

NEW BUSINESS

ITEM #1

(See Public Hearing Tab)

**Approval of Rezoning Application from
R5 to C1 to allow for small hotel/
lodging, Located at 515 3rd Street,
Blanco, Texas Block 11, Lots Pts 2&3 &
all 4&5, Acres 1 (Owner: R.L. Toms, Inc.,
Lyndi Achilles)**

NEW BUSINESS

ITEM #2



City of Blanco

P.O. Box 750 Blanco, Texas 78606
Office 830-833-4525 Fax 830-833-4121

STAFF REPORT: Staff request for Council to authorize Staff to work with Six Wheeler Investments LLC for City Acceptance of utility improvements and easements on US 281.

DESCRIPTION:

In 2020 the previous City Administrator and City Engineer approved the plans to allow Six Wheeler Investments LLC to build and construct a waterline and sewer line parallel to US 281. The completed water and sewer lines would connect to the public system. The extent of the lines can be viewed on the attachment from Ardurra.

ANALYSIS:

The previous Public Works Director did visit the site where the lines were being installed but the site wasn't inspected on a regular basis by an inspector. Six Wheeler Investments LLC also secured easements from adjacent property owners (where the utility lines cross their property) and had them recorded at the Blanco County Clerk's office. These easements are part of the public record but were not reviewed by administration at the time they were recorded. The current City Administrator has reviewed these documents and does not object to the format or content.

The water and sewer lines were constructed before 2022 and there had been negotiations of what would be required for the City to "accept" the improvements. Our City Engineer, Ardurra came up with a series of tests (see attachment from Ardurra) that would be conducted by a testing company and Six Wheeler's contractor. The tests have been conducted and some improvements were made after the conclusion to these tests. A Waterline sag was fixed. All tests have been completed in a satisfactory manner and should ensure that the water sewer lines were constructed in a manner acceptable to the City.

The Blanco Uniform Development Code requires a minimum 2-year maintenance bond to pay for possible maintenance and mechanical failures that can occur. The City is looking at a 3 year maintenance bond of 20% of the value of the system. Ardurra has estimated the cost at \$1.2 million thereby requiring a bond of \$254,000. We would request a 3 year bond or a 2 year with some type of warranty to extend beyond the original two years. This would give the City an assurance that any issue with the improvements will be covered by the developer.



The developer's Engineer has estimated a cost of \$420,000 thereby making their bond an \$82,000 bond for two years.

FISCAL IMPACT:

RECOMMENDATION:

Staff recommends a 3 year bond at 20% of the \$1.2 million dollar facility thereby making the value of the bond at \$254,000.



Warren Escovy <cityadmin@cityofblancotx.gov>

Message from KM_C458

Byron Sanderfer <bsanderfer@ardurra.com>

Fri, Nov 4, 2022 at 8:59 AM

To: Warren Escovy <cityadmin@cityofblancotx.gov>, Tim Tuggey <tnt@timtuggeylaw.com>

Warren,

The developer has completed the requested testing and provided the following documentation:

- Engineer concurrence letter.
- easement documents.
- record drawings.

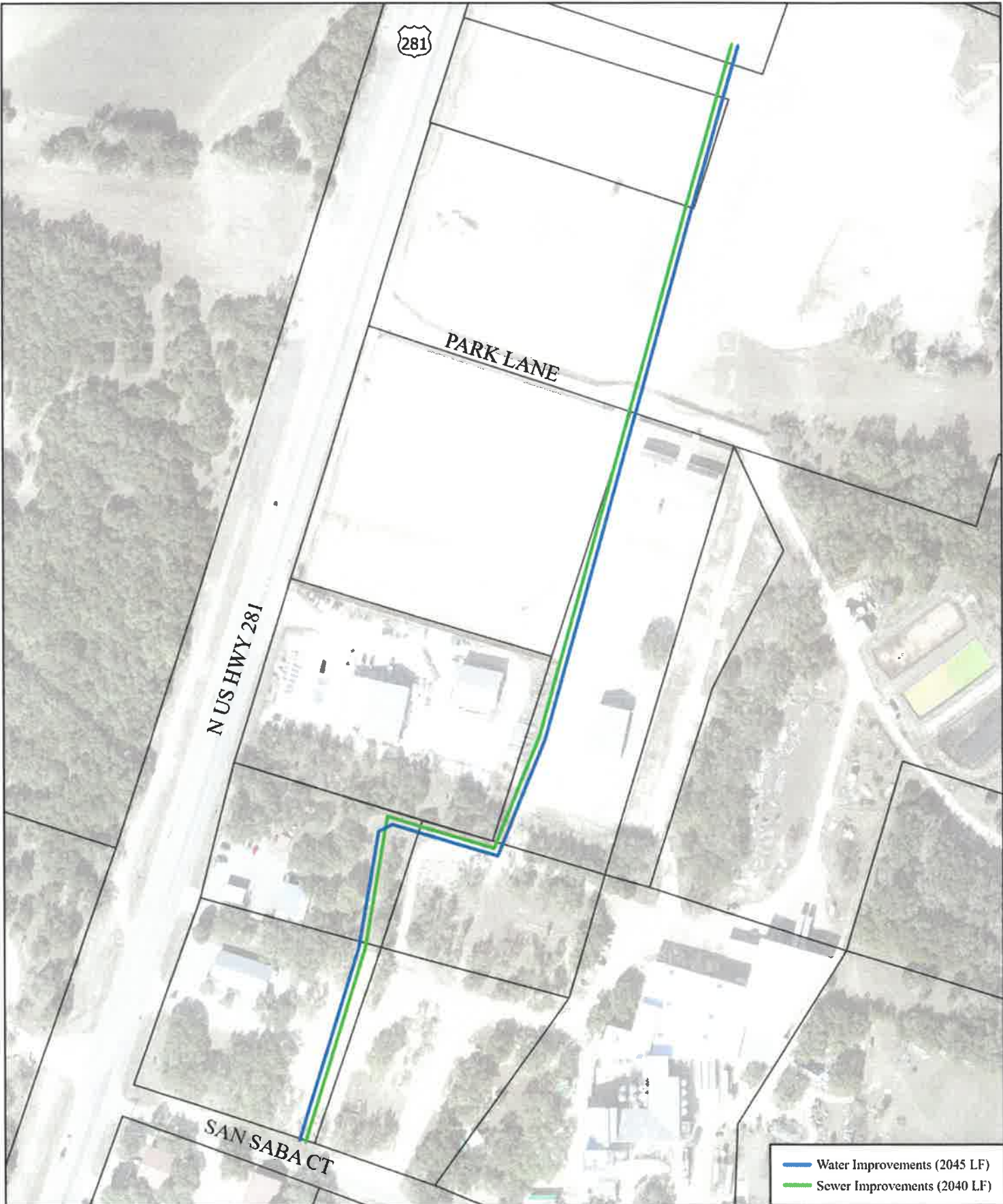
The testing included a hydrostatic test of the waterline, a mandrel test of the sewer main and vacuum test of the manholes. The testing passed after a sag in the sewer main was completed, therefore, I recommend approval of the acceptance of the water and sewer improvements. Please note that no visual inspection was completed during the installation of the water and sewer improvements.

