

City of Meadowlakes

AGENDA

City Council Meeting

Tuesday, October 20, 2020 - 6:00 pm.
Totten Hall, Meadowlakes Municipal Offices
177 Broadmoor St., Meadowlakes, Texas

This meeting will be conducted utilizing a video conferencing tool. City Council members, staff, and citizens will participate via video and audio-only. Citizens' comments will be allowed per the instructions stated on the City's website. If you desire to address the Council via telephone, please call City Hall at 830-693-6840 the afternoon of the meeting between the hours of 4:30 pm and 5:30 pm. Also, you may make written comments by emailing them to City Secretary Evan Bauer, at ebauer@meadowlakestx.us or utilizing the Citizen comments form that can be found on our website. All written comments must be received by 5:30 pm on the evening of the scheduled meeting. Additional information and more detailed instructions and direct links to view the meeting or speak during the citizen comments can be found at meadowlakestexas.org under Live Meetings.

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. Ordinance and Animal Control Report
 2. Patrol Activity Report
 3. Building Committee Report
 - B. Briefing on Golf and Food & Beverage Operations – Klotz
5. **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
6. **OLD BUSINESS**
 - A. Discussion/Action: Update on COVID – 19 and Related Disaster Declaration-Thompson
 - B. Update on financing of golf course maintenance equipment-Thompson

7. NEW BUSINESS

- A. Discussion/Action: Application for a variance to the front setback on lot 892, 368 Firestone Dr. by owner Ted Hagerty – Thompson
- B. Discussion/Action: Contract with Waste Management of Texas for solid waste collection within the City - Thompson
- C. Discussion: Installation of propane tanks within the City-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 citizen, 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 that has arisen after the posting of the agenda.

The next scheduled City Council meeting is November 17, 2020 at 6:00pm

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 am through 4:00 pm Monday through Friday.

THE PUBLIC IS INVITED TO CITY COUNCIL MEETINGS

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 14, 2020 at 3:00pm 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/ Mary Ann Raesener
Mary Ann Raesener, 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 Enforcement and Animal Control Report Summary for September 2020

Calls Received:	Ordinance line:	10
	Animal Control line:	19
	Security Gate:	3
	City Hall:	7
	Sherriff Deputy	1
	Burnet Vet	0

79 Notices were issued during the month of September:

- 5 notices regarding Ordinance 4-5&75 – unrestricted pet past lot line or pet not registered with City
- 26 notices regarding Ordinance 20-55 – trash or recycle containers visible from the street
- 3 notices regarding Ordinance 20-55 – debris in yard or bulk trash out
- 1 notice regarding Ordinance 20-28 – excessive noise
- 25 notices regarding Ordinance 22-3&7 – sign ordinance violation
- 5 notices regarding Ordinance 28-56 – RV, trailer, jet ski or boat on drive over 3 days in 7
- 2 notices regarding Ordinance 28-56 – golf cart stored on drive or trailer parked on lot
- 12 notices regarding PMC 302 – trees needing trimming or yards/lots needing mowing

12 Warning tickets were issued regarding Ordinances 28-55 & 56– for parking infractions most of which were for parking on the wrong side of street, parking in a no parking area, parking on the street over the allowed time-period or parking a trailer, RV, or boat on street at night

8 Warning Notices were issued - three regarding Ordinance 28-55 & 56 for parking a trailer on a lot or parking a trailer on drive over 3 days in 7 and over 7 in 30 or parking a vehicle o street over 3 days in 7 and over 7 in 30, two regarding Ordinance 4-5 & 75 for allowing dog to leave lot line unrestricted and/or pet not registered with City and three regarding Ordinance 20-55 for leaving trash can visible from street past allowed timeframe

7 Verbal warnings were issued

6 Picked up dead animal and removed from the City

2 Dispatched skunk and removed from City

1 Sign removed from City Right of Way

1 Caught loose dog and returned to owner

1 Posted Stop Work Order at City's request

Submitted by:

Pat Preston

Pat Preston
Ordinance Enforcement Officer & Animal Control Officer
October 5, 2020

MEADOWLAKES PATROL ACTIVITY REPORT SEPTEMBER 2020

DATE	DAY	DEPUTY	START TIME	END TIME	HRS	CITATION	WARNING	VERBAL	OTHER	NOTES	Start Mile	End Mile	Total
09/01/20	Tue	Koenning	6:45am	10:45am	4	2 - passing school bus, no DL	0	0	0	6:50 am Monitored school bus loading 7:30 am Began monitoring school bus, but had to stop a vehicle for going past the school bus. 2 citations issued to driver.	32138	32155	17
09/02/20	Wed	Koenning											
09/03/20	Thu	Koenning											
09/04/20	Fri	Koenning	6:45am	10:45am	4	0	0	0	0	6:50 am Monitored school bus loading 7:30 am Monitored school bus loading	32280	32297	17
09/04/20	Fri	Koenning	3pm	7pm	4	1 - speeding 36/25	0	0	0	3:30 pm Monitored school bus unloading 4:35 pm Monitored school bus unloading	32297	32316	19
09/05/20	Sat	Koenning	12pm	5pm	5	1 - ran stop sign	0	1	0	Patrol & radar	32316	32338	22
09/06/20	Sun	Koenning											
09/07/20	Mon	Koenning											
09/08/20	Tue	Koenning											
09/09/20	Wed	Koenning	6:45am	10:45am	4	0	0	0	0	6:50 am Monitored school bus loading 7:30 am Monitored school bus loading 7:51 am Dispatched to residence on Turkey Run in reference to residential alarm. Residence found to be secure, false alarm, possibly weather related. CFS#20-031427	32551	32571	20
09/09/20	Wed	Koenning	2:45pm	6:45pm	4	0	0	0	0	3:30 pm Monitored school bus unloading 4:30 pm Monitored school bus unloading 5:12 pm Turkey Run @ Columbine, removed a limb that had fallen and was obstructing stop sign.	32571	23589	18

