

City of Meadowlakes

AGENDA

City Council Meeting

Tuesday, October 17, 2023 – 6:00 p.m.
Totten Hall, Meadowlakes Municipal Offices
177 Broadmoor St., Meadowlakes, Texas

Notice is hereby given that a Meeting of the City Council of the City of Meadowlakes, Texas, will be held on Tuesday, October 17, 2023, at 6:00 p.m. at Totten Hall, Meadowlakes Municipal Building, Meadowlakes, Texas, at which time the following subjects will be discussed, to wit:

1. **CALL TO ORDER AND QUORUM DETERMINATION**
2. **PLEDGE OF ALLEGIANCE AND PRAYER**
3. **CITIZEN COMMENTS** *(Limited to 15 minutes total on general subjects and agenda-related items. Citizens wishing to address the Council must complete an "Application to Address," which must be submitted to the City Secretary at least thirty (30) minutes before the commencement of the City Council Meeting, and each speaker will be limited to a maximum speaking time of three (3) minutes.*
4. **MONTHLY STANDARD LIVE REPORTS** *(Progress and Status Reports Only.)*
 - A. **Operations in general - City Manager Johnnie Thompson**
 1. **Briefing on current utility operations**
 2. **Ordinance and Animal Control Report**
 3. **Patrol Activity Report**
 4. **Building Committee Report**
 - B. **Briefing on Golf-Klotz**
5. **CONSENT ITEMS** *(The items listed are considered routine and non-controversial by the City Council and may be approved by a single motion of the Council. No separate discussion or action on any of the items is necessary unless the Council desires, at which time the select item(s) may be discussed separately under consent items and separate motion(s).*
 - A. **Minutes of the prior Council Meetings/Workshops**
6. **OLD BUSINESS**
 - A. **Discussion/Action: Update on Renovations of Wastewater Treatment Plant-Thompson**

7. NEW BUSINESS

- A. Discussion/Action: Contract for Solid Waste Collection within the City-Thompson/Matt Myers (Public Sector Solutions Manager, Waste Management of Texas Inc.)**
- B. Discussion/Action: Ordinance 2023-07 - AN ORDINANCE OF THE CITY OF MEADOWLAKES, TEXAS, AMENDING A50-A2-C (SOLID WASTE COLLECTION FEES) AND PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND PROVIDING AN OPENING CLAUSE-Thompson**
- C. Discussion/Action: Resolution 2023-08 Establishing meeting dates and holidays for 2024-Thompson**
- D. Discussion/Action: City Council Rules & Procedures Policy as adopted on March 8, 2016, and amended on April 12, 2016. – Thompson**
- E. Discussion/Action: Authorizing the City Manager to purchase the following budgeted items:**
 - 1. Backhoe/Loader for the Utility Fund at an estimated cost of \$113,000**
 - 2. Debris blower for the Recreation Fund at an estimated cost of \$11,000**
 - 3. Replacement control system for the irrigation system at an estimated cost of \$42,000**
- F. Discussion/Action: Request for approval of amended plat received from Bruce Kunz to amend lots 739A and 740A into lot 740. – Thompson**

COUNCIL & MAYOR ANNOUNCEMENTS about Items of Community Interest

- *Announcements during this agenda item are limited to the following, as authorized under Section 551.0415, Tex. Gov't Code.)*
- *Expressions of thanks, congratulations, or condolence;*
- *An honorary or salutary recognition of a public official, public employee, or other citizens, except that a discussion regarding the change in the status of the person's public employment is not an honorary or salutary recognition for this subdivision;*
- *A reminder regarding a social, ceremonial, or community event organized or sponsored by an entity governing body or an official or employee of the municipality and*
- *Announcements involving an imminent threat to the public health and safety of people in the municipality have arisen after posting the agenda.*

The next City Council meeting is Monday, November 13, 2023, at 6:00 p.m.

8. ADJOURNMENT

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development).

An agenda packet is available for public inspection at City Hall, 177 Broadmoor, Suite A, Meadowlakes, between the hours of 8:00 a.m. through 4:00 p.m., Monday through Friday.

I, Evan Bauer, City Secretary for the City of Meadowlakes, Texas, do certify that this Notice of Meeting was posted at City Hall, in a place readily accessible to the general public at all times, on October 11, 2023, at 5:15 pm and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

/s/ Evan Bauer
Evan Bauer, City Secretary

/s/ Mark Bentley
Mark Bentley, Mayor

PERSONS WITH DISABILITIES WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED AUXILIARY AIDS OR SERVICES ARE REQUESTED TO CONTACT THE CITY SECRETARY'S OFFICE AT (830) 693-6840 FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING TIME.

Posting Removed: _____ **at** _____ **by** _____

(To be recorded upon removal, document retention at City Hall, posting removal date will not be reported via the website)

Ordinance Officer Report

September 2023

Calls/E-mail Received: ordinance line: 2

Security Gate: 0

City Hall: 0

Sheriff Deputy: 0

Car, trailer, golf cart parking violations on the street or driveway or yard

- Citations: 0
- Warning notices: 36
- Verbal Notices: 5

Trash can violations:

- Citations: 0
- Verbal notice: 0
- Door tag: 4

Grass over 6" tall or Tree canopy violation

- Citations: 0
- Warning Notice: 0
- Verbal Notice: 5
- Door Hanger: 190 (Tree canopy), 36 (Grass height)

Misc Ordinance: 0

Submitted by

Mike Ingalsbe

Call about a black lab that was running loose. Had a collar on but no tags. Found the owner and returned her.

Got a call about a dog that went into garage. I picked it up and knew where she belonged as it was same black lab that had gotten out previously.

Call about a dead skunk in the backyard. I went to take care of it but could not locate it.

Call about a dead skunk. Picked it up.

Call from a resident complaining about her neighbor not picking up his dog's droppings in his yard. I explained there was not an ordinance about picking up your own dogs poop in your yard.

Call about a skunk running out of a garage. I went to the house but I could not find the skunk.

Call about a raccoon chasing a lady. Went to investigate and the neighbor told me that the raccoon was startled and was running to its home. I found the raccoon in a culvert by the lake. In fact two little faces looked out at me. No action taken.

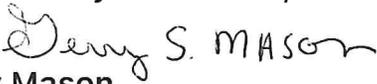
Call about a sick raccoon out during day. Checked it out and had to humanely put it down.

Call about armadillo digging up a yard

Call about a hurt cat in the street on Meadowlakes drive. I picked up the cat and brought to my home. I tried to locate the owners. I made the cat comfortable and petted it. Unfortunately it was injured to much to survive. Since it appeared to be someone's pet I buried it in my backyard. The next day someone saw my post about the cat and she called me. The cat was a neighborhood cat that everyone fed and loved.

Received multiple calls with various concerns.

Respectfully Submitted,


Jerry Mason
Animal Control Officer

PATROL ACTIVITY REPORT SEPTEMBER 2023

DATE	DAY	DEPUTY	START TIME	END TIME	HRS	CITATION	WARNING	VERBAL		Start Mile	End Mile	Total
09/01/23	Fri	Koenning	6:45am	11:45am	5	0	0	0	6:50am-7:09am Monitored school bus loading 7:30am-7:45am Monitored school bus loading 8:53am-9:45am Monitored traffic Meadowlakes Drive @ Broadmoor / Firestone 10:48am-11:20am Monitored traffic Meadowlakes Drive @ clubhouse	88569	88589	20
09/03/23	Sun	Koenning	10:00am	3:00pm	5	0	0	0	10:38am-11:15am Monitored traffic Meadowlakes Drive @ Firestone 12:12pm Checked POA RV & boat storage yard 12:44pm-1:30pm Monitored traffic Meadowlakes Drive @ clubhouse 1:42pm Checked Lakeside Park 2:05pm-2:35pm Monitored traffic Preston Trail @ Granite Row	88589	88608	19
09/07/23	Thu	Koenning	6:45am	9:45am	3	0	0	0	6:53am-7:07am Monitored school bus loading 7:30am-7:45am Monitored school bus loading 7:52am-8:30am Monitored traffic Meadowlakes Drive @ Fairway Lane	88883	88896	13
09/07/23	Thu	Koenning	3:00pm	6:00pm	3	0	0	0	3:29pm-3:46 pm Monitored school bus unloading 3:49pm-4:20pm Monitored traffic Meadowlakes Drive @ clubhouse 4:32pm-4:45pm Monitored school bus unloading 5:07pm-5:35pm Monitored traffic Columbine @ Quail	88896	88907	11
09/12/23	Tue	Koenning	6:30am	9:30am	3	0	0	0	6:53am-7:10am Monitored school bus loading 7:30am-7:45am Monitored school bus loading 8:03am-8:55am Monitored traffic Meadowlakes Drive @ clubhouse	89300	89312	12
09/12/23	Tue	Koenning	3:00pm	6:00pm	3	0	0	0	3:29pm-3:48 pm Monitored school bus unloading 3:50pm-4:25pm Monitored traffic Meadowlakes Drive @Fairway Lane 4:30pm-4:45pm Monitored school bus unloading 5:12pm-5:35pm Monitored traffic Broadmoor @ Lake Circle	89312	89323	11
09/14/23	Thu	Koenning	6:30am	9:30am	3	0	0	0	6:55am-7:12am Monitored school bus loading 7:30am-7:46am Monitored school bus loading 7:52am-8:30am Monitored traffic Columbine @ Quail	89516	89526	10
09/15/23	Fri	Koenning	6:45am	9:45am	3	0	0	0	6:53am-7:09am Monitored school bus loading 7:30am-7:44am Monitored school bus loading 7:48am-8:25am Monitored traffic Meadowlakes Drive @ Firestone	89526	89538	12
09/15/23	Fri	Koenning	3:00pm	6:00pm	3	1	0	0	3:28pm-3:47pm Monitored school bus unloading 3:50pm-4:30pm Monitored traffic Meadowlakes Drive @ clubhouse 4:33pm-4:48pm Monitored school bus unloading. Issued citation for Passing stopped school bus while unloading. (resident) 5:22pm-5:45pm Monitored traffic Broadmoor @ Braeburn Circle	89538	89548	10

PATROL ACTIVITY REPORT SEPTEMBER 2023

DATE	DAY	DEPUTY	START TIME	END TIME	HRS	CITATION	WARNING	VERBAL		Start Mile	End Mile	Total
09/16/23	Sat	Koenning	10:00am	1:00pm	3	0	0	0	11:03am-12:00pm Monitored traffic Meadowlakes Drive @ clubhouse (heavy rain)	89548	89562	14
09/21/23	Thu	Koenning	6:45 AM	9:45am	3	0	0	0	6:55am-7:11am Monitored school bus loading 7:30am-7:46am Monitored school bus loading 8:27am-9:10am Monitored traffic Meadowlakes Drive @ Firestone	89675	89685	10
09/22/23	Fri	Koenning	6:45am	9:45am	3	0	0	0	6:55am-7:09am Monitored school bus loading 7:30am-7:43am Monitored school bus loading 7:57am-8:30am Monitored traffic Firestone @ Firestone Place 8:57am-9:30am Monitored traffic Meadowlakes Drive @ clubhouse	89685	89696	11
09/25/23	Mon	Koenning	6:45am	9:45am	3	0	0	0	6:55am-7:10am Monitored school bus loading 7:30am-7:42am Monitored school bus loading 7:52am-8:30am Monitored traffic Meadowlakes Drive @ Broadmoor (South)	89696	89707	11
09/25/23	Mon	Koenning	3:00pm	6:00pm	3	0	0	0	3:29pm-3:45pm Monitored school bus unloading 3:57pm-4:25pm Monitored traffic Meadowlakes Drive @ clubhouse 4:35pm-4:48pm Monitored school bus unloading 4:56pm-5:25pm Monitored stop sign traffic Meadowlakes Drive @ Columbine	89707	89717	10
09/29/23	Fri	Koenning	6:30am	9:30am	3	0	0	0	6:54am-7:06am Monitored school bus loading 7:30am-7:44am Monitored school bus loading 7:48am-8:30am Monitored traffic Meadowlakes Drive @ Fairway Lane	89998	90008	10
09/29/23	Fri	Koenning	3:00pm	6:00pm	3	0	0	0	3:28pm-3:47pm Monitored school bus unloading 3:53pm-4:25pm Monitored traffic Meadowlakes Drive @ clubhouse 4:30pm-4:43pm Monitored school bus unloading 5:13pm-5:35pm Monitored traffic Preston Trail @ Granite Row	90008	90019	11
09/30/23	Sat	Koenning	11:00am	2:00pm	3	0	0	0	11:18am Checked POA RV & boat storage yard 12:37pm-1:25pm Monitored traffic Meadowlakes Drive @ clubhouse	90019	90032	13
TOTALS					55	1	0	0				208