Attached is an exhibit of the water and sewer improvements. The exhibit is based on the plans provided by the developer.

If you have any questions or need additional information, please feel free to give me a call.

Thank you,

Byron Sanderfer, P.E.
CFM, LEED AP BD+C*Central Region Public
Works Practice
Director***O: 210.822.2232 | M:
210.378.0003**8918 Tesoro Drive,
Suite 401, San
Antonio, Texas 78217bsanderfer@ardurra.com
www.ardurra.com



— Water Improvements (2045 LF)
— Sewer Improvements (2040 LF)

SIX WHEELER SEWER & WATER IMPROVEMENTS



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



**CITY OF BLANCO
WHEELER SEWER ESTIMATE**



DATE: 9/7/2022

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
100	MOBILIZATION	LS	1	10%	\$49,112.18
101	PREPARATION OF RIGHT-OF-WAY	LS	1	5%	\$24,556.09
550	TRENCH EXCAVATION SAFETY PROTECTION	LF	2,044.81	\$10.00	\$20,448.10
848	8" (SDR-26) (ASTM D-2241) PVC SANITARY SEWER PIPE - PSI 160 - ALL DEPTH	LF	2,044.81	\$150.00	\$306,721.50
852	SANITARY SEWER MANHOLE (0'-6')	EA	7	\$11,000.00	\$77,000.00
852	EXTRA DEPTH MANHOLE (> 6')	VF	7.45	\$400.00	\$2,980.00
854	SANITARY SEWER LATERALS	LF	220	\$140.00	\$30,800.00
854	TWO-WAY SANITARY SEWER CLEANOUT	EA	11	\$1,500.00	\$16,500.00
858	CONCRETE ENCASEMENT, CRADLES, SADDLES AND COLLARS	CY	6	\$1,000.00	\$6,000.00
866	SANITARY SEWER MAIN TELEVISION POST INSPECTION (8"-15")	LF	2,044.81	\$15.00	\$30,672.15
	SW3P	LS	1	3%	\$14,733.65
		INFLATION (YEAR 1)		8%	\$46,361.89
		INFLATION (YEAR 2)		8%	\$50,070.84
				TOTAL:	\$675,956.40

SOURCE: SAWS AVG UNIT PRICES

**CITY OF BLANCO
WHEELER WATER ESTIMATE**



DATE: 9/7/2022

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
100	MOBILIZATION	LS	1	10%	\$40,975.00
101	PREPARATION OF RIGHT-OF-WAY	LS	1	5%	\$20,487.50
550	TRENCH EXCAVATION SAFETY PROTECTION	LF	2025	\$10.00	\$20,250.00
818	8" PVC WATER MAIN	LF	2025	\$150.00	\$303,750.00
824	NEW 3/4" COPPER SERVICE	EA	2	\$2,000.00	\$4,000.00
824	NEW 1" COPPER SERVICE WITH DUAL METER	EA	2	\$4,000.00	\$8,000.00
824	CUSTOMER SHUT-OFF VALVE	EA	6	\$500.00	\$3,000.00
824	PRESSURE REDUCING VALVE	EA	6	\$1,000.00	\$6,000.00
828	8" GATE VALVE	EA	1	\$4,000.00	\$4,000.00
832	8"X8" TAPPING SLEEVE, M.J.	EA	1	\$5,000.00	\$5,000.00
833	NEW METER BOX	EA	6	\$500.00	\$3,000.00
834	FIRE HYDRANT ASSEMBLY	EA	3	\$10,000.00	\$30,000.00
836	PIPE FITTINGS, ALL SIZES & TYPES	TON	0.50	\$7,500.00	\$3,750.00
840	8" WATER TIE-IN	EA	2	\$5,000.00	\$10,000.00
841	HYDROSTATIC TESTING	EA	1	\$3,000.00	\$3,000.00
844	2" TEMPORARY BLOWOFF	EA	2	\$3,000.00	\$6,000.00
	SW3P	LS	1	3%	\$12,292.50
			INFLATION (YEAR 1)	8%	\$38,680.40
			INFLATION (YEAR 2)	8%	\$41,774.83
			TOTAL:		\$563,960.23

SOURCE: SAWS AVG UNIT PRICES

Six Wheeler Investments LLC
PO Box 1618, Blanco, Texas 78606

November 1, 2022

Via Email: (cityadmin@cityofblancotx.gov)

City of Blanco
P.O. Box 750
Blanco, TX. 78606
Attn: Warren Escovy

RE: Sewer & Water Improvements – Blanco 40 Acre Commercial

“Dear Mr. Escovy,

Six Wheeler Investments, LLC (the “Owner/Developer”) agrees to post fiscal security with the City of Blanco (the “City”) in the amount of Eighty-Four Thousand, Two-Hundred Fifty and No/100 Dollars (\$84,250.00) for a period up to two (2) years, upon the City’s acceptance of the wastewater and water mains.

“Based on the recent testing of the lines approved by the City’s engineer, the submission to the City the as-built plans and corresponding certified signed letter from professional engineer stating the improvements were installed and completed in accordance with the as-built plans, the submission to the City copies of the required easements for the lines, and the fiscal security noted above, the Owner/Developer hereby seeks the City’s acceptance of the wastewater and water lines.”

Sincerely,



Jason Wheeler



Developer: Six Wheeler Investments, LLC

Project: Extension of Mains for Blanco 40 AC Commercial

Basis: Average of Costs from Contractors Estimates Dated 9/30/2022

Jurisdiction: City of Blanco

Description	Qty	Unit	Unit Price	Total
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Wastewater System

8" Sewer Pipe (0-6')	794	LF	\$ 58.00	\$ 46,054.90
8" Sewer Pipe (6-8')	558	LF	\$ 63.00	\$ 35,147.07
8" Sewer Pipe (8-10')	693	LF	\$ 69.00	\$ 47,808.03
Pothole existing utilities	1	LS	\$ 3,375.00	\$ 3,375.00
Existing Manhole	1	EA	\$ 8,750.00	\$ 8,750.00
Standard Sewer Manholes	8	EA	\$ 5,850.00	\$ 46,800.00
Manhole - Encasement	1	LS	\$ 3,735.00	\$ 3,735.00
Manhole - Coating	74	VF	\$ 137.50	\$ 10,175.00
Sanitary Sewer Laterals (6")	4	LF	\$ 58.00	\$ 232.00
TV Inspection	2,045	LF	\$ 2.38	\$ 4,856.88
Trench Excavation Protection	2,045	LF	\$ 1.88	\$ 3,834.38
Wastewater System - Total				\$ 210,768.25