MEADOWLAKES PATROL ACTIVITY REPORT SEPTEMBER 2020

DATE	DAY	DEPUTY	START TIME	END TIME	HRS	CITATION	WARNING	VERBAL	OTHER	NOTES	Start Mile	End Mile	Total
09/10/20	Thu	Koenning	6:45am	9:45am	3	0	0	0	0	6:50 am Monitored school bus loading 7:30 am Monitored school bus loading	32589	32603	14
09/10/20	Thu	Koenning	2:45pm	6:45pm	4	0	0	1	0	3:30 pm Monitored school bus unloading 4:25 pm Monitored school bus unloading	32603	32618	15
09/11/20	Fri	Koenning											
09/12/20	Sat	Koenning											
09/13/20	Sun	Koenning											
09/14/20	Mon	Koenning											
09/15/20	Tue	Koenning	6:45am	10:45am	4	0	0	0	0	6:50 am Monitored school bus loading 7:30 am Monitored school bus loading	32907	32922	15
09/15/20	Tue	Koenning	2:45pm	6:45pm	4	0	0	0	0	3:25 pm Monitored school bus unloading 4:30 pm Monitored school bus unloading	32922	32936	14
09/16/20	Wed	Koenning											
09/17/20	Thu	Koenning											
09/18/20	Fri	Koenning	3pm	7pm	4	1 - speeding 40/25	0	1	0	3:30 pm Monitored school bus unloading	33280	33300	20
09/19/20	Sat	Koenning	3:45pm	6:45pm	3	0	0	0	0	Patrol & radar	33300	33315	15
09/20/20	Sun	Koenning											
09/21/20	Mon	Koenning											
09/22/20	Tue	Koenning											
09/23/20	Wed	Koenning	6:45am	9:45am	3	0	0	0	0	6:50 am Monitored school bus loading 7:30 am Monitored school bus loading	33516	33526	10
09/23/20	Wed	Koenning	2:45pm	6:45pm	4	0	0	0	0	3:30 pm Monitored school bus unloading 4:30 pm Monitored school bus unloading	33526	33541	15
09/24/20	Thu	Koenning	3pm	7pm	4	0	0	1	0	3:30 pm Monitored school bus unloading 4:30 pm Monitored school bus unloading	33541	33555	14
09/25/20	Fri	Koenning											
09/26/20	Sat	Koenning											

MEADOWLAKES PATROL ACTIVITY REPORT SEPTEMBER 2020

DATE	DAY	DEPUTY	START TIME	END TIME	HRS	CITATION	WARNING	VERBAL	OTHER	NOTES	Start Mile	End Mile	Total
09/27/20	Sun	Koenning											
09/28/20	Mon	Koenning											
09/29/20	Tue	Koenning	6:45am	10:45am	4	0	0	0	0	6:50 am Monitored school bus loading 7:30 am Monitored school bus loading	34048	34063	15
09/29/20	Tue	Koenning	2:45pm	6:45pm	4	0	0	0	0	3:30 pm Monitored school bus unloading 4:30 pm Monitored school bus unloading	34063	34080	17
09/30/20	Wed	Koenning											
TOTALS					66	5	0	4	0				277

Building Committee Report

September-20

Authorized By: Steve Nash,
Building Committee Chairman

Approved Permits

Issued

Outstanding Under Const.

Deck			
Fence	5		2
Remodel			3
New Construction			9
Variance- 368 Firestone	1		
Patio Cover/Remodel			
Arbor/Pergola			
Swimming Pool/Hot Tub	1		4
Boat dock/jet ski lift			1
Play Scape			
Other - flatwork			2
Plat Amendment			
Consultation			
Permit Revision			
Total	7		21
Applications Denied/tabled			
Deck			
Fence	2		
Remodel			
New Home			
Variance			
Patio Cover/Enclosure			
Arbor			
Swimming Pool/Hot Tub			
Play Scape			
Other			
Plat Amendment			
Consultation			
Permit Revision			
Total	2		

City of Meadowlakes

Mayor and Council Communication

COUNCIL ACTION: 4 & 5- Monthly Reports and Consent Items

DATE: October 13, 2020

REFERENCE: 4 & 5-Monthly Reports and Consent Items

Council Meeting Date: October 20, 2020

Agenda Item: Monthly Reports and Consent Items

FROM: Johnnie Thompson, City Manager

Approved by Counsel: Yes

Background:

4- Monthly Standard Live Reports – Please find below a brief review of the anticipated live reports for September 2020.

1. Ordinance/Animal Control – Our Ordinance/Animal control officer answered 30 calls in September, 79 notices were issued, mainly dealing with visible trash containers and violations of our sign ordinance. He also issued 12 warning tickets and eight warning notices, which dealt mainly with parking violations. In addition to the above, he removed several dead animals from the City.
2. Patrol Activity Report – 66 patrol hours were logged with 277 miles logged. A total of five citations and four verbal warnings were given; the citations are listed below:
 - 1-Passing a school bus loading or unloading
 - 1-No drivers' license
 - 1-Ran stop sign
 - 1-Speeding 35 in a 25
 - 1-Speeding 40 in a 25
3. Building Committee Report – A total of 6 permits were issued in September; 5 for fences and one for a pool/spa. They also approved one variance request. Currently, the City has 21 open permits, down seven from last month.
4. David Klotz will be present to give you a live briefing on both golf operations and food and beverage operations.

5- Consent Items - I am attaching, for your review and consideration, the minutes of your September 15th meeting. Since September is the last month of our fiscal year, we have not run the September financials due to not closing them out yet. In general, both the General Fund and the Utility Fund appear to be ending the year better than anticipated, however, as expected, the Recreation Fund looks like it will lose between \$15,000 and \$20,000 this year, which is slightly less than I had initially anticipated.