Building Committee Report

September-23

Authorized By: Steve Nash,
Building Committee Chairman

Approved Permits	<i>Issued</i>		<i>Outstanding Under Const.</i>
Deck			
Fence	1		2
Remodel			3
New Construction			3
Variance			
Patio Cover/Remodel			
Arbor/Pergola	1		1
Swimming Pool/Hot Tub			2
Boat dock/jet ski lift			1
Play Scape			
Other			
Plat Amendment			
Consultation			
Permit Revision			
Total	2		12
Applications Denied/abled			
Deck			
Fence			
Remodel			
New Home			
Variance			
Patio Cover/Enclosure			
Arbor			
Swimming Pool/Hot Tub			
Play Scape			
Other - boat dock			
Plat Amendment			
Consultation			
Permit Revision			
Total			

City of Meadowlakes
City Council Public Hearings and Stated Meeting Minutes
September 19, 2023 – 6:00pm
Totten Hall, Meadowlakes Municipal Offices
177 Broadmoor Street, Meadowlakes, Texas

The City Council of the City of Meadowlakes held their Public Hearings and Regular Meeting at Meadowlakes Municipal Building in Totten Hall on September 19, 2023, beginning at 4:30 p.m. in accordance with the duly posted notice of said meeting.

Present:

Mark Bentley, Mayor
Jess Lofgreen, Councilmember
Barbara Peskin, Councilmember
Jerry Drummond, Councilmember
Roxanne Morgan, Councilmember

Absent:

Garrett Wood, Councilmember

Staff:

Johnnie Thompson, City Manager
Evan Bauer, City Secretary
Debbie Holley, Treasurer

1. **CALL TO ORDER AND QUORUM DETERMINATION.** Mayor Bentley called the public hearings to order at 4:31 pm and announced the presence of a quorum.
2. **PLEDGE OF ALLEGIANCE AND PRAYER.** Mayor Bentley led Council and staff in the Pledge of Allegiance and Councilmember Morgan led the prayer.
3. **ACTION/DISCUSSION: PUBLIC HEARING ON PROPOSED TAX RATE FOR FISCAL YEAR 2023.** Mr. Thompson gave a presentation over the uses of ad valorem taxes, what property owners' taxes are used for, and how it will affect the average homeowner. The proposed tax rate for FY23 is \$0.1374 per \$100 taxable valuation, \$0.10 less than last year's rate, generating about \$28,000 more revenue than CY22. A copy of this presentation can be viewed at City Hall.
4. **PUBLIC HEARING ON PROPOSED FISCAL YEAR 2024 BUDGET.** Multiple workshops have been held to develop the FY24 budget. Mr. Thompson presented the proposed budget, which was filed on August 16, 2023. Texas Local Government Code requires cities to adopt a budget each fiscal year, and the proposed FY24 budget covers operating revenues and expenditures for the General, Debt Service, Utility, and Recreation Funds. It also reflects an M&O tax rate \$0.10 less than last year's rate and does not reflect any water or sewer rate increases. A copy of Mr. Thompson's presentation can be viewed at City Hall.
5. **CITIZEN COMMENTS.** Resident Georgina Christy addressed council regarding agenda item 9-H. She is disappointed that council has not held an open forum so that residents could ask questions, and get answers, related to the issuance of COs. Ms. Christy also discussed the proposed design of the restaurant and pool area and thinks it should be scaled down quite a bit and that discussions

should be held regarding ways to do this.

Resident and avid golfer, Jim Ryno, addressed council about some of the issues that he and other golfers have observed on golf course such as bumpy/rough greens with foreign grasses, the fairways becoming scarce of grass, and an irrigation system in need of repair. Mr. Ryno mentioned that Mr. Thompson, Mayor Bentley and others have met to discuss a plan moving forward and they seem to think that the majority of the problems are due to an extremely hot summer and a lack of water and should be able to be repaired with irrigation.

6. MONTHLY STANDARD LIVE REPORTS *(Progress and Status Reports Only.)*

A. Operations in general - City Manager Johnnie Thompson

1. Ordinance reports – In September, the Ordinance Officer responded to 3 calls. 28 warning notices were issued regarding parking violations in the street/driveway and 3 verbal conversation were held. 1 warning notice was left regarding trash cans being left out past the allowed time or being seen from the street and 1 conversation was held.

In September, our Animal Control Officer received several calls about skunks that were out during the day which is not normal; they were all put down. He received several calls about loose or unleashed dogs. There was one call received about a dog that was sprayed by a skunk. The owner was given the name of a skunk odor remover. Several calls were received about armadillos digging in yards. No rabid animals were reported in September.

2. Patrol Activity Report - In September, officer Koenning logged 38 hours and 138 miles. There were no citations issued. 2 verbal warnings were issued.
3. Building Committee Report – In September, the Building Committee issued 3 permits; 1 pergola and 2 fence. Currently, there are 12 ongoing projects within the City.

B. Briefing on Golf Operations – In response to Mr. Ryno’s comments, Mr. Klotz reported that his staff, along with volunteers, will begin looking for the irrigation heads that are not working and will also check the pumps. It’s his goal to get irrigation to all 18 tee boxes. Mr. Klotz also let council know that operations are running smoothly and they continue to be busy.

7. CONSENT ITEMS *(The items listed are considered to be routine and non-controversial by the City Council and may be approved by a single motion of the Council. No separate discussion or action on any of the items is necessary unless desired by Council; at which time the select item(s) may be discussed separately under consent items and separate motion(s).)*

- A. Minutes of the prior Council Meetings/Workshops
- B. September financial reports

After discussion, Councilmember Drummond made a motion to approve the minutes of the August meeting as presented. The motion was seconded by Councilmember Peskin and carried unanimously. Councilmember Lofgreen made a motion to approve the August financials as presented. The motion was seconded by Councilmember Peskin and carried unanimously.

8. OLD BUSINESS.

- A. Discussion/Action: Update on Renovation of Sewer Treatment Plant.** Mr. Thompson informed council that progress is being made on the renovation of the plant and other related improvements. The project consists of renovating one of the City's two wastewater treatment plants, upgrading the sludge handling processes, and making other improvements to the City's wastewater collection system. This project is budgeted to cost \$507,000. A grant related to the COVID pandemic is providing the majority of the funding for this project.

9. NEW BUSINESS

- A. Discussion/Action: Ordinance 2023-03 – Amending Fiscal Year 2023 Budget.** This Ordinance amends the fiscal year 2023 budget to reflect anticipated revenues, expenses, and other capital purchases that council had previously approved. It is anticipated that both the General Fund and the Utility Fund will end the fiscal year with net gains. Due to unexpected repairs to the irrigation system, the Recreation Fund is expected to end with having to use its reserves to balance its budget. After discussion, Councilmember Peskin made a motion to approve Ordinance 2023-03 as presented. The motion was seconded by Councilmember Lofgreen and carried unanimously.

- B. Discussion/Action: Ordinance 2023-04 – Adoption of Fiscal Year 2024 Budget.** This budget is similar to the one filed on August 16, 2023 with only a few line item changes that are reflected in the proposed amendments to the FY23 budget, as well as each fund's anticipated cash reserves. After discussion, Councilmember Peskin made the following motion:

I move to ratify that the Fiscal Year 2024 Budget will raise \$28,000 more in operation and maintenance ad valorem tax income than last year.

The motion was seconded by Councilmember Drummond and carried unanimously. A second vote must be taken since more income will be generated from ad valorem taxes for maintenance and operational purposes than in fiscal year 2023. This vote is to approve Ordinance 2023-04 which adopts the FY2024 budget. Councilmember Peskin made a motion to approve Ordinance 2023-04 as presented. The motion was seconded by Councilmember Drummond and carried with votes from Councilmembers Lofgreen and Morgan. Councilmember Wood was absent.

- C. Discussion/Action: Ordinance 2023-05 – Adoption of Ad Valorem Tax Rate for 2023.** In August, the proposed tax rate was established at \$0.1374 per \$100 taxable valuation for maintenance and operation. There will be approximately \$526,000 generated from ad valorem taxes and this will be used by the General Fund. Unlike in previous years, a tax for debt service will not be levied. The proposed tax rate will generate about \$28,000 more in ad valorem taxes than budgeted for the current fiscal year. After discussion, Councilmember Peskin made a motion to approve Ordinance 2023-05 as presented. The motion was seconded by Councilmember Drummond and carried with votes from Councilmembers Lofgreen and Morgan. Councilmember Wood was absent.

- D. Discussion/Action: Consideration of changing the date of the November and December 2023 council meetings.** The November and December meeting dates fall on the Tuesday before Thanksgiving and Christmas. Due to possible conflicts, discussion was held regarding changing the meeting dates to the second Monday of November and December. After discussion, Councilmember Lofgreen made a motion to change the dates to November 13th

and December 11th at 6pm. The motion was seconded by Councilmember Peskin and carried unanimously.

E. Discussion/Action: Ordinance 2023-06-Establishing Golf Course Rates and Fees. During the budgeting process, discussion was held about increasing golf-related fees slightly to cover the cost of processing credit cards. All rates and fees were increased by 3% and daily rates were increased by \$2 per round. There is no change in range ball rates or cart rentals. After discussion, Councilmember Drummond made a motion to approve Ordinance 2023-06 as presented. The motion was seconded by Councilmember Lofgreen and carried unanimously.

F. Discussion: Golf course condition and irrigation issues. Mr. Thompson discussed with council the condition of the golf course. The irrigation system is having problems; one of the two 50-horse power pumps will need to be replaced. It has already been ordered. The cost for this will be expensed out in FY23. Another issue that needs attention is the control system to the pump station. The cost for this is budgeted for in the FY24 Recreation Fund budget. This was only a discussion item; no action was needed by council.

G. Discussion/Action: Resolution 2023-07 – Appointment of members to the Planning and Zoning Commission and Public Facility Corporation and the confirmation of appointments to the Building Committee. On October 31st, the terms of several members of the Building Committee, the Planning and Zoning Commission and the PFC are set to expire. Each member serves two-year terms. Mr. Thompson recommends the reappointment of Mike Shaw, Bob Henderson and Anthony Sosinski to the Building Committee. Council must confirm these appointments. Mr. Thompson recommends that Steve Nash be reappointed as Deputy Building Official. Seeking appointment/reappointment to the Planning and Zoning Commission are Bob Powers, David Hellman and David Williams. Mr. Hellman and Mr. Williams will be filling vacancies. Seeking reappointment to the Public Facility Corporation are Jess Lofgreen, Barbara Peskin and Johnnie Thompson. After discussion, Councilmember Lofgreen made a motion to approve Resolution 2023-07 which appoints and reappoints members to the Building Committee, Planning and Zoning Commission and the PFC as presented. The motion was seconded by Councilmember Morgan and carried unanimously.