Water System

Water tie-in	1	EA	\$ 13,500.00	\$ 13,500.00
Potholing	1	LS	\$ 3,375.00	\$ 3,375.00
8" PVC (C900) Water Pipe	2,064	LF	\$ 66.75	\$ 137,772.00
8" Gate Valve MJ w/box	1	EA	\$ 2,300.00	\$ 2,300.00
3/4" Short Single Service	1	EA	\$ 1,950.00	\$ 1,950.00
Fire Hydrant Assembly (W/Tee and Gate Valve)	3	EA	\$ 5,250.00	\$ 15,750.00
Cast Iron Fittings	1	TON	\$ 11,000.00	\$ 13,750.00
Joint Restraints	1	LS	\$ 10,250.00	\$ 10,250.00
Chlorination Assy	1	EA	\$ 2,500.00	\$ 2,500.00
Hydrostatic Test	2,064	LF	\$ 2.13	\$ 4,386.00
Chlorination & Bacteriological test	2,064	LF	\$ 1.40	\$ 2,889.60
Trench Excavation Safety Protection	2,064	LF	\$ 1.00	\$ 2,064.00
Water System - Total				\$ 210,486.60

Total Cost				\$ 421,254.85
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2 Year Warranty Bond at 20%				\$ 84,250.97
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10/26/2022



Serving. Leading. Solving.™

NEW BUSINESS

ITEM #3

ORDINANCE 2022-O- 011

ORDINANCE AMENDING CITY COUNCIL MEETING RULES OF CONDUCT

AN ORDINANCE AMENDING ORDINANCE 2021-O-005, CODIFIED AT CHAPTER 2, SECTION 2.10.001. MEETING RULES OF CONDUCT AND DECORUM, CITY OF BLANCO CODE OF ORDINANCES, BY ADDING NEW SUB PARAGRAPH (4), RENUMBERING ALL SUBSEQUENT SUB PARAGRAPHS, AND AMENDING NEW SUB PARAGRAPH (10) (FORMERLY SUB PARAGRAPH (9)); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

WHEREAS the City Council of the City of Blanco (the "City") wishes to provide for the public welfare and input of the citizens of the City for its proper governance, and in support thereof, the orderly and proper conduct of City Council meetings;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLANCO, STATE OF TEXAS:

SECTION 1. FINDINGS OF FACT.

That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. AMENDMENTS TO THE CITY OF BLANCO CODE OF ORDINANCES, AT CHAPTER 2, SECTION 2.10.001. MEETING RULES OF CONDUCT AND DECORUM, ADDING NEW SUB PARAGRAPH (4), RENUMBERING ALL SUBSEQUENT SUB PARAGRAPHS, AND AMENDING NEW SUB PARAGRAPH (10) (FORMERLY SUB PARAGRAPH (9)).

Chapter 2, Section 2.10.001. Meeting Rules of Conduct and Decorum, City of Blanco Code of Ordinances, is hereby amended by adding new sub paragraph (4), renumbering all subsequent sub paragraphs, and amending new sub paragraph (10) (formerly sub paragraph (9)), each to read as follows:

(4) If there are several comments on a listed agenda item(s), the presiding officer may allow citizens to provide their comments during the agenda item(s) rather than the "public comments" portion, but members of the public must sign in before the meeting begins; and

(10) Unless specifically recognized by the presiding officer for such purpose, city council members shall not speak nor answer questions from members of the public speaking during the "public comments" portion of any meeting.

SECTION 3. EFFECTIVE DATE

This ordinance is effective immediately. The City Administrator shall, within 10 days after such effective date, cause the publication of notice of adoption on the City's website, the local

newspaper of general circulation, and by such other and further means necessary to provide notice to the public.

SECTION 4. SEVERABILITY

If any provision of this ordinance shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or in part, except if the part held or adjudged invalid or unconstitutional.

SECTION 5. REPEALER

Upon adoption, the provisions of this ordinance repeal any inconsistent existing provisions of other City ordinances.

APPROVED AND ADOPTED BY CITY COUNCIL, CITY OF BLANCO, ON THE ____ DAY OF _____ 2022.

CITY OF BLANCO

Mayor

ATTEST:

City Secretary

§ 2.10.001. Meeting rules of conduct and decorum.

- (a) The following rules of conduct and decorum are hereby adopted and shall apply in all city council meetings as follows:
- (1) Members of the public wishing to address the city council may provide input during the “public comments” on items that are or are not listed on the agenda.
 - (2) Members of the public shall sign in before the meeting on a sign in sheet provided by the city secretary. The presiding official may call those signed in to the podium to speak.
 - (3) Members of the public shall be allowed three (3) minutes to provide comments during the “public comments” portion. Members of the public may not allocate or transfer their time to others to address the body. The presiding officer shall have final say over speakers’ time limits and the number and timing of comments related to any topic.
 - (4) If there are several comments on a listed agenda item, the presiding officer has the authority to allow citizens to provide their comments during the agenda item rather than during the “public comments” portion, but members of the public must sign in before the meeting begins.
 - (5) All city council meetings will be videotaped live and placed on the city website. Videotaping of city council meetings is allowed from the back row of the city council chambers. No video equipment shall be placed so that it obstructs the view of other members of the community attending the city council meeting.
 - (6) City council members, staff and members of the public shall not shout, display unruly behavior, distract with side conversations, use profanity, threat of violence, or disrupt the orderly conduct of the meeting.
 - (7) When any person is addressing city council, staff or members of the public, no personal attacks on staff, members of the public or city council shall be allowed.
 - (8) If the person speaking violates these rules of decorum, they may be asked to leave the meeting room and if the person does not immediately leave the meeting room, the presiding officer may order any peace officer at the meeting to remove the person from the meeting room.
 - (9) City council members shall not speak or answer questions from members of the public speaking during public comments on items not listed on the agenda.
 - (10) Any city council member desiring to speak during any portion of city council meetings shall be first recognized by the presiding officer.
 - (11) A councilmember who has spoken should refrain from speaking again until each councilmember has had an opportunity to speak.
 - (12) Councilmembers shall not use devices for the purpose of communicating during a city council meeting. These devices include but are not limited to

telephone, computer, I-Pad.

(13) Robert's Rules of Order will take precedence for conduct not covered by thes

council meeting rules.

- (b) Such rules shall be administered and enforced by the presiding officer of such city council.
- (c) Such rules shall apply to all members of the public presenting information to the city council.
- (d) Such rules may be suspended, for good cause, by the presiding officer during a meeting as long as the presentation of information remains related to public business only.
- (e) The presiding officer may enforce these rules by any means or authority provided to the presiding officer by law.

