFINITIONS	a) Area per 1000 sq ft	c) Total Cost per \$1000	g) Gallons per 1000	m) Admissions per 1000	p) Payroll per \$1000	s) Gross Sales per \$1000	t) Defined Above	u) Units per unit
	Premium Charge Forms	SEE UW7002	SEE UW7002	SEE UW7002	SEE UW7002	SEE UW7002	SEE UW7002	SEE UW7002

Other Forms SEE UW7002
Amend Reason

PREMIUM FOR THIS COVERAGE PART \$ 1,055
Endorsement Adjustment Premium \$

This Declarations Page supersedes and replaces any preceding declarations page bearing the same policy number for this policy period. **X**
 (COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)

CG 70 01 02 05

INSURED COPY

10024670





**City of Woodcreek
Bids for Tree Pruning in Various Areas**

Base Bid:	Bid
Pruning of trees located in the Memorial Plaza located in the northeast corner of the intersection of Woodcreek Drive and Deerfield Drive.	\$ <u>3600⁰⁰</u>
Removal of Ball Moss	\$ <u>540⁰⁰</u>
Alternate A:	
Pruning of trees located in the Triangle Area located at the intersection of Woodcreek Drive and Brookhollow Drive.	\$ <u>4860⁰⁰</u>
Removal of Ball Moss	\$ <u>5940⁰⁰</u>
Alternate B:	
Pruning of trees located in Augusta Park located at the intersection of Augusta Drive and Augusta Lane.	\$ <u>3240⁰⁰</u>
Removal of Ball Moss	\$ <u>2160⁰⁰</u>
Alternate C:	
Pruning of trees located in the Green Space Lot in the southeast corner of the intersection of Woodcreek Drive and Champions Circle.	\$ <u>10,800</u>
Removal of Ball Moss	\$ <u>1,800</u>
Percentage of Discount if base bid and all alternate bids are awarded.	<u>10</u> %

The successful bidder will provide the lowest flat rate for the above described work, provide a listing of private properties requiring access for cutting and where branch collar cuts will be required, and include adherence to safety standards and disposal of all cuttings.

When Oak Wilt is observed within 100 yards, tools must be cleaned between each property line. Oak wilt is active at the Augusta Park location.


Company Name: BARTLETT TREE EXPERTS

Company Address: 1324 OLD MARTIN LANE

Company Phone/Alternate Number: (512) 392-1089 / (512) 665-2532

Printed Name and Title of Company Official: STEVEN AUSTIN

LOCAL MANAGER / ARBORIST REPRESENTATIVE

Signature of Authorizing Company Official: 

Attachment: Copy of Workers Compensation Insurance, Copy of Certificate of Liability Insurance, Copy of National/State Standards, Copy of Certifications/Licenses/Degrees



International
Society
of Arboriculture™
ISA Certified Arborist®

Heather Fojtasek

Certificate Number:

TX-3877A

Expiration Date:

Jun 30, 2018



**City of Woodcreek
Bids for Tree Pruning in Various Areas**

Base Bid:	Bid
Pruning of trees located in the Memorial Plaza located in the northeast corner of the intersection of Woodcreek Drive and Deerfield Drive.	\$ <u>1,880.00</u>
Removal of Ball Moss	\$ <u>1,050.00</u>
Alternate A:	
Pruning of trees located in the Triangle Area located at the intersection of Woodcreek Drive and Brookhollow Drive.	\$ <u>2,880.00</u>
Removal of Ball Moss	\$ <u>915.00</u>
Alternate B:	
Pruning of trees located in Augusta Park located at the intersection of Augusta Drive and Augusta Lane.	\$ <u>2,880.00</u>
Removal of Ball Moss	\$ <u>895.00</u>
Alternate C:	
Pruning of trees located in the Green Space Lot in the southeast corner of the intersection of Woodcreek Drive and Champions Circle.	\$ <u>2,980.00</u>
Removal of Ball Moss	\$ <u>1,095.00</u>
Percentage of Discount if base bid and all alternate bids are awarded.	<u>10</u> %

The successful bidder will provide the lowest flat rate for the above described work, provide a listing of private properties requiring access for cutting and where branch collar cuts will be required, and include adherence to safety standards and disposal of all cuttings.

When Oak Wilt is observed within 100 yards, tools must be cleaned between each property line. Oak wilt is active at the Augusta Park location.

Company Name: Astex Tree Service Inc.

Company Address: P.O. Box 6089 Round Rock Tx 78683

Company Phone/Alternate Number: 512-248-0082 1 512-563-6624

Printed Name and Title of Company Official: _____

Hale Hawkins CEO

Signature of Authorizing Company Official: Hale Hawkins

Attachment: Copy of Workers Compensation Insurance, Copy of Certificate of Liability Insurance, Copy of National/State Standards, Copy of Certifications/Licenses/Degrees



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HEATH NICKES PO BOX 1221 DRIPPING SPRINGS, TX 78620		CONTACT NAME: HEATH NICKES PHONE (A/C, No, Ext): 512-894-0322 E-MAIL ADDRESS: HNICKES@FARMERSAGENT.COM PRODUCER CUSTOMER ID #:		FAX (A/C, No): 512-858-2941
INSURED AUSTEX TREE SERVICES, INC. PO BOX 6089 ROUND ROCK, TX 78683		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : FARMERS TEXAS COUNTY MUTUAL INS COMP		24392
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS		605895579	02/20/2017	02/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes describe under SPECIAL PROVISIONS below					WC STATUTORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

AUSTEX TREE SERVICE, INC
 PO BOX 6089
 ROUND ROCK, TX 78683

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Heath Nickes



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Connie Briones	
SWBC Insurance-Austin 9811 S. IH 35, Bldg 1, STE 100		PHONE (A/C, No, Ext):	FAX (A/C, No):
Austin TX 78744		E-MAIL ADDRESS: certificate.team@swbc.com	
INSURED		INSURER(S) AFFORDING COVERAGE	
Austex Tree Services, Inc. P.O. Box 6089		INSURER A: Capital Specialty Ins Corp	
Round Rock TX 78683		INSURER B: Texas Mutual Ins Co. (Tx W/C) 22945	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 16/17 Master all lines REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CS16002602-01	12/10/2016	12/10/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	TSF0001289028	6/11/2016	6/11/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability includes a blanket automatic additional insured endorsement which provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder which requires such status. General Liability and Workers' Compensation includes a blanket automatic Waiver of Subrogation endorsement when there is a written contract between the named insured and the certificate holder which requires it.

CERTIFICATE HOLDER For Information Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Gary Dudley/CONNIE <i>Gary Dudley</i>