In general, it appears that golf operations will generate about \$70-75,000 less revenue than needed to cover its operational costs. It appears that food and beverage operation is expected to lose about \$10,000 less than golf operations.

Transfers in from the Utility and General Fund will make up the anticipated losses.

**City of Meadowlakes
City Council Stated Meeting Minutes
September 15, 2020 – 6:00pm**

**Tuesday, September 15, 2020 - 6:00 p.m.
Totten Hall, Meadowlakes Municipal Offices
177 Broadmoor Street, Meadowlakes, Texas**

The City Council of the City of Meadowlakes held its Regular Meeting at Meadowlakes Municipal Building in Totten Hall on September 15, 2020, beginning at 6:00p.m. in accordance with the duly posted notice of said meeting.

Present:

Mary Ann Raesener, Mayor
Mike Barry, Councilmember
Barbara Peskin, Councilmember
Jerry Drummond, Councilmember
Eddie Wise, Councilmember
Gerry Mason, Councilmember

Staff:

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

1. **CALL TO ORDER AND QUORUM DETERMINATION.** Mayor Raesener called the meeting to order at 6:00 pm and announced the presence of a quorum.
2. **PLEDGE OF ALLEGIANCE AND PRAYER.** Mayor Raesener led Council and staff in the Pledge of Allegiance. Councilmember Mason led the Council and guests in prayer.
3. **CITIZEN COMMENTS.** Resident Georgina Christy asked council to advise citizens of how the additional revenue from the water & sewer rate increases will be spent. She also inquired as to why the recent vandalism in Meadowlakes was not listed on the patrol report. Last, Ms. Christy asked council about the condition of a residence at 142 Turkey Run. She thinks it might be time to notify the health department for their assistance.

Paul & Linda Breen are new residents of Meadowlakes, and initially moved here because of it's safety. They have some safety concerns dealing with vandalism, dogs being walked off leashes, as well as snakes and skunks.

4. **MONTHLY STANDARD LIVE REPORTS** (*Progress and Status Reports Only.*)
 - A. Operations in general - City Manager Johnnie Thompson
 1. Ordinance and Animal Control Report – In August, our Ordinance/Animal Control Officer responded to 25 calls, issued 128 violation notices, mostly related to visible trash

cans, sign ordinance violations, and tree overhang. There were 9 warning tickets issued for parking infractions, and 3 warning notices issued; two for parking infractions of a boat/jet ski/trailer, and one for allowing a dog to leave the lot line unrestrained and not being registered with the City. There were 5 citations issued. One for storing a jet ski in the drive over 3 days in 7/over 7 days in 30, and 4 for leaving a trash can visible from the street past the allowed timeframe. One dead animal was picked up and removed from the city, 3 of them being skunks. One political sign was removed from the city's right of way. Two loose dogs were caught and returned to their owner.

2. Patrol Activity Report – In August, our patrol officer logged 53 total hours and 195 total miles. He issued 2 citations; one for running a stop sign, and one for speeding (37/25mph zone). He gave 2 written and 5 verbal warnings.
3. Building Committee Report – In August, The Building Committee issued 7 building permits total. There were 4 fence permits issued, 2 pool permits issued and 1 new construction permit issued at 159 Broadmoor.

B. Briefing on Golf and Food & Beverage Operations – Head Golf Pro, David Klotz, was not present to give a live update.

5. **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. August 2020 Financial Statements

After discussion, Councilmember Mason made a motion to approve the consent items as presented. The motion was seconded by Councilmember Wise and carried with a unanimous vote.

6. **OLD BUSINESS.**

- A. **Discussion/Action: Update on COVID – 19 and Related Disaster Declaration.** Mr. Thompson reported that to date, Burnet County has tested 5,580 people for COVID -19, there have been 680 positive cases, with 34 cases still active at this time. There have been 12 deaths recorded in the county. Mayor Raesener's disaster declaration is still in effect.

7. **NEW BUSINESS.**

- A. **Public Hearing on Establishment of Ad Valorem Tax Rate for 2020.** Discussion was held over the proposed tax rate for 2020. City Manager, Johnnie Thompson, gave a presentation over the uses of ad valorem taxes, what property owner's taxes are used for, and how this will affect the average homeowner. A copy of this presentation can be viewed at City Hall. There were no public comments regarding this item.
- B. **Public Hearing on Fiscal Year 2021 Budget.** City Manager, Johnnie Thompson, gave a brief presentation over the FY21 proposed budget. A copy of his presentation can be viewed at City Hall. There were no public comments regarding this item.

C. **Discussion/Action: ORDINANCE 2020-06 - AN ORDINANCE OF THE CITY OF MEADOWLAKES, TEXAS, AMENDING ORDINANCE 2019-06 WHICH ADOPTED THE FISCAL YEAR 2019-2020 MUNICIPAL BUDGET FOR THE CITY OF MEADOWLAKES, TEXAS; EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.** This Ordinance formalizes actions previously approved by council such as the purchase of the sewer vacuum/jetter truck and funding for water treatment plant renovations. It also includes the transfer of approximately \$56,000 from the General Fund to the Recreation Fund and a short term loan, if needed, to the Recreation Fund. After discussion, Councilmember Drummond made the following motion: *"I move to approve Ordinance 2020-06, which amends the fiscal year 2020 budget and also authorizes the City Manager to make a temporary loan not to exceed \$33,000 to the Recreation Fund from the General Fund, with the condition that the temporary loan is repaid within 180 days."* The motion was seconded by Councilmember Mason and carried with a unanimous vote.