H. Discussion/Action: On the Following items as submitted by Councilmembers Morgan and Drummond:

- 1. The language going to the voters and how/why it is different from the wording on which we voted in relation to the certificates of obligation, including the failure to include language concerning rebuilding of the restaurant and golf shop, which were the main expenditures.** Mayor Bentley explained that the City's Bond attorneys drafted the wording for the ballot. City personnel is not involved in ballot language.
- 2. The letter from the golfers and how it relates to the information provided by David concerning the golf course.** This was addressed earlier in the meeting.
- 3. The purchase of additional mower, in addition to the one we already discussed, and additional expenditures for golf course.** This was addressed earlier in the meeting.
- 4. The recent expenditures for repairs and updates to water main and wastewater system, purchase of elevated tanks (\$300,000) and reasons for failures and breakages of mains and wastewater plant.** This was addressed earlier in the meeting.
- 5. The vote, or provision not requiring a vote, on the budget.** The budget was already voted on.
- 6. Reduction of capital expenditures as possible considering the recent expenditures.** This was addressed earlier in the meeting.

7. Scheduling of question and answer (townhall) meetings concerning the certificates of obligation to be addressed by City Council including someone to speak to financial concerns.

Discussion was held and this might be a possibility. No action was taken.

8. POA has attorney at POA meeting with Q and A to discuss certificates of obligation on October 14th. Discussion was held regarding the upcoming POA annual meeting and the Q&A session.

9. Creation of a "plan B" for clubhouse, restaurant, pools, golf shop etc. Discussion was held and no action was taken.

10. Hiring of architect for pools. Discussion was held and no action was taken.

I. Discussion/Action: Closed session per Section 551.074 (Personnel Matters) review of City Manager Johnnie Thompson. Mayor Bentley adjourned council to closed session at 7:20pm. Mayor Bentley reconvened the regular meeting at 7:40pm and announced that council agreed on a new salary for the City Manager.

8. ADJOURNMENT/ANNOUNCEMENTS: Mayor Bentley adjourned the meeting at 8:10 pm.

Approved: _____
Mayor, Mark Bentley

Date: October 17, 2023

Attest: _____
City Secretary, Evan Bauer

Date: October 17, 2023

City of Meadowlakes

COUNCIL MEMORANDUM

October 17, 2023, City Council Meeting

Date: October 10, 2023
To: Honorable Mayor Bentley and City Council Members
From: Johnnie Thompson, City Manager
Subject: **6-A-Update on Renovations of Wastewater Treatment Plant**

SUBJECT:

Please find below a brief update on the renovation of the sewer treatment plant:

- The two new blowers for the treatment plant are expected to be ready for pickup by the end of the month. They are nearing the end of the manufacturing process.
- We have received a portion of the equipment order to enhance our sludge dewatering system. Hopefully, all items will be delivered by the end of the month.
- The new control panel for the Broadmoor lift station is still in production and should be delivered within the next few weeks.
- Scott is currently investigating an alternative to reworking our drying beds for sludge dewatering. The process he is investigating would eliminate much of the labor in handling our sludge.

I will give you a live update at your meeting on Tuesday.

RECOMMENDED ACTION:

No action is anticipated.

City of Meadowlakes

COUNCIL MEMORANDUM

October 17, 2023, City Council Meeting

Date: October 9, 2023
To: Honorable Mayor Bentley and City Council Members
From: Johnnie Thompson, City Manager
Subject: Agenda Item 7-A-Agreement With Waste Management of Texas, Inc. for Solid Waste Collection

Approval for Legal Counsel: Yes

SUBJECT:

In December 2020, we signed a 3-year agreement with Waste Management of Texas, Inc. The agreement began on January 1, 2021, and will end on December 31, 2023. The original agreement included an option to extend one more year, but Waste Management of Texas has decided to present a new agreement for our consideration instead. The new agreement is similar to the existing one, except for the compensation terms, which have changed. Our legal counsel is currently reviewing the new agreement. Under the existing agreement, Waste Management of Texas would receive a 3% increase in compensation each year. However, last year, we provided them with an additional 3% increase on top of the agreed-upon 3%.

Under the new agreement, there will be a one-time increase of about \$8.11, representing a 39% monthly increase. Future increases will be determined based on the Consumer Price Index and fuel adjustments. Waste Management customers under similar agreements will see a 10% price increase next year.

Mr. Matt Myers, Public Sector Solutions Manager for Waste Management, will be at your meeting to discuss the agreement in more detail.

RECOMMENDATION:

Staff recommends the proposed contract be accepted.

ATTACHMENTS:

Letter from Waste Management, Inc. regarding not extending existing contract

A draft copy of the proposed 3-year contract with Waste Management, Inc. for solid waste collection within the City is attached.



WM
9708 Giles Rd
Austin, Texas 78754

Sent Via Hand Delivered and Certified Mail

September 18, 2023

Johnnie Thompson
City Manager
City of Meadowlakes
117 Broadmoor St, Suite A
Meadowlakes, Texas 78654

Re: Municipal Solid Waste Agreement with Waste Management of Texas, Inc ("WM").

Mr Thompson,

WM is proud to be the current provider of residential solid waste, recycling and bulk collection services for the City of Meadowlakes ("City"). Together, we partner to provide comprehensive collection services to the residents of your community. WM prefers to consider itself an extension of the City's service infrastructure and not simply a "third party vendor".

Although WM would normally welcome the opportunity to extend our current Agreement beyond December 31, 2023's expiration date, the economic realities involved with our existing Agreement and current inflationary economy necessitate a change in rates and some contract terms and conditions. This letter will serve as Waste Management of Texas, Inc.'s notice to the City of Meadowlakes of its intent not to automatically renew the existing Agreement under the current terms and conditions. WM requests the opportunity to discuss the proposed changes as described below and within the attached documents with the goal of reaching mutual agreement on a new contract.

1. WM requests an adjustment to the residential collection Base Rate to reflect the current market and to offset the historic inflationary pressures WM has absorbed over the past three (3) years. A summary of these inflationary pressures is included in this letter. WM would like to propose a new residential collection rate of \$28.85 per home per month. If agreed to, the inflationary adjusted base rate would become effective on January 1, 2024.
2. WM requests a revision of the Annual Modification of Rates section of our current Agreement as it relates to Consumer Price Index (CPI) and a Fuel Index formula.
 - a. Following the first year of the new Agreement and every year thereafter, WM proposes to calculate the annual rate adjustment formula by utilizing the change in the most recent 12-month annual average value compared to the previous year's 12-month average for both the CPI and Fuel indexes.

At the City's request, WM will provide a draft Agreement with the suggested updates for the City's review and comment. WM is available to participate in follow up meetings to further discuss and/or clarify the issues identified in this proposal. It is WM's sincere hope to



WM
9708 Giles Rd
Austin, Texas 78754

continue our relationship beyond the conclusion of the current term of our Agreement
(December 31, 2023).

Thank you for your thoughtful consideration of the enclosed.

Respectfully,

A handwritten signature in black ink, appearing to read "Matt Myers", is written over the word "Respectfully,".

Matt Myers
Public Sector Solutions Manager
Waste Management of Texas, Inc.
Mmyers9@wm.com
D: 512-647-9853

MUNICIPAL SOLID WASTE AGREEMENT

This Municipal Solid Waste Agreement (this "Agreement") is entered into as of the 1st day of January 2024, between the **CITY OF MEADOWLAKES, TEXAS** ("City"), a Municipal Corporation of Burnet County, Texas, acting by and through its duly authorized City Manager, and **WASTE MANAGEMENT OF TEXAS, INC.** (the "Contractor"), acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, City desires to grant to Contractor the exclusive right to continue operating and maintaining the service of collection, transportation, and disposal of residential and commercial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges, and public properties of the City, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to continue operating and maintaining the service of collection and transportation of residential and commercial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges, and public properties of the City, subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. DEFINITIONS:

- 1.01. **Bulky Waste:** Furniture, bicycles (without tires), refrigerators that have CFCs removed by a certified technician, stoves, Bundles, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods. *Each Bulky Waste item should not be larger or weigh more than two persons could safely lift and deposit into the collection truck.*
- 1.02. **Bundle or Bundles:** Tree, shrub and brush trimmings securely tied together forming an easily handled package, not to exceed three (3) feet in length or thirty-five (35) pounds in weight. Tree limbs shall be no more than 3 inches in diameter. Bundles will be collected as part of Bulky Waste collection.
- 1.03. **City:** The City of Meadowlakes, Texas.
- 1.04. **Construction Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.

- 1.05. **Contractor:** Waste Management of Texas, Inc.
- 1.06. **Customer:** The owner or tenant of a Residential Unit located within the City and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.
- 1.10. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.11. **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.
- 1.12. **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units.
- 1.13. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- 1.14. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.
- 1.15. **Material Recovery Facility (MRF):** A facility that receives and processes Single Stream Materials for resell, reuse, or recovery.
- 1.16. **Medical Waste.** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).
- 1.17. **Non-Recyclables:** Any materials in the Single Stream Materials that are not Recyclables.
- 1.18. **Overloaded Cart** shall mean a Service Unit's Solid Waste or Recyclables Cart that is overloaded or overfilled such that (i) the lid will not close completely and is lifted twelve inches (12") or more or (ii) items such as lumber, branches, long metal objects, or similar items are sticking out of the Cart and could injure the Contractor's driver or damage Contractor's truck by falling out of the Cart when lifted and dumped into the collection truck.
- 1.19. **Polycart or Cart:** A rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.

120. **Recyclable Material or Recyclables:** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material.
121. **Recycling Container:** A Contractor owned rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Recycling Container and its contents shall not exceed 175 lbs.
122. **Refuse:** Same as Rubbish.
123. **Residential Unit:** A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
124. **Residential Waste:** All Refuse, Garbage and Rubbish generated by a Customer at a Residential Unit, excluding Unacceptable Waste.
125. **Rubbish:** Non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
126. **Single Stream Materials** means all materials deposited by a Customer in the Customer's Recycling Cart or Container, including any Recyclables and Non-Recyclables.
127. **Solid Waste or Waste:** All Residential Waste and Commercial Waste to be collected by Contractor pursuant to this Agreement. The term "Solid Waste" or "Waste" specifically excludes Unacceptable Waste.
128. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in

bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) residue and debris from the cleanup of a spill or release of chemical(s), or (H) any other waste defined by applicable law, rule or regulation as "Special Waste."

- 1.29. **Third Party Provider:** A commercial business enterprise or commercial service provider providing services to Residential Units.
- 1.30. **Unacceptable Waste:** Any waste or material that (i) the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, (ii) substantial damage to Contractor's equipment or facilities, or (iii) contains information (in hard copy or electronic format) that is protected or regulated under any local, state or federal privacy or data security laws, including without limitation, the Health Insurance Portability and Accountability Act (HIPAA), or (iv) presents a danger to the health or safety of the public or Contractor's employees, and/or (v) is or contains Hazardous Waste, Special Waste, untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, or (vi) is or contains solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, or (vii) is soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements, or (viii) results from activities associated with the exploration, development, or production of oil or gas or geothermal resources.
- 1.31. **Unusual Accumulations or Overage:** As to Residential Units (Overloaded Carts), it shall mean a Service Unit's Solid Waste or Recyclables Cart that is overloaded or overfilled such that (i) the lid will not close completely and is lifted twelve inches (12") or more or (ii) items such as lumber, branches, long metal objects, or similar items are sticking out of the Cart and could injure the Contractor's driver or damage Contractor's truck by falling out of the Cart when lifted and dumped into the collection truck. Contractor shall have the right to take a digital photo of the Unusual Accumulations/Overage and charge any necessary fees to the City, as described in Schedule A. As to Commercial Units, any Waste located outside the Dumpster regularly used for such collection service or in excess of the applicable weight limits of the Dumpster. Contractor shall have the right to take a digital photo of the Unusual Accumulations/Overage and charge any necessary fees to the Commercial Unit customer, as described in Schedule A.