(Ordinance 2021-O-005 adopted 7/13/21)

CITY OF BLANCO
ORDINANCE No. 2021-O-005

AN ORDINANCE OF THE CITY OF BLANCO, TX., CITY COUNCIL ADOPTING RULES OF CONDUCT AND DECORUM FOR PUBLIC MEETINGS AND HEARINGS HELD BY THE CITY COUNCIL; PROVIDING FOR REPEALER, SEVERABILITY AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Blanco is a General Law Type A Municipality located within Blanco County, Texas; and

WHEREAS, the City of Blanco, as a General Law Type A Municipality, derives its powers exclusively from the Texas Constitution and the State statutes; and

WHEREAS, the City of Blanco City Council conducts its business at public meetings and hearings; and

WHEREAS, the City of Blanco City Council has a responsibility to ensure that members of the public have the opportunity to participate in public meetings and public hearings and therefore can reasonably limit the length and general nature of public comments so that the City Council and its boards and commission can consider various points of view; and

WHEREAS, while the public may provide information during designated times at public meetings to the City Council, such presentation must be limited to public business in order for the City Council to efficiently and effectively conduct its meetings; and

WHEREAS, to assist with expectations and provide clear guidance to the public as to the proper conduct when presenting public business information to the City Council, boards, or commission, the City Council finds it appropriate to adopt certain rules of conduct and decorum; and

WHEREAS, the City of Blanco finds it is in the best interest of its residents and the general public to adopt the following rules of conduct and decorum.

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

Section 1. The following rules of conduct and decorum are hereby adopted and shall apply in all City Council meetings of the City of Blanco as follows:

1. Members of the public wishing to address the City Council may provide input during the "Public Comments" on items that are or are not listed on the agenda.

2. Members of the public shall sign in before the meeting on a sign in sheet provided by the City Secretary. The Presiding Official may call those signed in to the podium to speak.

3. Members of the public shall be allowed three (3) minutes to provide comments during the "Public Comments" portion. Members of the public may not allocate or transfer their time to others to address the body. The presiding officer shall have final say over speakers' time limits and the number and timing of comments related to any topic.
4. All City Council meetings will be videotaped live and placed on the City of Blanco website. Videotaping of City Council meetings is allowed from the back row of the City Council chambers. No video equipment shall be placed so that it obstructs the view of other members of the community attending the City Council meeting.
5. City Council members, staff and members of the public shall not shout, display unruly behavior, distract with side conversations, use profanity, threat of violence, or disrupt the orderly conduct of the meeting.
6. When any person is addressing City Council, staff or members of the public, no personal attacks on staff, members of the public or City Council shall be allowed.
7. If the person speaking violates these rules of decorum, they may be asked to leave the meeting room and if the person does not immediately leave the meeting room, the presiding officer may order any peace officer at the meeting to remove the person from the meeting room.
8. City Council members shall not speak or answer questions from members of the public speaking during Public Comments.
9. Any City Council member desiring to speak during any portion of City Council meetings shall be first recognized by the Presiding Officer.
10. A Council member who has spoken should refrain from speaking again until each Council member has had an opportunity to speak.

11. Council members shall not use devices for the purpose of communicating during a City Council meeting. These devices include but are not limited to telephone, computer, I-Pad.

12. Robert's Rules of Order will take precedence for conduct not covered by these Council meeting rules.

- Section 2.** Such rules shall be administered and enforced by the Presiding Officer of such City Council.
- Section 3.** Such rules shall apply to all members of the public presenting information to the City Council.
- Section 4.** Such rules may be suspended, for good cause, by the Presiding Officer during a meeting as long as the presentation of information remains related to public business only.
- Section 5.** The Presiding Officer may enforce these rules by any means or authority provided to the Presiding Officer by law.
- Section 6.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.
- Section 7.** The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this Ordinance.
- Section 8.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED on this 13 day of July, 2021, by a vote of 5 ayes, 0 nays, 0 abstentions of the City Council of the City of Blanco, Texas.

City of Blanco, Texas

Rachel Lumpee
Rachel Lumpee, Mayor

ATTEST:
Laurie Cassidy
Laurie Cassidy, City Secretary



NEW BUSINESS

ITEM #4



City of Blanco

P.O. Box 750 Blanco, Texas 78606
Office 830-833-4525 Fax 830-833-4121

11-8-22

STAFF REPORT: Disconnect dates

DESCRIPTION: Move Utility disconnect date from November 21st and December 21st to November 28th and December 28th respectively

ANALYSIS: Utility Disconnects (water cut-off for non-payment) usually take place on the 21st of each month for customers who have not paid their water bill. Most utility bills go out at the end of the month with payment due on the 10th of the following month and a "cut-off" the following 21st. Due to Thanksgiving holiday on November 24th and Christmas Holiday on December 24th and 25th Administration recommends that cut-offs occur the following week to avoid residents not having utility services.

FISCAL IMPACT: Late payment

RECOMMENDATION:

Move utility disconnects 7 days later in the Months of November and December due to Holidays.

NEW BUSINESS

ITEM #5



City of Blanco

P.O. Box 750 Blanco, Texas 78606
Office 830-833-4525 Fax 830-833-4121

11/8/22

STAFF REPORT: RFQ for garbage services or renew with Waste Connection

DESCRIPTION:

City of Blanco has a five year contract with Waste Connection that expires on March 30th 2023. As per the contract it automatically renews unless the City gives a 90-day notice of a change in solid waste providers.

ANALYSIS:

Residential cost for once-a-week pick up is \$14.51 and the City currently pays Waste Connection \$200,000 a year. The contract is coming up for renewal or an RFQ would be needed if Council would like to explore different companies or broad changes in service delivery. Small changes such as recycling options, or heavy trash day options should be okay to negotiate.

FISCAL IMPACT:

At \$200,000 a year that is reimbursed by residents this is more of an issue if the City is satisfied with the service.

RECOMMENDATION:

Staff recommends that council approve moving forward with Waste Connection and renew the current contract with changes as needed.

**AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE
IN THE CITY OF BLANCO, TEXAS**

April 1, 2018

**AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE
IN THE CITY OF BLANCO, TEXAS**

THIS AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of March 6, 2018, by and between Progressive Waste Solutions of TX, Inc. d/b/a WC of Texas, a Texas corporation (the "Service Provider"), and the City of Blanco, Texas (the "City").

WHEREAS, the Service Provider and the City are parties to that certain Exclusive Franchise Agreement, dated April 1, 2002 (the "Original Agreement"); and

WHEREAS, the legal entity under which Service Provider entered into the Original Agreement was IESI TX Corporation; and

WHEREAS, IESI TX Corporation subsequently performed a legal name change to Progressive Waste Solutions of TX, Inc.; and

WHEREAS, the Original Agreement renewed automatically on April 1, 2012;

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to amend the Original Agreement to exclude exclusive rights to provide Roll-Off services and to address other revisions as contained herein; and

WHEREAS, in order to ratify and confirm Progressive Waste Solutions of TX, Inc. d/b/a WC of Texas as the "Service Provider" with sole rights to perform services under the Original Agreement, the Service Provider and the City desire to amend and restate the Original Agreement.

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

SECTION I. DEFINED TERMS.