D. **Action/Discussion: ORDINANCE 2020-07 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEADOWLAKES, TEXAS, ADOPTING THE OFFICIAL BUDGET FOR THE 2021 FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, PROVIDING FOR THE INVESTMENT OF FUNDS; AUTHORIZING EXPENDITURES; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; FILING OF THE BUDGET; EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.** The FY21 budget is identical to the one filed on July 30th, with the exception of an error regarding tips paid in and their payout to the employees in the Recreation Fund, all revenues and expenses have been updated, all cash flow for each fund, as well as proposed amendments to the FY20 budget. After discussion, Councilmember Drummond made the following motion: *"I move to ratify that the fiscal year 2021 budget will raise \$27,400 more in ad valorem tax income than last year; I move to approve Ordinance 2020-07 which adopts the fiscal year 2021 budget."* The motion was seconded by Councilmember Wise and carried with a unanimous vote.

E. **Discussion/Action: ORDINANCE 2020-08 - AN ORDINANCE LEVYING AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF MEADOWLAKES, TEXAS, FOR THE 2021 FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, TAX YEAR 2020; PROVIDING FOR AND APPORTIONING EACH LEVY FOR A SPECIFIC PURPOSE; PROVIDING A DATE ON WHICH TAXES SHALL BECOME DELINQUENT IF UNPAID; PROVIDING FOR A LIEN ON ALL TAXABLE PROPERTY TO SECURE THE PAYMENT OF TAXES DUE THEREON; PROVIDING FOR PENALTIES, INTEREST AND COLLECTION COSTS, IF ANY, FOR ALL DELINQUENT TAXES; PROVIDING FOR FINDINGS OF FACT; SAVINGS CLAUSE; SEVERABILITY; PUBLICATION; EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.** Ordinance 2020-08 adopts the proposed tax rate off \$0.287 per \$100 taxable valuation, which is the same rate as last year. A breakdown of the proposed tax rate is below:

\$0.1569 – maintenance & operation

\$0.1301 – debt service

\$0.287- total tax rate

After discussion, Councilmember Peskin made the following motion: *"I move to approve Ordinance 2020-08, which adopts a total ad valorem tax rate for 2020 of \$0.287 per one hundred dollars taxable value."* The motion was seconded by Councilmember Wise and carried with a unanimous vote.

F. Discussion/Action: Authorizing the purchase of approximately \$200,000 in new golf course maintenance equipment via a municipal lease/purchase agreement. Mr. Thompson discussed with council about several pieces of golf course equipment that need to be replaced. Some of the pieces are inoperable, and some are over 10 years old. The City is prohibited, by law, from borrowing money, so the only way to obtain the needed equipment is through a municipal lease/purchase program. At the end of the contract, the City will own the equipment. Mr. Thompson has obtained a quote based on a 5-year payout with a 2.75% interest rate.

G. Discussion/Action: Resolution 2020-05 - A RESOLUTION REGARDING A FINANCING CONTRACT FOR THE PURPOSE OF PROCURING "GOLF COURSE MAINTENANCE EQUIPMENT." After discussion, Councilmember Wise made the following motion, subject to the contract being reviewed and approved by the city's legal counsel: *"I move to approve Resolution 2020-05, which authorizes the City Manager to obtain financing of \$198,600 for the purchase of equipment for the golf course."* The motion was seconded by Councilmember Mason and carried with a unanimous vote.

H. Discussion/Action: Ordinance 2020-09 - AN ORDINANCE OF THE CITY OF MEADOWLAKES, TEXAS AMENDING APPENDIX A, SECTION A50, SUBSECTIONS A1.1 (WATER RATES); B (SEWER RATES) AND C (GARBAGE RATES) PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPENING CLAUSE. As discussed in previous budget workshops, the minimum water rate would be increased by \$5 a month, and each usage tier would increase by \$0.20 per thousand gallons used, and sewer rates would increase by \$10 per month. Mr. Thompson stated that he is still working with Waste Management on the details of the proposed solid waste contract, but did state that the contract includes a garbage rate increase for 2021 of 3% effective January 1, 2021. A flat rate of \$22 for solid waste collection will be added to all occupied homes of residential customers January 1, 2021. After discussion, Councilmember Wise made the following motion: *"I move to approve Ordinance 2020-09, which amends the current water, sewer, and solid waste collection fees."* The motion was seconded by Councilmember Mason and carried with a unanimous vote.

I. Discussion regarding a review of the restaurant operations. At the request of Councilmembers Barry and Drummond, this item was not discussed.

J. Discussion reinstating a juvenile curfew within the City. Due to recent vandalism and minor theft within the city, this item was placed on the agenda for discussion. Several years ago, the city had a curfew, however, it was allowed to expire because the city had little means of enforcing it. It should be enforced by a peace officer, rather than an ordinance officer. In order to have a curfew, State law requires council to hold public hearings and review the Ordinance before extending it. This process could take up to several months. After discussion, this item was tabled since the City has no means to enforce a juvenile curfew at this time.

8. ANNOUNCEMENTS:

The next City Council meeting will be held October 20, 2020.

9. ADJOURNMENT: Mayor Raesener adjourned the meeting at 7:08 pm.

Approved: _____
Mayor, Mary Ann Raesener

Date: October 13, 2020

Attest: _____
City Secretary, Evan Bauer

Date: October 13, 2020

City of Meadowlakes

Mayor and Council Communication

COUNCIL ACTION: 6-B-Update on Financing of Golf Course Equipment

DATE: October 13, 2020

REFERENCE: Old Business 6-B

Council Meeting Date: October 20, 2020

Agenda Item: Financing of Golf Course Equipment

FROM: Johnnie Thompson, City Manager

Approved by Counsel: Yes

Background:

It is anticipated that we will be closing on the financing of the new golf course equipment. We successfully got the rate reduced slightly to 2.64%, down from what was initially quoted at 3.125%. The lease/purchase term is five (5) years, with the first payment coming due in October of 2021. Like the current lease/purchase agreements, we will be making quarterly payments. The total amount of equipment being acquired is \$208,656.32, and after trade-in's, the final amount to be financed is \$198,456.32.