Commented [MR1]:

2. GRANT OF EXCLUSIVE FRANCHISE:

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the City to conduct business for the purpose of collection and disposal of Waste from Residential Units, and collection of Recyclable Materials from Residential Units, subject to the terms hereof, including any tracts, territories and areas hereafter annexed to or acquired by City. This Agreement does not include and Contractor does not have the exclusive right to (i) provide Waste collection services using roll-off containers, (ii) provide compactors to any Customer, or (ii) collect Special Waste or Construction and Demolition Waste using roll-off containers

or compactors.

3. **TERM:**

The term of this Agreement shall commence **January 1, 2024** (“Commencement Date”), and continue remain in full force and effect for a period of three (3) years through December 31, 2027; provided, however, the term of this Agreement shall automatically extend without further action of the parties for up to one additional three year term , unless, not less than ninety (90) days before the termination of the then current term, one party advises the other in writing of its desire to terminate this Agreement at the conclusion of the then current term of the Agreement.

4. **RATES:**

Contractor is authorized to charge, and shall receive from the City, the rates set forth on **Schedule “A”** attached hereto and incorporated herein by reference (“Base Rates”). The Base Rates are subject to adjustment as set forth in Section 8 below.

5. **CONTRACTOR SERVICES:**

5.01 **Residential Collection:**

Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart one (1) time per week during the term of this Agreement. All Waste must fit within the Polycart with the lid fully closed.

(a) Construction Debris generated at a Residential Unit by a Third-Party Provider shall be deemed Commercial Waste. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Third-Party Provider, shall be subject to the Bulky Waste limitations set forth in this Agreement.

5.02 **Residential Bulky Waste and Bundle Collection:**

Contractor shall provide every other week collection service to Residential Units for the collection of Bulky Waste and Bundles during the term of this Agreement. Contractor agrees to collect up to, but not to exceed, a total of four (4) cubic yards of Bulky Waste and/or Bundles from each Residential Unit. Contractor shall have no obligation to collect any Bulky Waste and Bundles in excess of the above volumes, or any Construction Debris generated by a Third Party Provider hired by a Customer and generated and located at that Residential Unit. Bulky Waste and Bundles shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

5.03 **Residential Recyclables Collection:**

(a) Contractor shall provide every other week collection of Residential Unit Recyclables placed in Recyclable Containers set curbside for collection. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Container. In

addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste.

(b) **Recyclables Specifications.** The following are materials that Contractor will accept when deposited in a Recyclables Container. These Recyclables must be dry, loose (not bagged), unshredded, empty and only include the following:

Aluminum cans	Glass food and beverage containers – brown, clear, or green
Steel and tin cans	PET plastic containers with the symbol #1 – with screw tops only
HDPE natural rigid plastic containers with the symbol #2 (milk and water bottles)	HDPE pigmented rigid plastic containers with the symbol #2 (detergent, shampoo bottles, etc.)
PP plastic bottles and tubs with symbol #5	Mail
Old corrugated containers	Uncoated printing, writing and office paper
Magazines, glossy inserts and pamphlets	Uncoated paperboard (ex. cereal boxes; snack boxes)

Non-Recyclables include, but are not limited to the following:

Plastic Bags and Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors, light bulbs, window or auto glass	Porcelain and ceramics
Plastics not listed above including those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils	Expanded polystyrene or polystyrene foam (e.g., foam packing peanuts)
Glass and metal cookware/bakeware	
Plastic bags	Coat hangers
Propane tanks, batteries, hoses, cords, wires	Films (e.g., plastic grocery bags)
Napkins, paper towels, tissue, paper plates	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials; foam products	Needles, syringes, IV bags or other medical supplies
Unacceptable Materials	Fiber containing, or that has been in contact with, food debris or other contaminating material
Any recyclable materials, or pieces of recyclable materials, less than 4” in size in any dimension	Textiles, cloth, or any fabric

Contractor will deliver the materials deposited into the Recyclables Containers to the Balcones Resources recycling facility (“BRRF”) for handling, sorting, processing, and selling. If the BRRF imposes new charges, unforeseen charges, or increases its charges for the materials delivered by Contractor under this Agreement, such charges are “pass-on” costs that Contractor has the right to pass-on to the City. The BRRF may reject in whole or in part, or may process, in its discretion, materials not meeting the specifications, and City shall pay and reimburse Contractor for all costs, expenses, and charges the BRRF passes through to Contractor with respect to such non-conforming Recyclables, including charges for handling, processing, transporting and/or disposing of such non-conforming Recyclables. The City acknowledges that Contractor may face unforeseen charges or increases that the BRRF passes-on based on the recycling market, the quality of the materials collected within the City, and/or uncontrollable circumstances, including without limitation, changes in law, and the City agrees to pay these charges. Contractor reserves the right upon notice to the City to discontinue acceptance of any category of Recyclables

that the BRRF will no longer accept due to market conditions related to such material.

The BRRF has the right to dispose of all residue and contamination resulting from or remaining after processing of the materials. The market for Recyclables continues to evolve and is volatile; as such, neither the Contractor nor BRRF can make any representations as to the marketability of the Recyclables, and when no reasonable commercial market exists for a commodity, the BRRF reserves the right to dispose of that material. Contractor also reserves the right to add or delete materials from the list of Recyclables based upon requests or demands from the BRRF, changes in market conditions, uncontrollable circumstances, governmental restraint, or changes in laws, rules, regulations, or ordinances, and Contractor will provide written notice to the City of those changes. In the event that a change in applicable law or a material change in market conditions that has the effect of materially altering the terms of this Agreement or substantially affects the benefit(s) bargained for by the parties, the parties agree to amend the terms of the recycling portion of the Agreement to reflect the current market or legal conditions.

5.04 **Residential Carts:**

(a) Contractor shall provide one (1) Polycart and one (1) Recycling Container to each Residential Unit. Polycarts and Recycling Containers (together, the "Carts") shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.

Commented [MR2]: I deleted this because I'm assuming we've already provided these Carts to occupied residences so the 90 days is not relevant.

(b) Contractor shall not be required to collect (i) any Residential Waste or Recyclables that are not placed in a Polycart, (ii) any Residential Waste or Recyclables from a Polycart that is overloaded by weight or volume, or (iii) a Polycart that is not properly placed curbside.

(c) The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. The Customer shall be responsible for all loss to the Carts, except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment. Any Cart damaged by the contractor during the normal operation and servicing will be replaced by the contract at no cost to the City. Any Cart removed from a Residential Unit shall be deemed lost or stolen, and Contractor shall be entitled to compensation by the City therefor. In the event a Cart should be lost or stolen, Contractor agrees to replace such lost or stolen Cart with a replacement Cart, at a cost of \$65.00, which Contractor shall include in its invoice to the City for payment. Contractor shall provide the City with the addresses to which any lost or stolen Carts belonged within each invoice, as necessary.

5.05 **No Charge Services to City:**

Contractor agrees to provide at no cost the Dumpsters and collection services to the City locations listed in **Schedule B**.

5.06. **Unusual Accumulations/Overage Collection:**

Contractor shall have no obligation to collect Unusual Accumulations/Overage and may charge for the collection of any Unusual Accumulations or Overages, which includes overloaded Dumpsters or Overloaded Carts.

5.07. **Unacceptable Waste:**

Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any Unacceptable Waste shall remain with the generator of such Waste.

6. **COLLECTION OPERATION:**

6.01. **Hours of Operation:**

Collection of Residential Waste shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 6:00 P.M. No collection shall be made on Sunday. Collection of Commercial Waste shall be collected at such hours as may be determined by Contractor. No collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor.

6.02. **Routes of Collection:**

Collection routes shall be established by the Contractor as reasonably approved by City. City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Contractor shall provide to the City route maps for approval by the City, which approval shall not be unreasonably withheld.

6.03. **Holidays:**

The following shall be holidays for purposes of this Agreement:

New Year's Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday.

6.04. **Complaints:**

Customer complaints shall be directed by the City to Contractor, and Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the City, and shall provide the City, on a monthly basis, with a list of complaints indicating the date, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated by Contractor and, if such allegations are verified, Contractor shall endeavor to arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the City shall take appropriate action to cause such Customer to subsequently properly set out such Waste.

6.05. **Collection Equipment:**

Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport Waste from Customers serviced by Contractor in accordance with this Agreement.

6.06. **Disposal:**

The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.

6.07. **Spillage:**

The Contractor shall not be responsible for scattered Waste unless the same has been caused by Contractor during the collection of properly loaded Carts or Dumpsters, in which case all scattered Waste shall be timely collected by Contractor. Contractor is not responsible for spillage caused by or resulting from the collection of overloaded or overfilled Carts or Dumpsters.

6.08. **Vicious Animals:**

Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Waste collection service. Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

6.09. **Protection From Scattering:**

Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of Waste onto public or private property.

6.10. **Point of Contact:**

All dealings and contacts between Contractor and the City shall be directed between Matt Myers, Public Sector Solutions Manager of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the City.

7. BILLING:

(a) City shall provide billing and bill collection services for Residential Units and Light Commercial Units during the term of this Agreement. Within twenty (20) days of the end of each month during which collection services are provided by Contractor, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services rendered under this Agreement to Residential Units for the prior month. In addition, the City shall remit payment to Contractor for invoiced amounts within thirty (30) days after receipt of invoice. All past due invoices shall bear interest at the highest rate permitted by law.

(b) The City shall notify Contractor in writing of any Customer that City direct bills and that has failed to timely pay the City for waste collection services, and Contractor shall have the right to suspend service to such delinquent Customer until notified by the City to resume such services. Contractor shall have the right to suspend service to any Customer that Contractor direct bills that has failed to timely pay Contractor's invoices. If Contractor suspends service to a Customer for failure to timely pay City or Contractor invoices, Contractor has the right to charge a service reactivation fee. If Contractor suspends service to a Customer for failure to timely pay Contractor invoices, Contractor has the right to assess a finance charge or late payment fees if such service to the Customer is reinstated.