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

Bulky Item - Any item measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators (certified to be Freon free), stoves, washing machines, water tanks, chairs, couches, chairs, and tree trimmings.

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

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

Cart - A Container with ninety-six (96) gallons of capacity.

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

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

Container - Any receptacle, including, but not limited to, dumpsters, Roll-Offs, and Carts, provided to the City by the Service Provider and utilized by a Commercial, Industrial, or Residential Unit for collecting Municipal Solid Waste or Recyclable Materials. Containers are designed to hold between ninety-five (95) gallons and forty (40) cubic yards of Municipal Solid Waste or Recyclable Materials.

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

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

Holidays - The following days:

New Year's Day (January 1st)

Memorial Day

Independence Day (July 4th)

Labor Day

Thanksgiving Day

Christmas Day (December 25th).

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

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Natural Resource Conservation Committee within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

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

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

Recycle or Recycling - any process or portion thereof by which Recyclable Materials are separated, collected and processed for reuse or returned to use or to market in the form of raw materials or products.

Recyclable Materials - Paper (newspaper, office paper, junk mail, cereal and soft drink boxes); aluminum and metal cans (food cans (labels left on are acceptable)); soda cans; glass (clear, green and amber jars and bottles); rigid plastics (#1 through #5 & #7, including yogurt and margarine tubs); and corrugated cardboard, including boxboard (cereal, shoes, etc.); **but excluding** plastic bags, styrofoam (cups, egg cartons, take-out containers); Hazardous Waste, including oil, paint, and pesticides; trash (non-putrescible solid waste consisting of both combustible and noncombustible waste materials); yard waste; soiled or wet newspaper; stable matter; and used motor oil.

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

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

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

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(38).

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

SECTION 2. EXCLUSIVE FRANCHISE GRANT AND FRANCHISE FEE.

A. Exclusive Franchise Grant

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste (and Recyclable Materials, if so elected as provided below), the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste (and Recyclable Materials, if so elected as provided below) over, upon, along, and across the City's present and future streets, alleys, bridges, and public properties.

An exception to the exclusive franchise granted herein is recognized for Roll-Off Service, also known as Construction and Demolition Waste, utilized by commercial business or for construction and demolition purposes.

To maintain the exclusive franchise in favor of the Service Provider contained herein, the City shall take all appropriate legal action against any company, customer or third-party infringing upon the exclusive rights of the Service Provider. Appropriate legal action is determined in the sole discretion of the City, after advice from legal counsel. If the City fails to pursue appropriate legal action to remedy an infringement on the Service Provider's exclusive franchise rights, the Service Provider may retain a subrogation right from the City to recover actual damages from any third-party who interferes with

Service Provider's exclusive-franchise grant described herein. The Service Provider shall retain all remedies afforded to it by contract or law to seek enforcement by the City, including, but not limited to, specific performance, to the extent provided by law.

B. Franchise Fee

Franchise Fee Amount. The Service Provider shall pay quarterly to the City a franchise fee in an amount equal to seven percent (7%) of the gross receipts derived during the preceding quarter pursuant to this Agreement.

Franchise Fee Payment. The franchise fee and other costs or penalties assessed shall be paid quarterly to the City on or before the last day of the month following the end of the quarterly period for which said payment is due. Delinquent amounts will bear interest at the rate of the prime rate as established by the City depository plus four percent (4%) per annum until paid. The franchise fee payment shall be delivered to the City's Secretary, along with a franchise fee statement, showing, in a form prescribed or approved by the Mayor or City Administrator, the calculations of the amount of such quarterly payment. This fee statement shall be certified by an authorized representative of the Service Provider.

Quarterly Statement Review. Should the City question the accuracy of or request an explanation of any quarterly statement provided by the Service Provider, Service Provider shall, within fifteen (15) days of receiving a written transmittal of such question or request, provide City with a written answer. Should such written answer not be reasonably satisfactory to the City, City shall have the right, at its sole cost and upon at least seven (7) days' prior written notice, to review or audit the Service Provider's franchise fee statements and statements of receipts and other books and records directly related to Service Provider's operations under this Agreement, and to re-compute any amounts determined to be payable under this Agreement; provided, however, that any such review or audit shall take place within six (6) months following the close of the quarter covered by such statement(s). Any additional amount due to the City as a result of the City's review or audit shall be paid within thirty (30) days following written notice to the Service Provider by the City.

The exclusive franchise grant herein includes all Single-Family Residential Units located outside of the City's corporate limits which receive water and sewer services from the City.

SECTION 3. OPERATIONS.

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and dispose of all Municipal Solid Waste (as provided in Sections 4 and 5) (and Recyclable Materials, if so elected as provided below) (i) generated and accumulated by Commercial, Industrial, and Residential Units, and (ii) placed within Containers by those Commercial, Industrial, and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units, and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

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

SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.

A. **Single-Family Residential Units.** The Service Provider will collect Municipal Solid Waste from Single-Family Residential Units once per week; provided, that (i) such Municipal Solid Waste is placed in Carts provided by the Service Provider, and (ii) such Carts are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day.

B. **Excess or Misplaced Municipal Solid Waste and Recyclable Materials.** The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste (and Recyclables Materials, if so elected) placed inside the Carts provided by the Service Provider. Municipal Solid Waste (and Recyclables Materials, if so elected) in excess of the Carts limits, or placed outside or adjacent to the Cart, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste (and Recyclables Materials, if so elected) may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion. If the excess or misplaced Municipal Solid Waste (and Recyclables Materials, if so elected) continues, the City may require the Single-Family Residential Unit to utilize additional Carts so that the excess or misplaced Municipal Solid Waste (and Recyclables Materials, if so elected) will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.A. hereto.

C. **Handicapped Residential Units.** Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Cart; provided, that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need.

D. **Optional Recycling Service.** At any time during the term hereof, and upon at least sixty (60) days prior written notice, the City shall have the right to initiate a curbside recycling collection program for all Single-Family Residential Units. In the event the City so elects to initiate said program, the Service Provider will collect Recyclable Materials from Single-Family Residential Units once every other week; provided, that (i) such Recyclable Materials are placed in Carts provided by the Service Provider, and (ii) such Carts are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit with the handle/wheels toward the curb and at least five (5) feet from the Municipal Solid Waste Cart no later than 7:00 a.m. on the scheduled collection day. Each Single-Family Residential Unit will be provided with one (1) blue Cart for Recyclable Materials.

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

The Service Provider will collect Municipal Solid Waste from Commercial, Industrial, and Multi-Family Residential Units once or twice per week, as provided for in Section 9.B. hereto. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. hereto.

SECTION 6. SPECIAL COLLECTIONS AND SERVICES: RECYCLING.