Please find below the equipment that will be acquired:

- 1-Kubota Tractor – M5-091HD-1-Tractor – 92 horsepower to be used to pull wide area mower
- 1-Kubota Tractor – ZD1211L3-Zero Turn Mower
- 1-Kubota Loader (LA764) installed on an existing Kubota tractor
- 1-Kubota VS220 Spreader
- 2-Toro Workman GTX Utility Vehicles
- 1-Toro Workman HDX Diesel Utility Vehicle
- 3-Greenmanster 315-Q Mowers (2 green mowers and 1 tee mower)

I will give you a live update during your meeting.

Recommendations:

Informational only, no action is being requested.

City of Meadowlakes

Mayor and Council Communication

COUNCIL ACTION: 7-A-Application for a Variance on lot 892

DATE: October 14, 2020

REFERENCE: New Business 7-A

Council Meeting Date: October 20, 2020

Agenda Item: Application for a Variance on lot 892

FROM: Johnnie Thompson, City Manager

Approved by Counsel: Yes

Background:

Mr. Ted Hagerty, owner/builder of the home being built on lot 892, has requested a variance to the front setback. The attached document does not reflect the actual requested variance but, in general, shows the encroachment into the front setback. This variance was reviewed by the Building Committee at their September 28th meeting, and they recommend approval by council.

I will give you a live update during your meeting.

Recommendation:

I recommend the approval of the variance on lot 892

Attachments:

Application for a variance
Survey
Aerial view

VARIANCE REQUEST

Note to requestor: Variance must be signed by property owner only. Also, if you are representing the property owner then a letter signed by the property owner stating such representation shall be provided at the time this request is submitted.

DATE OF REQUEST: 9/28/20 OWNER'S NAME: HAGERTY CONSTRUCTION INC

PROPERTY'S ADDRESS: 368 FIRESTONE PROPERTY'S LOT NO: 892A

VARIANCE REQUESTED BY: THEODORE HAGERTY

ADDRESS: 22101 W. SUMMIT DR. BRIARCLIFF TX 78669

TELEPHONE: 512 589 1830

The City Building Committee &/or City Planning & Zoning Committee &/or City Council may grant variances,

on a case by case basis considering the merits, for the following: (Circle one)

- ☒ #1 SETBACK from front _____, back _____, side ☒ lot boundary line
- #2 LOCATION of structure
- #3 TYPE OF MATERIAL USED IN CONSTRUCTION
- #4 PERCENTAGE OF MASONRY USED IN CONSTRUCTION
- #5 TEMPORARY PLACEMENT OF BUILDING MATERIALS WHILE USED IN CONSTRUCTION
- #6 OTHER:(describe) _____

REASON FOR REQUEST: HOUSE EXTENDS OVER SIDE SETBACK

Theodore J Hagerty
Property Owner's Signature

9/28/20
Date

Amended Plats Exist:
☒ YES or NO

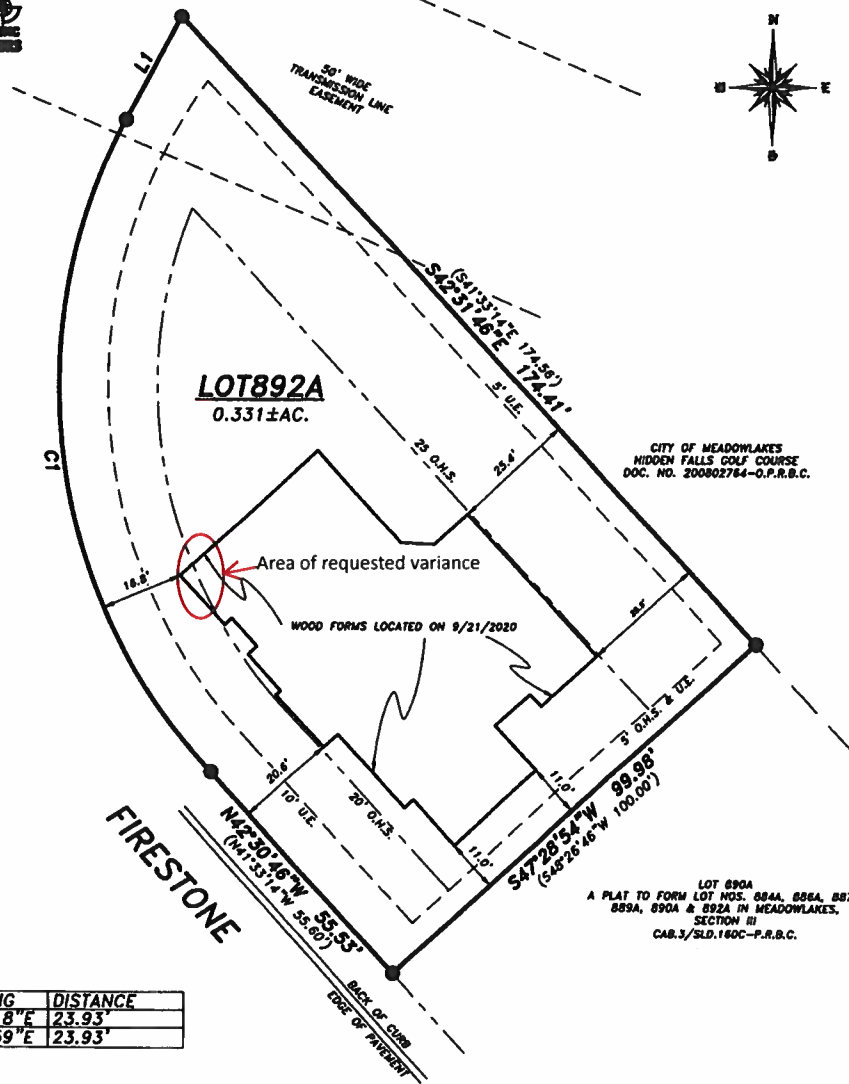
DATE _____ APPROVED ☒ DISAPPROVED _____

Variance fee: \$100.00 Ck # _____

Five (5) signatures required:

ACTION BY CITY COMMITTEE:

Variance requests must go before the Building Committee and the City Council.