8. MODIFICATION TO RATES:

8.01 CPI Adjustment:

Base Rates charged by Contractor for services will remain fixed as set forth on Schedule "A" until December 31, 2024. Beginning on January 1, 2025 ("Anniversary Date") and each Anniversary Date thereafter, the Base Rates for services shall be adjusted by eighty percent (80%) of the average monthly percentage increase that the Consumer Price Index, US City Average for All Urban Consumers, Garbage and Trash, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") has increased over the 12 most recently published months. The C.P.I. published on the first Monday prior to the end of June (or the first business day thereafter if such Monday is a Federal Holiday) shall be used to determine the monthly percentage increase change. The average will be determined by calculating the percentage change in the CPI each month during the applicable 12-month period. Once that average is determined, then the average change for the 12-month period during the prior year will be subtracted and that sum will be multiplied by 80%. The product shall be the CPI adjustment component of the annual modification to Base Rates. In

Commented [MR3]: To be clear, you should probably include language here or on Schedule A that makes it clear how the annual rate increases will occur. If the CPI increase is 5%, does that 5% increase apply to the entire Base Rate (that already includes the FF)? Or, will the 8% FF be subtracted from the Base Rate before the annual increase is determined???

the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

8.02 Fuel Adjustment:

Base Rates charged by Contractor for services will remain fixed as set forth on Schedule "A" until December 31, 2024.. Beginning on January 1, 2025 ("Anniversary Date") and each Anniversary Date thereafter, the Base Rates for services shall be adjusted by 20% of the average percentage increase or decrease in the price of diesel fuel determined by the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast during the applicable 12-month time period (same time period as CPI adjustment; June to May) . The EIA/DOE currently publishes these prices on their website at the following location: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r30_w.htm. The determination of the average price of diesel fuel from the aforesaid website shall be made on the first day of the month (or the first business day if the 1st of the month falls on a weekend or Monday holiday). The average will be computed by calculating the percentage change in the EIA/DOE price each month during the applicable 12-month period. Once that average is determined, then the average change for the 12 month period during the prior year will be subtracted and that sum will be multiplied by 20%. The product thereof shall be the fuel adjustment component of the annual modification to Base Rates.

8.03 Additional Adjustments:

Contractor shall also be entitled to an increase in Base Rates from time to time during the term of this Agreement, and upon thirty (30) days' written notice to the City, to offset any change in conditions which increase the Contractor's costs, including but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the Contractor is to operate, or changes in federal, state, foreign, or local laws, rules or regulations or the interpretation or implementation thereof and other uncontrollable circumstances. Documentation of such increases shall be submitted to the City at its request.

9. CITY'S OBLIGATIONS:

The City agrees to perform all obligations required of the City pursuant to the terms of this Agreement, including, but not limited, the following:

- (a) The City shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement;
- (b) The City shall provide the total number of Residential Units to the Contractor no later than the 25th day of each month (i.e., the total house count to receive Contractor services). Contractor will use that monthly Residential Unit total in its next invoice to the City. If the City fails to provide a number, Contractor has the right to use the prior house count for invoicing purposes. Contractor has no responsibility for any

incorrect house counts provided by the City, but has the right, in its discretion, to verify the Residential Unit count information provided by the City. Any error or mistakes in the Residential Unit count provided by the City to Contractor shall be corrected within six months of the date provided or the mistake is waived and released by both parties;

- (c) The City shall timely pay Contractor pursuant to Section 8 of this Agreement;
- (d) The City shall timely inform Contractor of complaints made by Customers;
- (e) The City shall work with Contractor in good faith to resolve complex Customer service issues; and
- (f) The City shall educate Customers to encourage, promote and obtain proper Waste disposal and recycling as required by this Agreement, including educating Residential Unit Customers to assure proper and timely Waste set out, and proper recycling techniques to minimize commingling of Waste and Recyclables.

10. DISASTER EVENT:

Contractor and City understand and agree that, in the event of a hurricane, tornado, major storm, flood, natural disaster, war, act of terrorism, pandemic, or other Act of God ("Disaster Event"), Contractor shall have no obligation under this Agreement to collect any debris or material resulting from the Disaster Event. The City has the right to engage a contractor of its choice to collect material or debris resulting from a Disaster Event. If the Contractor and City mutually agree that Contractor will collect material and debris resulting from the Disaster Event, the parties will enter into a separate, written agreement that reflects the agreed upon rates, services, and equipment to be used for such services.

11. ENFORCEMENT:

City grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. By granting this right to Contractor, the City in no way reduces its right or obligation to enforce this Agreement or any other City ordinance relating to the collection and disposal of Waste. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by City and/or Commercial Unit Customers. The City agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

12. TERMINATION:

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within thirty (30) days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty (30) day period, and fails to thereafter diligently pursue the curing thereof) (the "Cure

Period"), the non-defaulting party may:

- (a) terminate this Agreement as of any date which the non-defaulting party may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

13. **DISPUTE RESOLUTION:**

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then either party may pursue their claim, dispute, disagreement or controversy in a court with proper venue in the state within which the services are being performed.

14. **FORCE MAJEURE:**

The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

- (a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike, labor or equipment shortages, pandemic or epidemic, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party;
- (b) The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;
- (c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor; or
- (d) A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any domestic or foreign law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling

that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

15. **INSURANCE:**

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The City shall be named as an additional insured under the policies, except for workers' compensation, subject to Contractor's indemnities set forth herein. Contractor shall provide the City with a certificate of insurance reflecting the City's additional insured status and agreeing to give the City at least 30 days' written notice in case of policy termination. The cost of such insurance shall be borne by the Contractor.

Minimum Limits of Insurance:

Type of Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers	As required by law.
Commercial General Liability Bodily Injury/Property Damage	\$1,000,000 \$1,000,000 occurrence combined single limit	\$1,000,000
Commercial Auto Liability	\$1,000,000	\$1,000,000
Bodily Injury/Property Damage	\$1,000,000 each accident combined single limit	
Excess/Umbrella Liability	\$1,000,000 occurrence	\$2,000,0000

16. **INDEMNITY:**

The Contractor shall indemnify the City against any third party claims, actions, or suits, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by this Agreement. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. The Contractor shall have the right to defend or contest any such claim or demand in the name of the City. The City shall cooperate as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit.

17. **OWNERSHIP:**

Title to Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

18. **SEVERABILITY:**

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

19. **PRIOR AGREEMENTS:**

This Agreement contains the entire agreement between the parties hereto with respect to the matter set forth herein. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the parties that this Agreement sets forth the full agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly executed by all parties hereto.

20. **ATTORNEY'S FEES AND VENUE:**

In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this agreement, the prevailing party shall recover its attorney fees and court costs, with venue of any such action to be in Burnet County, Texas.

21. **NOTICES:**

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, or (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If to the City, at:

City of Meadowlakes, , Texas

ATTN: City Manager

If to the Contractor at: Waste Management of Texas, Inc.
Attn: Public Sector Services

with a copy to: CT Corporation System
350 North St. Paul Street
Dallas, Texas 75201

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

EFFECTIVE AS OF THE 1st DAY OF January, 2024.

CITY:

CITY OF MEADOWLAKES, TEXAS

CONTRACTOR:

WASTE MANAGEMENT OF TEXAS, INC.

BY: _____
Title: _____

BY: _____
Title: _____

City of Meadowlakes

COUNCIL MEMORANDUM

October 17, 2023, City Council Meeting

Date: October 9, 2023
To: Honorable Mayor Bentley and City Council Members
From: Johnnie Thompson, City Manager
Subject: **Agenda Item 7-B-Ordinance 2023-07 - AN ORDINANCE OF THE CITY OF MEADOWLAKES, TEXAS, AMENDING A50-A2-C (SOLID WASTE COLLECTION FEES) AND PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND PROVIDING AN OPENING CLAUSE**

SUBJECT:

The proposed Waste Management agreement increases solid waste collection costs by \$8.11 per month for each residential customer.

Ordinance 2023-07 pertains to the monthly increase in fees charged to our customers. As mentioned earlier, the residential customer cost will increase by \$8.11 per month. The Ordinance, as currently drafted, proposes to increase the customer cost by \$8.14 per month and the cost of a second trash container by \$2.25 per month.

The new residential rate effective with the January 2024 monthly billing will be:

Residential Customer with one trash container	\$ 32.10
Second cart	\$ 8.10
Commercial Customer with rollout	\$ 47.50

RECOMMENDATION:

Staff recommends the adoption of Ordinance 2023-07 as drafted.

ATTACHMENTS:

Ordinance 2023-07

City of Meadowlakes

ORDINANCE 2023-07

October 17, 2023

AN ORDINANCE OF THE CITY OF MEADOWLAKES, TEXAS, AMENDING A50-A2-C (SOLID WASTE COLLECTION FEES) AND PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND PROVIDING AN OPENING CLAUSE.

WHEREAS, the City Council of the City of Meadowlakes, Texas, adopted a new Code of Ordinances on June 11, 2013; and

WHEREAS, the City Council wishes to revise a portion of said Code of Ordinances; and

WHEREAS, pursuant to Texas Local Government Code Chapter 51, the City Council has the general power to adopt and publish an ordinance or police regulation that is for the good of its citizens; and

WHEREAS, the City Council finds this Ordinance to be reasonable and necessary;

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

SECTION I. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION II. The City of Meadowlakes Code of Ordinances is hereby amended by amending Appendix A of the Meadowlakes Code as outlined and instructed in attached Exhibit "A."

SECTION III. It is hereby declared to be the intention of the City Council of the City of Meadowlakes, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by a valid judgment or decree of any court or competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the City Council would have enacted the same without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION IV. The City Secretary of the City of Meadowlakes, Texas, is hereby directed to engross and enroll this Ordinance by copying the caption, penalty clause, and effective date clause of this Ordinance in the minutes of the City Council of the City of Meadowlakes and by filing said Ordinance in the ordinance records of the City.

SECTION V. The City Secretary of the City of Meadowlakes is hereby directed to publish the caption, penalty clause, publication clause, and the effective date clause of this Ordinance for one (1) day in the official newspaper of the City of Meadowlakes as authorized by Section 52.013 of the Texas Local Government Code.

SECTION VI. This Ordinance shall take effect on January 1st, 2024, and after publication in accordance with the publication provisions as stated in Section 5 of this Ordinance. The rates will become effective on the date as set forth in Exhibit "A" hereby attached.

SECTION VII. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MEADOWLAKES ON THIS THE 17th DAY OF OCTOBER 2023.

Signed:

Attest:

**Mark Bentley, Mayor
City of Meadowlakes**

**Evan Bauer,
City Secretary**

Exhibit "A"

Amending Appendix, A "Fees, Rates and Miscellaneous Provisions" Section A50 A.1)) "Public works department fees" by striking those phrases to be deleted and inserting those phrases in bold and underlined as set forth below:

Appendix A. Public works department fees.

(C) Solid Waste Collection Fees. The following monthly rates and charges are hereby established for solid waste collection provided by the City, to wit:

Residential Rates:

Customers inside City.

Residential Customers:

A flat rate of ~~\$23.96~~ **\$32.10** per month shall be charged to all occupied homes effective January 1, 2024. Each additional cart charge is an additional ~~\$5.85~~ **\$8.10** per month.

Commercial Customers:

The following monthly rates shall be charged for commercial customers located at 105, 107, and 111 Meadowlakes Drive. A flat rate of ~~\$39.38~~ **\$47.50** is effective January 1, 2024.

City of Meadowlakes

COUNCIL MEMORANDUM

October 17, 2023, City Council Meeting

Date: October 9, 2023
To: Honorable Mayor Bentley and City Council Members
From: Johnnie Thompson, City Manager
Subject: **7-C-Resolution 2023-08 – Establishing Meeting Dates and Holidays for 2024**

SUBJECT:

As you may recall, we moved your November and December Council meeting dates last month due to their proximity to the Thanksgiving and Christmas holidays. I suggest establishing your meeting dates in the latter part of the preceding year to prevent such future changes. Fortunately, you will not have to change your regularly scheduled meeting dates in 2024 to accommodate the holidays.

In addition, the Resolution also establishes the City Holidays for 2024. The City observes the following holidays:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Since Christmas Eve is on a Tuesday and Christmas Day is on a Wednesday, if it is acceptable to you, City Hall would likely be closed on Monday, December

23rd, as well. Each employee would elect to take a day's vacation, or they could work if desired, but City Hall would be closed.