A. Municipal Locations. The Service Provider will provide, at no cost to the City, up to an aggregate number of six (6) Carts or three or four yard Containers to collect Municipal Solid Waste at certain municipal locations within the City once or twice per week, as needed. Specifically, the provisions of this Section 6.A. shall apply to the following locations (the number of Containers is indicated in parenthesis):

City Hall (1)

Water Plant (1)

Two City Yards (2)

City Parks (2)-as designated by City Council

B. Special Events. In addition, the Service Provider will provide, haul, and dispose, at no cost to the City, six (6) Roll-Off Containers to collect Municipal Solid Waste at certain special events in the City, including City Clean-up Day; provided, that the City gives the Service Provider reasonable prior written notice of the date of such special event as well as the number of Containers that will be required.

C. Recycling. If requested by City, Service Provider shall collect single-stream Recyclable Materials on the same day as refuse collection for Single-Family Residential Units one (1) time per week, if City has elected the option for curbside Recycling. Service Provider will provide one (1) Recycling Cart to each Single-Family Residential Unit if City has elected the optional curbside Recycling.

SECTION 7. BULKY ITEMS AND BUNDLES.

A. Pre-Arranged Collections. The Service Provider will collect Bundles from Single-Family Residential Units once per week, as designated by the Service Provider on their scheduled collection day; provided that the Bundles: (i) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (ii) are reasonably contained, and (iii) do not exceed two (2) cubic yards in total volume or have any individual item exceeding fifty (50) pounds in weight. The Service Provider shall only be responsible for collecting, hauling, and disposing Bundles from those Single-Family Residential Units that have complied with this Section 7.A. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

B. Negotiated Collections. It is understood and agreed that the service provided under Section 7.A. does not include the collection of Bulky Items and Bundles comprised of Construction and Demolition Waste, White Goods, and furniture or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services.

SECTION 8. TITLE TO EQUIPMENT.

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

SECTION 9. RATES AND FEES.

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

A. Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A. hereto, the Service Provider shall charge (i) \$11.59 per month for each Single-Family Residential Unit utilizing one Cart, plus (ii) \$5.84 per month for each additional Cart utilized by such Single-Family Residential Unit. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water or sewer services.

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

Commercial, Industrial and Multi-Family Units		
Container Size	Collections Per Week	Monthly Rate
95 gallons	One	\$ 15.35
2 yards	One	\$ 55.35
2 yards	Two	\$124.91
3 yards	One	\$ 81.00
3 yards	Two	\$161.14
4 yards	One	\$ 97.39
4 yards	Two	\$189.63
4 yards	Three	\$292.28
4 yards	Four	\$417.36
4 yards	Five	\$543.47
6 yards	One	\$148.86
6 yards	Two	\$298.40
6 yards	Three	\$447.38
6 yards	Four	\$596.79
6 yards	Five	\$753.39
8 yards	One	\$194.52
8 yards	Two	\$379.21
8 yards	Three	\$568.80
8 yards	Four	\$778.04
8 yards	Five	\$991.44

For any collection that the Service Provider is required to make in excess of the above weekly figures, the Service Provider shall charge an additional \$19.50 per service per Container. The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units that are located within the City's corporate limits and billed by the City for water or sewer services.

C. Recycling. If the City elects to initiate the recycling collection program, for the Services provided to Single-Family Residential Units under Section 4.D. hereto, the Service Provider shall charge (i) \$5.52 per month for each Single-Family Residential Unit utilizing one Cart, plus (ii) \$3.21 per month for each additional Cart utilized by such Single-Family Residential Unit. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water or sewer services.

SECTION 10. RATE ADJUSTMENT.

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

B. Operating Cost Adjustment. In addition to any other rate adjustments provided for herein, at any time thereafter during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments from time to time on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. Upon a satisfactory showing of the basis for an adjustment, any rate adjustment shall be approved by the City Council and shall not be unreasonably withheld. No operational cost adjustment shall go into effect until approved by City Council.

C. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees upon notice and satisfactory showing to the City which approval shall not be unreasonably withheld.

SECTION 11. EXCLUSIONS.

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

SECTION 12. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on April 1, 2018 and expiring on March 31, 2023. At the expiration of the term of this Agreement, the Agreement will be automatically extended for successive periods of five (5) years; provided, that neither party provides the other party with written notice of intent to terminate this Agreement at least ninety (90) days prior to the expiration date of this Agreement or ninety (90) days prior to any of the then applicable individual five (5) year extension period. If either party provides such notice, this Agreement will cease to be renewed and will terminate at the end of either this five (5) year Agreement, or at the end of the subsequent five (5) year extension period, as applicable.

SECTION 13. ASSIGNMENT; AMENDMENT.

Assignment. This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City, which consent shall not be unreasonably withheld; provided, however, that the Service Provider may assign this Agreement to an affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent. The Service Provider shall give the City a minimum of thirty (30) days written notice prior to assigning this Agreement.

Use of subcontractors by the Service Provider or subsidiaries or affiliates of the Service Provider for technical or professional services shall not be considered an assignment of this Agreement; provided that in any such event the Service Provider remains responsible for all services and performance provided under this Agreement. The City reserves the right to object, in writing, to the use of specific subcontractors. No subcontractor may be used over the City's objection.

Amendment. All provisions of this Agreement shall be strictly complied with and conformed to by the parties, and no amendment to this Agreement shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.

SECTION 14. ENFORCEMENT; SECURITY DEPOSITS.

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances that will enable the Service Provider to provide the Services set forth herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers. Said deposits shall be payable to the City and maintained by the City in a separate trust account, which shall be subject to immediate forfeiture to the Service Provider in the event of damage, destruction, or other loss of the Containers. The City shall transfer deposits to the Service Provider upon adequate showing of damage, destruction, or other loss to the Containers provided by the Service Provider.

SECTION 15. PROCESSING, BILLING AND FEES.

A. Monthly Statement. On a monthly basis, the City agrees to bill and collect any fees charged under Section 9 hereto from all Commercial, Industrial and Residential Units possessing active water meters within the City's corporate limits, as well as from all other Commercial, Industrial and Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits. Thereafter, the City will remit to the Service Provider an amount equal to the Monthly Statement. Such remittance shall be made by the City on or before the 25th day of each month (for the immediately preceding month's service) commencing on April 1, 2018. Along with each monthly remittance, the City shall provide the Service Provider with a report indicating the service type, size, location, and rate for Commercial Units and Industrial Units, as well as the number and rate of Residential Units which have been billed for that month. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

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

C. Bad Debt: Unpaid Rates/Fees. The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Commercial, Industrial or Residential Units.

SECTION 16. SPILLAGE.

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

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

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

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

SECTION 18. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement.

SECTION 19. CUSTOMER SERVICE.

The City agrees to field all inquiries and complaints from Commercial, Industrial and Residential Units relating to the collection, hauling and disposal of Municipal Solid Waste. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. In order to assist the City in its obligations under this Section 19, the Service Provider agrees to provide City Hall with a primary contact and toll free telephone number, as well as Service Request Forms for customer service issues such as changes in service, container repair requests and missed collections.