CITY OF MEADOWLAKES
HIDDEN FALLS GOLF COURSE
DOC. NO. 200802784-O.P.R.B.C.

LOT 890A
A PLAT TO FORM LOT NOS. 884A, 886A, 887A,
889A, 890A & 892A IN MEADOWLAKES,
SECTION III
CAB. 3/S.D. 160C-P.R.B.C.

LINE	BEARING	DISTANCE
L1	N27°41'18"E	23.93'
(L1)	N28°29'59"E	23.93'

CURVE	DELTA ANGLE	RADIUS	ARC LEN	CHD LEN	CHD BRG
C1	70°26'36"	117.16'	144.05'	135.14'	N07°34'01"W
(C1)	69°58'13"	117.89'	143.97'	135.19'	N06°34'04"W

LEGEND	
●	1/2" IRON PIN FOUND
...	VOLUME/PAGE
P.R.B.C.	PLAT RECORDS BURNET CO.
D.R.B.C.	DEED RECORDS BURNET CO.
R.P.R.B.C.	REAL PROPERTY RECORDS BURNET COUNTY
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS BURNET COUNTY
()	RECORD INFO/SUBJECT
O.H.S.	OVERHANG SETBACK LINE
U.E.	UTILITY EASEMENT

NOTES:

- 1) SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (AREAS OUTSIDE THE 100 YR FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48053C06850, EFFECTIVE 11/01/2019.
- 2) BASIS OF BEARINGS ARE TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE.
- 3) BUILDING SETBACKS AND EASEMENTS SHOWN HEREON ARE PER THE RECORDED PLAT.

LOCATIVE FORM SURVEY

LOCAL ADDRESS: 368 FIRESTONE, MEADOWLAKES, TEXAS.

LEGAL DESCRIPTION: LOT 892A OF A PLAT TO FORM LOT NOS. 884A, 886A, 887A, 889A, 890A & 892A, MEADOWLAKES, SECTION III, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN CABINET 3, SLIDE 160C, PLAT RECORDS OF BURNET COUNTY, TEXAS.

SCHEDULE "B" ITEMS PER THE ABOVE REFERENCED TITLE COMMITMENT THAT PERTAIN TO EASEMENTS AND SETBACK RESTRICTIONS ARE LISTED AND SUBJECT TO THE FOLLOWING:

SUBJECT TO CURRENT TERMS AND CONDITIONS OF LAND USE AND SUBDIVISION REGULATIONS OF THE CITY OF MEADOWLAKES, TEXAS.

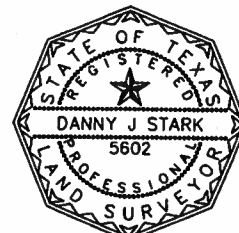
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY HAVE ADDITIONAL ENCUMBRANCES, SURVEYOR NOT RESPONSIBLE FOR ANY ENCUMBRANCES THAT A TITLE COMMITMENT MAY DISCLOSE.

RECORDED PLAT: 3/160C-P.R.B.C.

I HEREBY CERTIFY EXCLUSIVELY TO TED HAGERTY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY. COPYRIGHT 2020, CUPLIN & ASSOCIATES, INC. ©.

Danny J. Stark
DANNY J. STARK, R.P.L.S. NO. 5602

DATED 9/22/2020



1 OF 1
SHEET

PROJ. NO. 19885
PREPARED FOR: HAGERTY CONSTRUCTION, INC.
TECH: MHS
APPROVED: DANNY J. STARK
FIELDWORK PERFORMED ON: 9/21/2020
COPYRIGHT 2020 PROFESSIONAL FIRM NO: 10126000

1500 OLLIE LANE
MARBLE FALLS, TX 78654
PH. 325-389-3300/830-693-8815
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 30'
0 15 30

DATE	NO.	DESCRIPTION
	1	
	2	

REVISIONS



City of Meadowlakes

Mayor and Council Communication

COUNCIL ACTION: 7 - B – Contract with Waste Management of Texas

DATE: October 13, 2020

REFERENCE: New Business 7-B

Council Meeting Date: October 20, 2020

Agenda Item: Contract with Waste Management of Texas for solid waste collection within the City

FROM: Johnnie Thompson, City Manager

Approved by Counsel: Yes

Background:

The existing contract for solid waste and recycling within the City will expire on December 31 of this year. The contract was entered into initially with Republic Waste Systems in 2016 for the contractual period of January 1, 2017, through December 31, 2020. This contract was acquired by Waste Management of Texas several years ago, who currently collects solid waste and provides waste recycling within the City. The original contract was for an initial three-year period with an option for two additional one-year extensions solely at the City's discretion. The contract provides a 3% increase per year in fees for years two and three and for each of the two extensions.

In July, I reported that after discussing with Waste Management representatives, the possibility of extending the contract for one additional year. They indicated they would prefer to execute a new three-year contract with basically the same terms and conditions as the existing contract. There was a draft contract received in August, however, it was not received in time to allow staff to review, so no action was taken at that time other than authorizing me to notify Waste Management of our intent to exercise our option to extend the current contract for an additional year. Recently, staff finished the review of the proposed contract and forwarded their concerns and thoughts to our legal counsel for their review and approval. It is anticipated that we will have a final draft contract for your review and possible approval at your meeting on the 20th. The proposed contract is similar to the existing contract with the same 3% per year escalator clause, however, the new contract calls for the complete replacement of all trash and recycling totes in the City with new ones.