RECOMMENDATION:

Staff recommends the adoption of Resolution 2023-08

ATTACHMENTS:

Resolution 2023-08-Establishing Meeting Dates, Times, and Holidays for 2024

City of Meadowlakes

RESOLUTION 2023-08 October 17, 2023

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF MEADOWLAKES, BURNET COUNTY, TEXAS, ESTABLISHING COUNCIL MEETING DATES, TIMES, AND CITY HOLIDAYS FOR 2024.

WHEREAS, the City Council of the City of Meadowlakes adopted Ordinance 2016-01 amending the City of Meadowlakes Code of Ordinances such that regular meeting times and dates of the Council shall be established by resolution; and

WHEREAS, the City Council of the City of Meadowlakes wishes to establish the date and times for the Council's regularly scheduled monthly meetings; and

WHEREAS, in addition to the establishment of the meeting dates of the Council, the Council wishes to establish the dates of City Holidays for 2024;

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

SECTION I. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION II. The City Council hereby establishes the dates and times of the Council's regularly scheduled monthly meeting and City Holidays for 2024 as indicated on Attachment "A."

SECTION III. It is hereby declared to be the intention of the City Council of the City of Meadowlakes, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph, or section of this Resolution shall be declared unconstitutional by a valid judgment or decree of any court or competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Resolutions, since the City Council would have enacted the same without incorporation in this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION IV. The City Secretary of the City of Meadowlakes, Texas, is hereby directed to engross and enroll this Resolution by copying the caption, penalty clause, and effective date clause of this Resolution in the minutes of the City Council of the City of Meadowlakes and

by filing said Resolution in the records of the City.

SECTION VII. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MEADOWLAKES
ON THIS THE 17th DAY OF OCTOBER 2023.**

Signed:

Attest:

**Mark Bentley, Mayor
City of Meadowlakes**

**Evan Bauer,
City Secretary**

ATTACHMENT "A"

City Council Regularly Scheduled Meeting Date 2024

(All Council Meetings will begin at 6:00 p.m.)

**January 16, 2024,
February 20, 2024,
March 19, 2024,
April 16, 2024,
May 21, 2024,
June 18, 2024,**

**July 16, 2024
August 20, 2024
September 17, 2024
October 15, 2024
November 19, 2024
December 17, 2024**

City of Meadowlakes Holidays for 2024

**January 1, 2024,
March 29, 2024
May 27, 2024,
July 4, 2024
September 2, 2024
November 11, 2024
November 28 & 29, 2024
December 24 & 25, 2024**

**New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Holiday
Christmas Holiday**

City of Meadowlakes

COUNCIL MEMORANDUM

October 17, 2023, City Council Meeting

Date: October 9, 2023

To: Honorable Mayor Bentley and City Council Members

From: Johnnie Thompson, City Manager

Subject: 7-D-Council Rules and Procedures Review

SUBJECT:

Evan provided you with a copy of the Council Rules and Procedures last month. The policy was initially drafted in 2013, but the Council only took action on it in March 2016. The Council made some amendments to the policy in April 2016 to better reflect its policies at adoption. The policy is generally a standard modified to suit the Council's specific needs.

I have added this item to your agenda for your review and any necessary adjustments.

ACTION:

I anticipate formal action only for formalizing any desired changes. After any modifications are made, a revised policy incorporating these changes will be created. This policy will be presented for consideration in November.

ATTACHED:

Copy of Council's Rules and Procedures



City of Meadowlakes

City Council Rules and Procedures



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CITY OF MEADOWLAKES CITY COUNCIL RULES AND PROCEDURES

SECTION I-AUTHORITY

Texas Local Government Code Section 51.01 authorizes a municipality to adopt an ordinance, act, law or regulation, consistent with state law, which is necessary for the municipality, interest and welfare of its citizens and to maintain good order of the entity. In order to provide the framework for the execution of these powers and authority, the following set of rules shall be in effect upon their adoption by the City Council and until such time as they are amended or new rules adopted in the manner provided for by these rules.

SECTION II-GENERAL RULES

2.1 Meetings to be Public. All meetings of the City Council shall be open to the public, with the exception of Executive Sessions.

2.2 City Council. For purposes of these rules, the collective membership of the Mayor and City Councilmembers shall be known as the City Council. Individually, each shall be referred to as Mayor or Councilmember.

2.3 Quorum. Three Councilmembers and the Mayor constitutes a quorum. (LGC §23.027). In the Mayor's absence, any four of the Councilmembers constitutes a quorum. At a special or emergency meeting or a meeting to consider imposition of taxes, two-thirds (2/3) of the number of Councilmembers is required for a quorum (LGC §22.039).

2.4 Minutes of Meetings. An account of all proceedings of the City Council shall be kept by the City Secretary and shall be entered in a book constituting the official record of the City Council. The Official City Council Minutes are action minutes and provide the action taken by the City Council and a summary of subjects discussed.

2.5 Questions to Contain One Subject. All questions submitted for a vote shall contain only one subject. If two or more points are involved, any Councilmember may require a division. Division shall be required only on the affirmative vote of three (3) Councilmembers. If no division is requested and approved, the question shall be submitted as originally framed.

2.6 City Manager. The City Manager or designee shall attend all City Council meetings unless expressly excused. The City Manager may make recommendations to the City Council and take part in all discussions of the City Council, but shall have no vote.

2.7 City Attorney. The City Attorney or designee may be required to attend a City Council meeting. The attendance of the City Attorney shall be based on the subject matter of the meeting. Attendance shall be based on the need established need by the Council, Mayor or City Manager.

2.8 City Secretary. The City Secretary or designee shall attend all meetings of the City Council unless expressly excused, and shall keep the official minutes and perform such other duties as may be requested by the City Council.

2.9 Employees. Any employee of the City, when requested by the City Manager, shall attend any meeting of the City Council and, if requested to do so by the City Manager, such employee may present information relating to matters before the City Council. Members of the City Council may request presentations by staff and/or particular staff members, but the City Manager will determine the staff spokesperson for providing information for a particular agenda item at the City Council meeting.

2.10 Executive Session. All matters discussed in Executive Session, as authorized by the Texas Open Meetings Act, may be deemed confidential by law. Participants authorized to attend Executive Sessions are not required to make public disclosure concerning the matters discussed in Executive Session. It shall be the policy of the City Council that the Mayor, individual Councilmembers, the City Manager, City Attorney, City Secretary and others who are authorized to attend Executive Sessions shall not make disclosure of confidential matters where the information has not been released to the general public. The presiding officer may be authorized to issue a statement regarding confidential matters upon approval of same by the City Council. The Mayor shall open and close an executive session at the location noted on the official agenda notice posted in compliance with the Texas Open Meetings Act. For purposes of regular agenda meeting postings, the opening and closing of an Executive Session shall be done in the Council Conference Room of City Hall. When the City is involved in litigation or a legal dispute, Councilmembers shall not comment on settlements, appeals, or other issues related to the subject until the matter is resolved. The City Attorney shall be authorized to provide any public responses or comments as needed on matters involving litigation.

SECTION III-TYPES OF MEETINGS

3.1 Regular Meetings. The City Council shall meet at least once a month at City Hall located at 177 Broadmoor, on the third (3rd)^{Note#1} Tuesday of each month at 5:00 p.m. or as otherwise established by the City Council. The City Council shall

determine whether or not to continue its meeting for additional time at or near 12:00 midnight if further items are on the agenda and have not been considered. The call for and conduct of all meetings of the City Council, both regular and special as provided in Section 3.2 hereof, shall be in accordance with state law.

3.2 Special and Emergency Meetings. Special meetings may be called by the Mayor, or two (2) City Councilmembers. The call for a special meeting shall be documented and filed with the City Secretary in written form (including e-mail), except that announcement of a special meeting during any regular meeting at which all Councilmembers are present shall be sufficient notice of such special meeting. The call for a special meeting shall specify the day and the hour of the special meeting. And list the subject or subjects to be considered. A Public Notice shall be posted at least 72 hours before the meeting is scheduled to begin. The agenda for any special meeting shall include a designation of the person(s) who called such meeting. In accordance with state law, the notice to the public of an emergency meeting must be posted at least two hours before the meeting is scheduled to begin. An emergency exists only if immediate action is required of the City Council because of an "imminent threat to public health and safety" or a "reasonably unforeseeable situation" and/or state law.

3.3 Recessed Meetings. Any meeting of the City Council may be recessed to a later time provided that no recess shall be for a longer period than until the next regularly scheduled City Council meeting. Such recess shall be held upon the approval of the vote of a majority of the City Council. Additional notice shall be posted in accordance with the Open Meetings Act for any recess beyond the next business day.

3.4 Work Session Meetings. Work session meetings may be called by the Mayor or any two (2) Councilmembers for the purpose of in-depth discussion or investigating or exploring matters of interest to the City without formal action being taken by the City Council. The time, place, and purpose of such work session meetings shall be stated in a notice complying with the Texas Open Meetings Act. Such work session meetings may be held in any appropriate location inside or outside the City Hall upon concurrence by any three (3) Councilmembers or as determined by the Mayor. Such work session meetings may include, but shall not be limited to, meetings with neighboring governmental bodies or agencies, meetings with any of the City's appointed boards, commissions, or committees, meetings with civic organizations or meetings for Councilmembers to research, evaluate, explore, investigate, or discuss any matter of interest or possible action affecting the City, subject to compliance with the provisions of the Texas Open Meetings Act. The City Council may establish regular work session meetings immediately prior to regular City Council meetings. In conjunction with the regularly scheduled City Council meeting, a City Council work session, prior to the regular City Council meeting, unless otherwise specified. The agenda for the City Council work session meeting may include, among other items: routine reports, information related to the regular agenda items, and issues for which the City Manager seeks direction or clarification.

3.5 Town Hall Meetings. The City Council may from time to time, at its discretion, call town hall meetings. Such meetings shall be special meetings of the City Council, and an agenda shall be posted in accordance with law outlining the topics to be discussed. The primary purpose of these meetings should be an opportunity for citizens to make comments and ask questions of the Mayor, Council and/or staff regarding issues that are of concern. The content and time allotted in the agenda shall reflect this primary purpose. Such meetings shall not be held within the 90 day period prior to the election of the Mayor and/or City Council. No formal action may be taken at a town hall meeting. The Council may respond to public comments or questions with statements of factual information and existing policy. If any presentation is to be made by the Mayor, Council and/or Staff in conjunction with a town hall meeting, the subject matter of those presentations shall be identified in the agenda.

3.6 Public Hearings. This section is only used when a statutorily required public hearing is part of order of business. The Mayor shall first request staff comments. The Mayor shall open the public hearing and receive citizens input in the following order: proponents, then opponents. While the public hearing is open, the Council may ask questions of the speakers, but may not deliberate or argue with the public on the matter at hand. Speakers at a public hearing are required to follow the rules established herein for citizen's comments. Upon conclusion of the citizens' comments, the Mayor shall close the public hearing. Council may deliberate or take action on the matter at hand upon the closing of the public hearing.

SECTION IV-CONDUCT OF MEETINGS

4.1 Presiding Officer. The Mayor, if present, shall preside at all meetings of the City Council and enforce these rules and procedures during a meeting. The presiding officer shall make decisions on questions of procedure, subject to review by the City Council as a whole. Following a decision of the presiding officer on a question of procedure, any two Councilmembers may appeal the decision to that City Council as a whole by the making a seconding of an appeal. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of the Mayor and Mayor Pro Tem, the presiding officer shall be the next available City Councilmember beginning with Place 1, and progressing up in consecutive order until a replacement is seated.