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 20.

SECTION 21. VEHICLES AND EQUIPMENT.

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

SECTION 22. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved. The City expresses that its streets and rights of ways are capable of withstanding the normal wear and tear of solid waste collection vehicles and will not hold the Service Provider responsible for any damage to the streets or rights of ways that may occur in the normal provision of collection services.

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.

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

its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 24. INSURANCE COVERAGE.

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

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Workmen's Compensation	Statutory
(2) Employer's General Commercial Liability	\$1,000,000
(3) Bodily Injury Liability (except automobile)	\$500,000 per occurrence; \$1,000,000 in the aggregate
(4) Property Damage Liability (except automobile)	\$500,000 per occurrence; \$1,000,000 in the aggregate
(5) Automobile Bodily Injury Liability	\$500,000 per occurrence; \$1,000,000 in the aggregate
(6) Automobile Property Damage Liability	\$500,000 per occurrence
(7) Excess Umbrella Liability	\$5,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. On an annual basis, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 24 and shall list the City as an additional named insured. The Service Provider must give the City notice of any material changes or cancellation at least thirty (30) days prior to date of change or cancellation.

SECTION 25. INDEMNITY.

The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) incident to its performance of the Services that arise out of a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

SECTION 26. SAVINGS PROVISION.

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

SECTION 27. TERMINATION; DEFAULT; CURE; REMEDIES.

- A. Acts of Default. In addition to any other acts of default identified elsewhere in this Agreement, the following events shall be deemed to be acts of default under this Agreement:
- (i) failure to comply with any provision of this Agreement; or
 - (ii) failure to remedy a condition that materially affects the physical health or safety of the public.
- B. Declaration of Default, Notice, Opportunity to Cure. If a default occurs, this Agreement shall be declared in default, unless within thirty (30) days after written notice of default by either party, the defaulting party corrects the deficiency or commences and continues to take all necessary action to cure the default, such time extended by the non-defaulting party as reasonably necessary to complete such curing, unless such breach involves public safety.
- C. Remedies upon Default. In the event of a default that is not timely cured, this Agreement shall terminate without waiving the non-defaulting party's rights to damages.

The exercise of any one or more rights or remedies shall not impair a party's right to exercise any other right or remedy. No delay or omission of either party to exercise any right or remedy arising from an event of default shall be deemed a waiver of any such right or remedy.

SECTION 28. FORCE MAJEURE.

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

SECTION 29. MANDATORY DISCLOSURES.

Texas law requires that vendors make certain disclosures. Prior to the effective date of this Agreement, the Service Provider has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).

The Service Provider must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SECTION 30. ATTORNEYS' FEES AND LEGAL COSTS.

In any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof, each party shall be responsible for its own attorney's fees and costs.

SECTION 31. GOVERNING LAW.


This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the State of Texas, and all obligations hereunder shall be performable in Blanco County, Texas. Venue shall be in Travis County, Texas.

SECTION 32. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF BLANCO CITY COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS ____ DAY OF _____, 2018.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

PROGRESSIVE WASTE SOLUTIONS OF TX, INC. D/B/A WC OF TEXAS
2010 IH-10 W
Seguin, Texas 78155

By: 
Name: Chris Kjar
Title: District Manager

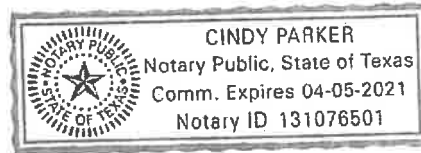
STATE OF TEXAS §
 §
COUNTY OF BLANCO §

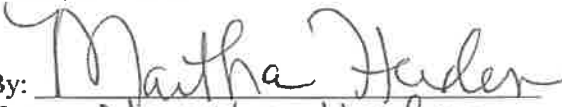
THIS INSTRUMENT was acknowledged before me on this 30 day of March 2018, by Chris Kjar, District Mgr. of Progressive Waste Solutions of TX, Inc., on behalf of said corporation .

(SEAL)

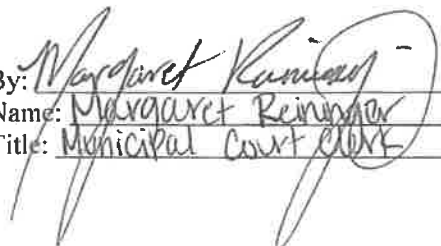

Notary Public, State of Texas

CITY OF BLANCO, TEXAS
P.O. Box 1369
Burnet, TX 78611



By: 
Name: Martha Herden
Title: Mayor

ATTEST:

By: 
Name: Margaret Reininger
Title: Municipal Court Clerk

NEW BUSINESS

ITEM #6



City of Blanco

P.O. Box 750 Blanco, Texas 78606

Office 830-833-4525 Fax 830-833-4121

STAFF REPORT: 11/8/22

DESCRIPTION: Approve an estimate of \$24,121 for roof replacement and repair at City Hall

ANALYSIS: For the last two years there have been water leaks from the roof at City Hall. In 2020 City Administrator Will Daves put in a claim to TML and was denied. Earlier this year I also submitted a claim from new damage that happened from a hail storm in March. This claim was also denied. The roof is well over 20 years old and the metal panels are not lined up, fasteners have broken off, and there is no “decking” underneath the roof. Because of a lack of decking (it’s hollow under the roof) any water that seems to seep into the cracks of the roof leak into the office. The awning in front of City hall sags at the end (where the park begins).

To avoid water damage at City Hall Staff would recommend that Elk Contracting be hired to fix and replace the roof at City Hall. In anticipation of this expense the Council set aside \$50,000 for roof repair and general repair of City Hall.

FISCAL IMPACT: \$24,141.00

RECOMMENDATION: Staff recommends to Council that Elk Contracting be hired to fix and replace the roof at City Hall for a cost of \$24,141.

W

ESTIMATE

Elk Contracting LLC
28786 US-281 N. Suite#103
Bulverde, TX 78261

billing.elkcontracting@gmail.com
+1 2107016908
http://elkcontracting.com



Bianco City Hall

Bill to
Blanco City Hall
318 Pecan St
Blanco, TX 78606

Ship to
Blanco City Hall
318 Pecan St
Blanco, TX 78606

Estimate details
Estimate no. : 1013
Estimate date : 10/13/22

Product or service	Amount
1. Roof Replacement	\$17,150.00
Galvalume Metal Roof	
1.) Tear off all layers down to roof studs	
2.) Install Ice & Water shield around all penetrations of the roof. (valleys, pipe jacks, exhaust caps, chimneys, & roof to wall)	
3.) Install 24-gauge pre-finished standing seam roof system mechanically fastened and all trim and accessories	
4.) Install synthetic underlayment 1" cap nails	
5.) All new pipe flashing	
6.) Clean up job site and haul away materials	
40-Year Prefinished Paint/Coating Warranty/ 25 Year Elk Contracting Workmanship Warranty	
2. Decking	\$5,691.00
Add 69 pieces of 7/16 decking to roof studs	
3. Repair	\$1,300.00
Remove/Replace porch post with concrete work. Inspect structure with possible change order.	
Total	\$24,141.00