I will give you an update in more detail on this item at your meeting on the 20th.

Recommendations:

Subject to final review by legal counsel and their approval, I would recommend that the Mayor and City Manager be authorized to execute the proposed contract.

Attachments:

Redline copy of the proposed contract with Waste Management of Texas

MUNICIPAL SOLID WASTE AGREEMENT

This Municipal Solid Waste Agreement (this "Agreement") is entered into as of the ____ day of _____, 2020, between the CITY OF MEADOWLAKES ("City"), a municipal _____, 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 is a municipal corporation organized under the laws of the State of Texas and, pursuant to the Texas Constitution and state law, possesses the power to protect and promote the public health, safety, and welfare, to regulate the use of the Public rights-of-way, and to issue and revoke licenses; and

WHEREAS, the City owns or is the proprietor over public streets, rights-of-way, alleys, and other public property and acts as trustee and guardian for the benefit of the City citizens; and

WHEREAS, City desires to grant to Contractor the exclusive right to continue to operate and maintain the service of collection, transportation, and disposal of residential 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 to operate and maintain the service of collection and transportation of residential 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, it is within the City's police power to enforce a comprehensive garbage collection plan; and-

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. **Brush:** Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials that are four (4) feet or less in length and four (4) inches or less in diameter. The term "Brush" specifically excludes material resulting from services of a Commercial Service Provider.
- 1.02. **Bulky Waste:** Furniture, bicycles (without tires), refrigerators that have CFCs removed by a certified technician, stoves, loose brush greater than four (4) feet in length or four (4) inches in diameter, 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.

- 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.
- 1.07. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.08. **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.
- 1.09. **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units or Industrial Units.
- 1.10. **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.
- 1.11. **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.
- 1.12. **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).
- 1.13. **Non-Recyclables:** Any materials in the Single Stream Materials that are not Recyclables.
- 1.14. **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 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.

- 1.15. **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.
- 1.16. **Recycling Cart:** 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 or recyclables 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.
- 1.17. **Refuse:** Same as Rubbish.
- 1.18. **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.
- 1.27. **Residential Waste:** All Refuse, Garbage and Rubbish generated by a Customer at a Residential Unit, excluding Unacceptable Waste.
- 1.19. **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).
- 1.20. **Single Stream Materials:** means all materials deposited by a Customer in the Customer's Recycling Cart or Container, including any Recyclables and Non-Recyclables.
- 1.21. **Solid Waste or Waste:** All Residential Waste to be collected by Contractor pursuant to this Agreement. The term "Solid Waste" or "Waste" specifically excludes Unacceptable Waste.
- 1.22. **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."

- 1.24 **Third Party Provider:** A person, business, or company that is not the occupant of a Residential Unit which provides services to that Residential Unit generating Waste, Brush, or Bulky Waste.
- 1.25. **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.
- 1.26. **Unusual Accumulations:** As to Residential Units, any Waste placed curbside for collection in excess of the volumes permitted by this Agreement or placed outside a Polycart.

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 Residential Unit Waste and Recyclables, subject to the terms hereof, including any tracts, territories and areas hereafter annexed to or acquired by City.

3. TERM:

The term of this Agreement shall commence January 1, 2021 ("Commencement Date"), and continue to remain in full force and effect for a period of three (3) years; provided, however, the term of this Agreement shall automatically extend without further action of the parties for additional terms of one (1) year, each, 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:

(a) Contractor shall collect Waste generated at a Residential Unit and placed in that Residential Unit's Polycart once (1) per week during the term of this Agreement.

(b) Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not using the services of a Third-Party Provider, shall be subject to the Bulky Waste limitations set forth in this Agreement. Any Waste or Bulky Waste generated by a Third Party Provider is commercial waste and Contractor has no obligation to collect those materials.

5.02 Residential Brush/Bulky Waste Collection: Contractor shall provide an every other week collection service to Residential Units for collection of Brush and Bulky Waste. Contractor agrees to collect up to, but not to exceed, a maximum of four (4) cubic yards of Brush and/or Bulky Waste from a Residential Unit. Contractor shall have no obligation to collect any Brush or Bulky Waste 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. Brush and Bulky Waste 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 Recyclables generated at Residential Units and placed in Recyclable Carts. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Cart. 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 in the recycling program. The Recyclables must be dry, loose (not bagged), unshredded, empty and include only the following:

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

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	
Light bulbs, Mirrors, window or auto glass	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Cartons	Aseptic Containers

Contractor will deliver the materials deposited into the Recyclables equipment 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 Contract, 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 Cart to each Residential Unit at the commencement of this Agreement. Polycarts and Recycling Carts (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.

(b) Contractor shall not be required to collect (i) any Residential Waste or Recyclables that are not placed in the appropriate Cart, (ii) any Residential Waste or Recyclables in a Cart that is overloaded by weight or volume, or (iii) a Cart 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. Contractor will provide replacement Carts at no cost to replace those Carts at Residential Units that are damaged. Additional Carts are available for residential Customers at an additional charge to be paid by the Customer as reflected in **Schedule A** attached. In the event a Cart at a Residential Unit should become lost or is missing, Contractor agrees to replace such lost or missing Cart with a replacement Cart, ~~at a cost of \$75.00 to the City.~~

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5.05 Services for City: Contractor will provide the following equipment and services to the City at no cost, which services and equipment are more specifically described in Schedule A:

- Weekly waste collection service to City buildings and parks including weekly pickup of one 6 yard dumpster at the City's sewer treatment plant.
- Four (4) 30-yard temporary roll-off hauls (including rent)

The City shall contact Contractor when the above equipment requires collection services. Any services requested that exceed the number of complimentary hauls listed above shall be charged at the then-current rates consistent with Schedule A.