4.2 Call to Order. The meetings of the City Council shall be called to order by the presiding officer.

4.3 Motions. The following motions are available to be made:

- A. *Main Motion.* A subject shall be introduced by a main motion. The presiding officer shall seek a motion on the agenda item, but in the absence of any such motion, the presiding officer may make a motion.

Once seconded, no other topics should be taken up until after the motion is disposed of in accordance with these Rules. The Main Motion may be modified at the initiative of the originator and the concurrence of the Councilmember who seconded the Main Motion. Any motion requires a second or it dies for lack of a second. A presiding officer may second a motion.

- B. *Motion to Table or Postpone to a Certain Time.* This motion requires that consideration of the main motion be delayed until a certain stated time for, among other reasons, obtaining more information. A future date certain shall be set when the subject is considered. This motion is debatable and requires a majority vote of the members present for passage.
- C. *Motion to Table or Postpone Indefinitely.* This motion postpones consideration of the main motion in such a way that the issue being discussed may be taken up at an unspecified, later date when a majority of the members present vote to "call it from the table." This motion is not debatable and requires a majority vote of the members present for passage. The Open Meetings Act must be followed in posting the issue or case when it is called from the table.
- D. *Motion to Call the Question.* This motion is made to end discussion that has become lengthy, repetitious, or futile. When seconded, the presiding officer immediately calls the vote on the question of closing the discussion. This motion is not debatable and requires a majority vote of the members present for passage. If a motion to call the question is approved, any Councilmember who has not yet been heard shall be allowed up to three (3) minutes to comment on the item prior to a vote.
- E. *Motion to Reconsider.* The Council may reconsider a vote during the same meeting on motion by a member who voted on the prevailing (winning) side of the issue. This motion is debatable and requires a majority vote of the members present for passage. If that vote is affirmative, a second vote is held on the issue to be reconsidered.
- F. *Frivolous or Delaying Motions.* The presiding officer shall not entertain any motion that is frivolous or clearly made for purpose of delay.
- G. *Motion to Adjourn.* At the conclusion of business, the presiding officer may declare the meeting adjourned without waiting for a motion, but a member may move to keep the meeting open in order to make a motion to reconsider or to ask that an item be placed on a future agenda or a member may move to adjourn. When the meeting is adjourned by vote of the body, the meeting is immediately halted.

H. **Point of Order, Questions and Inquiries.** A point of order may be raised at any time and supersedes any issue being discussed at the time. No second is required for a point of order and no debate is allowed. The presiding officer shall rule on the point of order before proceeding. Anyone dissatisfied with the ruling may appeal to the Council for a final decision, this appeal must be seconded. The appeal is debatable and the presiding officer may participate in the debate without giving up the chair. A majority of No votes is necessary to reverse the ruling. Motions to Table, to Table Indefinitely or to Call the Question or appeal of a ruling thereon, shall be considered as Points of Order and must be addressed immediately without proceeding to further business.

Whenever necessary, advice may be asked as to correct procedures or facts may be requested. The presiding officer shall respond to the question or refer it to the proper person.

4.4 Preservation of Order. The presiding officer shall preserve order and decorum, prevent clash of personalities or the impugning of Councilmembers' motives, and shall confine Councilmembers in debate to the question under discussion.

4.5 Points of Order. The presiding officer shall determine all points of order as provided for in Section 4.3 above, subject to the right of any Councilmember to appeal to the City Council.

4.6 Questions to be Stated. The presiding officer shall state all questions submitted for a vote and announce the result.

4.7 Substitution for Mayor. The Mayor may call the Mayor Pro Tem, or in the Mayor Pro Tem's absence, any other Councilmember to take the Mayor's place in the meeting chair. Such substitutions shall not continue beyond meeting adjournment.

4.8 Amendment to the Minutes. Amendments to the Minutes are made by a motion during the item to consider approval of the minutes. The Minutes are action minutes and provide the action taken by City Council and a summary of subjects discussed. If a Councilmember desires that certain information be included in the minutes, the Councilmember shall state prior to the information, "For the record." If it is a lengthy statement, a written copy shall be provided to the City Secretary.

4.9 Written Correspondence. The City Council is not obligated to provide for a reading of correspondence into the public record on behalf of an absent individual as part of a City Council Public Hearing. The correspondence is provided to City Council and is included in the City Council agenda packet.

SECTION V-AGENDA

5.1 Preparation of Agenda.

- A. The order of business of each meeting shall be as contained in the City Council agenda drafted by the City Manager or City Secretary and approved by the Mayor. The agenda shall be a listing by topic of subjects to be considered by the City Council, and, in the case of regular meetings, shall be delivered to the City Council not less than 72 hours prior to the meeting time.
- B. The presiding officer will be able to place any item on an agenda at his/her discretion. Similarly, upon the written request, including e-mail, of any two Councilmembers, a requested item shall be included on an agenda. Such requests by either the presiding officer or two (2) Councilmembers shall be submitted to the City Manager or City Secretary not later than 4:00 p.m. on the six (6) days prior to regular City Council meeting. Once an agenda item has been requested per the above, such agenda item can only be removed from the agenda by the person(s) who requested the item.
- C. Upon final completion and approval by the Mayor and City Manager, the Pre-Agenda for the next Council meeting shall be distributed to the full City Council no later than noon on five (5) days prior to the next regularly scheduled Council meeting. Once the Pre-Agenda has been distributed, no item can be removed from the agenda.
- D. Items Omitted from Agenda. Any item not appearing on the agenda shall not be taken up for discussion as a matter of City Council business during a regular meeting unless it is of an emergency nature as authorized by the Texas Open Meetings Act and comes to the City's attention too late to appear on the agenda. Such special, urgent, or emergency issues shall be posted in compliance with the Texas Open Meetings Act and state law and may be added as a supplemental item to the regular agenda.
- E. A Councilmember may request a previously acted upon agenda item be reconsidered at the next City Council meeting provided the request is made from the prevailing side of the issue. A Councilmember is not entitled to make such a request if he/she is not from the prevailing side of the issue.
- F. The City Manager shall provide the City Council with a written analysis of and recommendation of items to be acted on by the City Council at its meetings. These communications shall be generally referred to as agenda packets. The agenda packets for all regular meetings shall be electronically delivered to the City Council by the Friday preceding the

date of the next regular meeting to which it pertains, unless an emergency condition makes it necessary to deliver the communication on a subsequent day.

- G. The City Secretary shall post notices of all City Council meetings in compliance with the Texas Open Meetings Act.

5.2 Consent Agenda. In preparing the agenda, the City Manager shall give consideration to the number and degree of complexity of items to be considered by the City Council for the purpose of conserving the City Council's time in meetings. Items which are anticipated to be routine and require little or no discussion by the City Council shall be listed under the agenda category styled "Consent Items." Prior to taking up the Consent Agenda, the Mayor shall determine if there are any items thereon which should be removed from the Consent Agenda for discussion. Any Councilmember may, upon request, remove any item from the Consent Agenda for discussion and separate action. Thereafter, all remaining Consent Agenda items may be acted upon by a single motion approving the Consent Agenda. Items removed from the Consent Agenda shall be considered on the ending resolution, which is for action not otherwise approved.

5.3 Oral Presentations by City Manager. Matters requiring the City Council's attention or action which may have developed since the deadline for delivery of the agenda packets may, upon approval of the City Council, and after satisfying the requirements of the Texas Open Meetings Act, be presented orally by the City Manager, or designated staff.

5.4 Citizen Participation at Meetings.

- A. Citizens and other visitors are welcomed to attend all public meeting of the City Council and will be admitted to the City Council chambers or other room in which the City Council is meeting up to the fire safety capacity of the room.
- B. Everyone attending the meeting will refrain from private conversations while the City Council is in session.
- C. Presentations by citizens must be confined to any City related issue. Extended discussion or debates will be not be allowed, the City Council will listen but will not usually comment on the issue. Citizens wishing to speak shall be allowed to speak, provided prior to the consideration of the item said person completes and delivers to the City Secretary an "Application to Address" form providing name, address and topic. "Application to Address" forms shall be completed at the Council meeting and must be turned in ten (10) minutes prior to stated time of the Council meeting. Persons wishing to express their position on an agenda item but who do not wish to speak may complete an

"Application to Address" form and indicate their support or opposition. The name and respective position of such person(s) shall be read into the record. Presentation by citizens shall be limited to a time period of not more than three (3) minutes with two (2) additional minutes to conclude, at the option of the presiding officer or the consent of the City Council, for each speaker. A speaker who has requested to address the Council on multiple voting items must speak on all items at the time the first item for which the speaker is registered is considered by the Council. Speakers will have a maximum of three (3) minutes to speak regardless of the number of items they wished to address. The applicant in any zoning case will be allowed up to ten (10) minutes to make their presentation. Any time spent by the City Council will not be counted against the citizen's time allotment. No person shall speak more than the time limits provided herein on any subject unless there is an exception supported by a majority of City Council. The presiding officer shall not be obligated to recognize a speaker for a second comment on a subject.

- D. Following a request by a Councilmember, the presiding officer may request that the City Council re-open the public hearing after a public hearing has been closed. Such public hearing may be re-opened upon the approval of a majority vote of the City Council.
- E. As a general rule, citizens may not participate in discussions of the City Council except when recognized by the Mayor and during citizen presentations, public hearings, and as otherwise provided for in these Rules.
- F. Once public input is closed, the matter shall be returned to the City Council for discussion, questions, deliberation, and action. Any Councilmember is entitled to ask questions of any person in attendance at the meeting.

SECTION VI-DECORUM AND DEBATE

6.1 Decorum and Debate. When a measure is presented for consideration to the City Council, the presiding officer shall recognize the appropriate staff or Councilmember to present the case, as needed.

- A. A Councilmember desiring to speak shall address the presiding officer and, upon recognition by the presiding officer, shall confine discussion to the agenda item under discussion. When two or more Councilmembers wish to speak, the presiding officer shall name the Councilmember who is to speak first. No member of the City Council shall interrupt another while speaking except where called to order by the presiding officer or by another Councilmember to make a point of

order or to make a point of personal privilege, or unless the speaker chooses to yield to questions from another member. If a Councilmember is called to order while he/she is speaking, he/she shall cease speaking immediately until the question of order is determined. If ruled to be in order, he/she shall be permitted to proceed. If ruled not to be in order, he/she shall remain silent or shall alter his/her remarks so as to comply with rules of the City Council. As a point of courtesy, no Councilmember should leave the remainder of an incomplete City Council meeting while in session with the intent of not returning without advising the presiding officer.

- B. The City Council is committed to conducting its business in a courteous, reasonable, and respectful manner. In that spirit, the City Council acknowledges that each Councilmember shall be entitled to speak and ask questions on any item and that in doing so, each Councilmember shall be mindful and respectful of each other's time and perspective. The Mayor shall not be obligated to recognize any Councilmember for a second comment on the subject or amendment until every Councilmember wishing to speak has been allowed a first comment. A complaint that a Councilmember's questions or comments have become excessive, redundant, repetitive, or otherwise may be made as a point of order as provided in Sections 4.3 and 4.5.
- C. Questions from speakers to the City Council with request for an immediate answer, except the applicants and persons representing applicants on platting or zoning cases, shall be prohibited. A Councilmember's questions to speakers should be to specific individuals and the presiding officer should explain to those individuals beforehand that they may come to the podium and answer if they choose to; but they cannot offer additional unsolicited input or engage in question and answer sessions with Councilmembers.
- D. No Councilmember shall be permitted to indulge in profanity or use language personally offensive, impugn the motives of Councilmembers, charge deliberate misrepresentation, or use language tending to hold a member of the City Council, the public, or City staff up for contempt.
- E. Citizens shall observe the same rules of propriety, decorum, and good conduct as the City Council. The Mayor shall not permit unrecognized speaker's comments or allow a member of the audience to indulge in profanities or use language tending to hold the City Council, the public, or City staff up for contempt.
- F. A speaker shall not present an argument on a matter previously considered by the City Council at the same session.