Note to customer

Thank you for considering ELK Contracting for your project.
Project Manager: Jason Caffey 903-216-5513





11/3/22, 1:28 PM

Photo in City of Blanco - Google Photos



11/3/22, 1:29 PM

Photo in City of Blanco - Google Photos





NEW BUSINESS

ITEM #7



City of Blanco

P.O. Box 750 Blanco, Texas 78606
Office 830-833-4525 Fax 830-833-4121

11/8/22

STAFF REPORT:

DESCRIPTION: Discussion on how to administer Hotel Motel Funds (HOT taxes)

ANALYSIS: HOT taxes come from the 7% tax that the City Collects (the state gets 6% for a total of 13% tax) for night stays at hotels, bed and breakfast, STR, etc. HOT funds fluctuate from year to year and are sometimes difficult to predict. The City Administrator and Council generally predict revenue from the previous year. In year's past the City would provide the Chamber of Commerce 90% of the HOT taxes (holding back 10% for administrative purposes) for them to pay their expenses and to distribute funds to various organizations that promote the tourism industry.

In previous years City Council gave the Chamber between \$110,000 to \$120,000 + for HOT taxes. In the 21' fiscal year that came down to \$60,000 due to COVID and \$72,000 for fiscal year 22'. For fiscal year 23' Council approved the same amount (to be paid quarterly). The reason for this discussion is to make City Council aware of the surplus funds in the HOT taxes from the previous year. The City currently has \$149,818.46 in additional funds that can be distributed or can be saved for future events.

The amount collected in the 2021-22 year was \$221,818.46. All HOT funds must be spent on products or events that promote tourism or puts "heads in beds." Does the City want to provide additional funds to the Chamber of Commerce (for them to distribute) or does the City want to try and distribute funds on their own.

FISCAL IMPACT: \$221,818.46 total funds.

RECOMMENDATION:

Staff recommends a hybrid approach where the City gives the Chamber about \$100,000 per year and then looks at a distributing a majority of the funds to help further tourism. The main basis of this agenda item is to start discussion on fund distribution.

Blanco Chamber

11:20 AM

11/01/22

Accrual Basis

**HOT Funds
Profit & Loss
October 2022**

	<u>Oct 22</u>
Ordinary Income/Expense	
Income	
Income	18,000.00
Total Income	18,000.00
Expense	
Admin	3,700.00
Marketing & Advertising	
Ads	6,995.66
Website	1,062.91
Total Marketing & Advertising	8,058.57
Total Expense	11,758.57
Net Ordinary Income	6,241.43
Net Income	<u>6,241.43</u>

HOT Funds
Balance Sheet
As of October 31, 2022

	<u>Oct 31, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
HOT Funds - 0422	7,348.27
Total Checking/Savings	<u>7,348.27</u>
Total Current Assets	<u>7,348.27</u>
TOTAL ASSETS	<u><u>7,348.27</u></u>
LIABILITIES & EQUITY	
Equity	
Retained Earnings	20,565.26
Net Income	-13,216.99
Total Equity	<u>7,348.27</u>
TOTAL LIABILITIES & EQUITY	<u><u>7,348.27</u></u>

NEW BUSINESS

ITEM #8

TextMyGov

TextMyGov
P.O. Box 3784
Logan, Utah 84323
435-787-7222

Partnership Proposal

Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, *97% of smartphone owners text regularly.*

The technology analysts at Compuware reported *that 80 to 90% of all downloaded apps are only used once and then eventually deleted* by users.



TextMyGov Solutions:

Communicate, Engage, Boost Website Traffic, Track, and Work



Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.



Boost Website Traffic

TextMyGov uses smart texting technology to maximize a city's website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

Implementation

Getting Started

After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

Configuration

The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

Media Kit

Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

Unlimited Training and Support

After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

Subscription Cost Breakdown

This quote represents a subscription to TextMyGov with an initial TERM of two years. The agreement is set to automatically renew after the initial TERM. Support and services fees may increase in subsequent years, but will increase no more than 5% per year. See below for the package price and other details:

Terms and conditions can be printed and attached as Exhibit A or viewed at www.TextMyGov.com/terms

Prepared for:
 City of Blanco
 300 Pecan Street
 Blanco, TX 78606

Prepared by:
 TextMyGov
 P.O. Box 3784
 Logan, UT 84323

Package	Package Price	Billing
TextMyGov Package includes: <ul style="list-style-type: none"> • TextMyGov Web-Based Software • Local Phone Number • Short Code Number (for outgoing messages) • Unlimited Users • Unlimited Departments • Unlimited Support for Every User • 10 GB Managed online data storage • 25,000 Text Messages per year 	\$ 3,200	Annual
Implementation/Setup Fee	\$1,600	One Time
Total (First Year):	\$4,800	First Year
Total (Ongoing):	\$3,200	Annual

Notes:

1. This is a two-year contract. After the initial two years, the contract can be canceled by providing 60-day written notice.
2. After the initial two-year contract, the agreement will revert to a year to year.
3. Customer is required to put Text My Gov widget on the Agencies Web Home page.
4. This agreement and pricing were provided at the customer's request and are good for 30 days.
5. Customer is required to provide copy of W-9

Additional Services

TextMyGov provides additional applications and services that can be purchased as part of the TextMyGov solution. These can be added to the customer's annual* cost, upon request.

Enhanced Media & Care Package – Marketing materials and expert implementation to promote and optimize TextMyGov, see us here for additional information- https://textmygov.com/enhanced-media-care/	Price based on Population	Annual
Additional Storage – Each unit of storage contains an additional 100 GB.	\$250	Annual
Additional text messages – Additional text messages can be purchased at any time. (\$750 for 100,000), (\$550 for 50,000), (\$300 for 25,000)	Price based on amount of text messages	Annual

Agreement Confirmation

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Widget Contact

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

(This person is responsible for placing the TextMyGov widget (see options - [Widget](#) | [TextMyGov Support](#)) on the agency's website within 60 days of the agreement signature. The TextMyGov widget will remain on the agency's website for the duration of the agreement. If the widget is not placed on the City/County website within 60 days, the Agency agrees to pay an additional \$1,000 towards setup costs (this is to cover TextMyGov's time).

Billing Information

Billing Contact Name:

Title:

Email:

Office Phone:

Address:

(Please attach copy of W-9 or Tax Exemption form.)

Agreement Signature

Name:

Title:

Date:

Signature:

Twilio Contact Authorization

Twilio Authorized Contacts

Employee Name (1):

Email:

Business Title:

Job Position:

Phone Number:

Employee Name (2):

Email:

Business Title:

Job Position:

Phone Number:

I confirm that my nominated authorized representatives agree to be contacted by Twilio.