5.06 Unusual Accumulations Collection: Contractor shall have no obligation to collect Unusual Accumulations and may charge for the collection of any Unusual Accumulations.

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 7:00 P.M. No collection shall be made on Sunday.
- 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
Independence 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 attempt to 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 copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall 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, in which case all scattered Waste shall be timely collected by Contractor.

- 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 Gary Gauci, 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 during the term of this Agreement. Within twenty (20) days after 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 to Contractor payment for services to Residential Unit Customers 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 the provision of its services. 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"** for the first twelve months of the Agreement. Effective January 1, 2022 and continuing annually on each anniversary date of the Commencement Date of this Agreement, Base Rates for services shall be increased by three percent (3%).

~~8.02 **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 state or local governmental fees or charges, changes in the ordinances under which the Contractor is to operate, or changes in federal, state or local laws, rules or regulations.~~

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~~Documentation of such increases shall be submitted to the City at its request. The contractor may petition the City to recover other unforeseen costs caused by changes in government regulation, ordinances, government fees or taxes. Any adjustment pursuant to such requests shall be at the sole discretion of the City. The Contractor agrees to waive any rights for third party mediation related to dispute related to rate provision of this contract.~~

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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 that to receive Contractor services). Contractor will use that monthly Residential Unit total in its next invoice to the City or if the City does not provide the monthly count, Contractor shall use the most recent house count the City has provided. 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 set-out, collection, and disposal as required by this Agreement, including educating Residential Unit Customers to assure proper and timely Waste set out.

9. 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.

10. TERMINATION:

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained in this Agreement, 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.

Either Party may also terminate the Agreement, with no cause, with one hundred eighty (180) days written notice to the other.

11. 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, Burnet County, in the state of Texas, ~~where within which~~ the services are being performed.

12. 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 or other labor disturbances, 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 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.

13. 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 Bodily Injury/Property Damage	\$1,000,000 \$1,000,000 each accident combined single limit	\$1,000,000
Excess/Umbrella Liability	\$1,000,000 occurrence	\$2,000,000

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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
177 Broadmoor, Suite A
Meadowlakes, TX 78654
ATTN: City Manager

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

with a copy to: Waste Management
9708 Giles
Austin, TX 78754
Attn: Senior Legal Counsel; and

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 ____ DAY OF _____, 20__.

CITY:

CITY OF MEADOWLAKES, TEXAS

CONTRACTOR:

WASTE MANAGEMENT OF TEXAS, INC.

BY:
Mayor

BY: _____
ITS: _____

ATTEST:

City Secretary,
City of Meadowlakes, Texas

SCHEDULE "A"
Base Rates

City of Meadowlakes
Effective January 1, 2021

<u>Residential Collection Service</u>	<u>Cart Size</u>	<u>Frequency</u>	<u>Per Home Per Month</u>
Residential Trash	96-gallon	Once Per Week	\$19.00
Residential Recycle	96-gallon	Every Other Week	Included
Residential Brush & Bulky		Every Other Week	Included
Additional Cart	96-gallon	Per Cart	\$5.30
Replacement Cart Fee (missing or lost)	96-gallon	Per Cart	\$75.00/cart

<u>Free Municipal Services</u>	<u>Container Size</u>	<u>Frequency</u>	<u>Number of Containers</u>
City Hall - 177 Broadmoor	96-gallon cart	Once Per Week	3 Trash
City Hall - 177 Broadmoor	96-gallon cart	Every Other Week	3 Recycle
Hidden Falls GC - 220 Meadowlakes Dr	6 cubic yard dumpster	Once Per Week	1 Trash
Hidden Falls GC - Maintenance Yard	4 cubic yard dumpster	Once Per Week	1 Trash
City of Meadowlakes Water Treatment Plant	6 cubic yard dumpster	Once Per Week	1 Trash

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Strike the \$75.00 cart replacement fee

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City of Meadowlakes

Mayor and Council Communication

COUNCIL ACTION: 7 - C – Installation of Propane Tanks within the City

DATE: October 13, 2020

REFERENCE: New Business 7-C

Council Meeting Date: October 20, 2020

Agenda Item: Installation of propane tanks within the City

FROM: Johnnie Thompson, City Manager

Approved by Counsel: Yes

Background:

Recently, a local propane company challenged our Ordinance regarding the installation of propane tanks within the City. Our Ordinance only allows the installation of buried tanks and provides a maximum of two 30-pound tanks stored above ground. Recently the Building Committee has permitted the installation of several below ground propane tanks mainly for heating pools and spas.

When we receive the challenge, we inquired from legal counsel their opinion regarding the challenge. Both our assigned staff attorney and Mr. Bojorquez agree that the TX Natural Resource Code would preempt the City of Meadowlakes code of ordinances, which bans possession of propane tanks. After reviewing the AG Opinion KP-0086 regarding this issue, it was clear to them that the City's Ordinance does not fall under one of the municipal regulation exceptions outlined in the Natural Resources Code Section 113.003. The Code explicitly outlines as exceptions the allowance of cities to regulate underground storage of propane tanks and any propane tank containing a gallon or less of propane.

The only option as it stands now is for the City to petition the Railroad Commission to show that our Ordinance was necessary under health and safety conditions, which would probably be expensive.

However, it does appear that the POA may have jurisdiction regarding this issue since the POA's "Convents, Conditions and Restrictions" specifically address this issue. We have forwarded all of the information we have received from our legal counsel to the POA for their review and consideration.

Recommendations:

Informational only, no action is being requested.