- G. No person shall make personal, impertinent, or slanderous remarks. Any person who becomes boisterous while addressing the City Council or while attending the City Council meeting shall be removed from the room if the security officer is so directed by the presiding officer, and such person shall be barred from further audience before the City Council during that session of the City Council.
- H. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the presiding officer.
- I. No signs, posters, or placards will be allowed at City Council meetings. Any such signage shall be removed by the security officer.
- J. The presiding officer shall exercise control over persons who disrupt the meeting, violate these Rules, or disregard the presiding officer in the following ascending order of action:
 - 1. Call the person to order, advising that person of the infraction.
 - 2. Advise the person that the infraction must cease immediately or the person will be ordered to leave the meeting.
 - 3. Order the person to leave the meeting. If the offending person is a member of City Council, the presiding officer shall call for a vote on the expulsion of that Councilmember from the meeting, and such vote requires a majority for adoption.
- K. Citizens or other visitors attending city council meetings shall not bring food or drink into the city council chamber or into any other room in which the City Council is meeting.
- F. A police officer may remove an individual or individuals for disrupting a meeting as authorized by Texas Penal Code Section 42.05. When the Mayor fails to maintain order and decorum, the Councilmembers may compel the Mayor to enforce this provision following due parliamentary procedure, which affirms such compulsion by a majority vote of the City Council.

SECTION VII-RULES SUSPENSION

Any provision of these rules not governed by City Code or State law may be temporarily suspended by a two-thirds (2/3) vote of the City Council members present. The vote on any suspension shall be taken verbally via "Aye and "No" votes and entered into the minutes of the meeting.

City of Meadowlakes

COUNCIL MEMORANDUM

October 17, 2023, City Council Meeting

Date: October 9, 2023

To: Honorable Mayor Bentley and City Council Members

From: Johnnie Thompson, City Manager

Subject: 7-E-Capital Purchases and Improvements

SUBJECT:

During the budgeting process, I reviewed with you the need to provide funding for replacing two pieces of equipment and replacing the control system for the golf course irrigation system.

I will briefly review with you the needed replacement equipment and the need to upgrade the pump control system for the golf course irrigation system.

- **Replacement of Backhoe/loader for the Utility Fund** – The FY24 budget, as approved, reflects the appropriation of \$125,000 to replace the Fund’s existing 20-year-old backhoe/loader. As discussed in the budget workshops, the machine is still in reasonably good shape; however, due to its age, we have begun having some issues with it. A basic set of specifications was drafted, and we solicited pricing via BuyBoard from JCB of Round Mountain/San Antonio and Hot Caterpillar in Austin. The proposed replacement machine is slightly larger than our current unit; however, it will be a four-wheel drive unit with upgrades to its loader bucket and the backhoe. Scott negotiated the trade-in value of our existing backhoe/loader from around \$19,000 to between \$22,000 and \$24,000, depending on which vendor is selected.

The quotes received were as follows:

Vendor	Base Bid	Less Trade-in	Net Price
JCB	\$136,911.30	\$24,000	\$112,911.30

Holt	\$145,835.39	\$22,000	\$123,835.39
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- Replacement of trailer-mounted debris blower for the Recreation Fund** – The golf course has requested a replacement of a trailer-mounted debris blower. The one they currently have is at least 15 years old. It is the only piece of equipment we obtained with purchasing the golf course that is still in service. David advised that it was purchased from one of the Horseshoe Bay golf courses used, so we are unsure how old it is. The blower is used to blow leaves and other debris off the greens and tees and disburse the grass windrow from mowing the fairways. We received quotes from two vendors via BuyBoard, which were only \$16.86 difference. It is likely we will award (if approved) to the vendor that can get the blower to us the fastest.

The two bids received are listed below:

John Deere – United Ag & Turf	\$10,979.04
Toro-Professional Turf	\$10,995.90

- Replacement of the control system for the golf course irrigation pump station** - The irrigation pump station was installed in 2008 and, at the time of its purchase, was one of the best golf course irrigation pump stations on the market. The station has served us well for the past 14-15 years; however, the computerized control system of the station has become obsolete and is in need of replacement due to the unavailability of replacement parts and components. The company that has maintained the station since its installation has been able to keep the control system running by salvaging parts and components from systems that they have replaced, but the supply has run its course. They are recommending the replacement of the entire control system for \$41,761. This replacement should be adequate for the next 15-20 years since the new system will utilize components that are being utilized in other industries and not specific to irrigation systems, as our current one is.

RECOMMENDATIONS:

I recommend that the following bids be accepted and that I be authorized to purchase the items below and replace the irrigation pump station control system. It is to be noted that the pricing for the equipment and the pump

station improvements were procured via the cooperative purchasing of BuyBoard. Items purchased via BuyBoard have been cooperatively bid, thus eliminating the formality of the City obtaining actual formal quotes. The funding for the proposed purchases was budgeted within each respective fund.

I recommend that the bid for the new backhoe/loader be awarded to Bosstx, Inc. for a JCB 3CX-15 backhoe/loader for a total price after trade-in of \$112,911.30.

I also recommend awarding the bid for the replacement blower to the vendor that can deliver the unit the fastest.

In addition, I recommend that I be authorized to execute an agreement with Pump Mechanical Technical Services, LLC, for the needed upgrade to the golf course irrigation pump station for \$41,761.

City of Meadowlakes

COUNCIL MEMORANDUM

October 17, 2023, City Council Meeting

Date: October 10, 2023
To: Honorable Mayor Bentley and City Council Members
From: Johnnie Thompson, City Manager
Subject: Agenda Item 7-F- Request for Approval of Amended Plat

SUBJECT:

The Planning and Zoning Commission has a meeting scheduled for October 13, 2023, to review a replat of lots 739A and 740A. It is anticipated that the commission will approve this request. There are no issues with setbacks. The owner is simply combining two lots into one. The physical address is 404 Hogans Place.

ATTACHMENTS:

Application from owner Bruce Kunz
Replat
Aerial view of the property

RECOMMENDATION:

Staff recommends the proposed contract be accepted.

REQUEST FOR APPROVAL OF AMENDED PLAT

Fee: \$100.00

Lot Numbers 739A, 740A into Lot Number 740
(Current Lots) (New Lot)

Date: 8/4/23

Owner: Bruce Kunz

Address: 203 Rio Bravo Rd Georgetown, TX 78628

Telephone No.: 512-844-6985

Purpose of AMENDED PLAT: LOT 740A SETBACK NOT ADEQUATE DEPTH
REPLAT ALLOWS FOR DESIRABLE PLAN SELECTION / PLACEMENT

Requested by Builder on behalf of owner: _____

Does an existing residence or structure occupy a portion of the proposed AMENDED PLAT? NO

Signature of property owner(s): [Signature]

Date: 8/4/23

AMENDED PLAT APPROVED BY:

Planning & Zoning Chairman _____ Date: _____

City of Meadowlakes Mayor _____ Date: _____

City of Meadowlakes Administrative Fee Paid: \$ _____ Date: _____

Filed for record in Burnet County Deeds and Records:

Cabinet _____ Slide _____ Date _____

Stamped Copy information provided to Public Works Dept.: _____

POA FEES PAID: _____ PLANS GIVEN TO: _____
(Name) (Date)



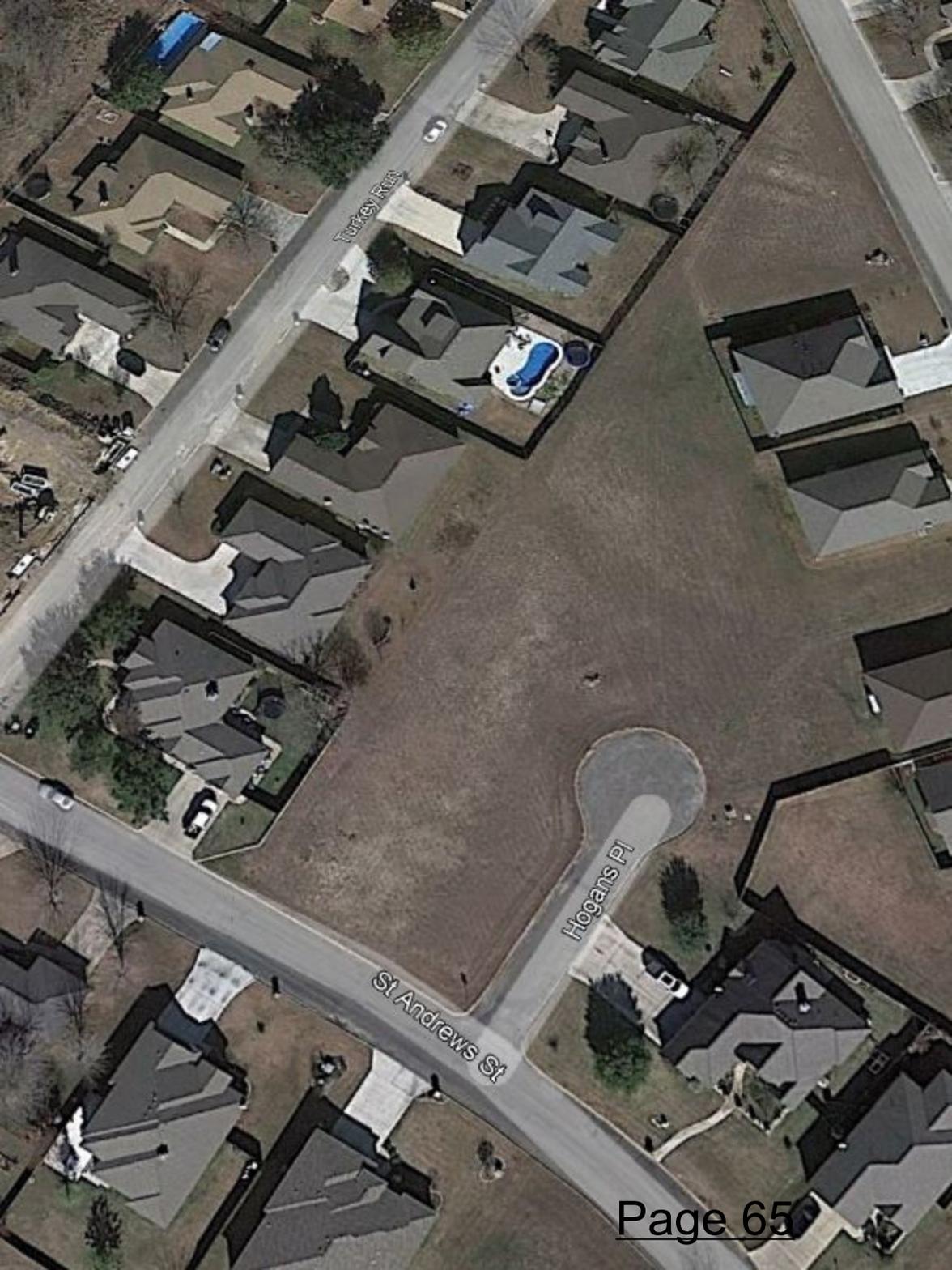
739B

~~LOT 740A~~

~~LOT 738A~~

LOT 738

HOGAN PLACE



Turkey Run

Hogans Pl

St Andrews St

