CITY OF FAIR OAKS RANCH

CITY COUNCIL REGULAR MEETING

Thursday, February 01, 2024 at 6:30 PM
Public Safety Training Room, Police Station, 7286 Dietz Elkhorn, Fair Oaks Ranch
Live Stream: https://www.youtube.com/channel/UCDqRvLvReqxrh1lbajwshKA/live

AGENDA

OPEN MEETING

1. Roll Call - Declaration of a Quorum
2. Pledge of Allegiance

CITIZENS and GUEST FORUM

To address the Council, please sign the Attendance Roster located on the table at the entrance in the foyer of the Public Safety Training Room. In accordance with the Open Meetings Act, Council may not discuss or take action on any item which has not been posted on the agenda. Speakers shall limit their comments to five (5) minutes each.

3. Citizens to be heard.

PRESENTATIONS

4. In Recognition of recent Promotion(s): Matthew Drexler, Police Corporal; Hayden Griffiths, Police Corporal; Jason Hanely, Police Corporal; Amanda Hinojosa, Police Corporal.

Joanna Merrill, IPMA-SCP, Director of HR & Communications
Tim Moring, Chief of Police

CONSENT AGENDA

All of the following items are considered to be routine by the City Council, there will be no separate discussion on these items and will be enacted with one motion. Items may be removed by any Council Member by making such request prior to a motion and vote.

5. Approval of the December 19, 2023 Special City Council meeting minutes.

Christina Picioccio, TRMC, City Secretary

6. Approval of the January 18, 2024 Regular City Council meeting minutes.

Christina Picioccio, TRMC, City Secretary

7. Approval of Council Member Olvera's absence from the January 18, 2024 Regular City Council meeting.

Ruben J. Olvera, Council Member Place 3

8. Approval of Council Member Muenchow's absence from the January 18, 2024 Regular City Council meeting.

Chesley Muenchow, Council Member Place 6

CONSIDERATION/DISCUSSION ITEMS

9. Consideration and possible action appointing Council Member Olvera to serve as a member on the Branding Committee and Wildlife Education Committee.

Gregory C. Maxton, Mayor

WORKSHOP

10. 2024 City Election.

Christina Picioccio, TRMC, City Secretary

11. Roadway General Obligation Bond Workshop.

Grant Watanabe, P.E., Director of Public Works and Engineering Services
Summer Fleming, Director of Finance

12. Solid Waste Franchise Agreement.

Carole Vanzant, CPM, Assistant City Manager, Community Services

13. Intersection Analysis for locations near Battle Intense, Hansel Drive, High Eschelon, Venturer Lane, and Keeneland Drive.

Grant Watanabe, P.E., Director of Public Works and Engineering Services

REPORTS FROM STAFF AND COMMITTEES

14. State of the City Announcement.

Joanna Merrill, IPMA-SCP, Director of HR & Communications

REQUESTS AND ANNOUNCEMENTS

15. Announcements and reports by Mayor and Council Members.
16. Announcements by the City Manager.
17. Requests by Mayor and Council Members that items be placed on a future City Council agenda.

CONVENE INTO EXECUTIVE SESSION

Pursuant to Section 551.101 of the Open Meetings Act, Texas Gov't Code, a quorum of the governing body hereby convenes into closed session:

Sec. 551.071 (Consultation with Attorney) the City Council will meet in private consultation with legal counsel to seek the advice of its attorneys about pending or contemplated litigation, a settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Government Code; to wit:

18. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.

19. Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.
20. Discussion related to possible terms and conditions necessary to resolve disputes that have been the subject of ongoing litigation with the development commonly known as Boerne Ranch Estates, LLC, aka Fair Oaks Meadows.

Sec. 551.072 (Deliberation regarding real property)

21. The City Council will meet in closed session to deliberate the purchase, exchange, lease, or value of real property that may be considered for future location of water and wastewater system improvements.

RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed in Executive Session.

ADJOURNMENT

Signature of Agenda Approval: s/Gregory C. Maxton

Gregory C. Maxton, Mayor

I, Christina Picioccio, TRMC, City Secretary, certify that the above Notice of Meeting was posted on the outside bulletin board at the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, and on the City's website www.fairoaksranchtx.org, both places being convenient and readily accessible to the general public at all times.

As per Texas Government Code 551.045, said Notice was posted by 6:30 PM, January 29, 2024 and remained so posted continuously for at least 72 hours before said meeting was convened. A quorum of various boards, committees, and commissions may attend the City Council meeting.

The Fair Oaks Ranch Police Station is wheelchair accessible at the front main entrance of the building from the parking lot. Requests for special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary's office at (210) 698-0900. Braille is not available. The City Council reserves the right to convene into Executive Session at any time regarding an issue on the agenda for which it is legally permissible; pursuant to Texas Government Code Chapter 551. Section 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 551.087 (Economic Development).

CITY OF FAIR OAKS RANCH

SPECIAL COUNCIL MEETING

Tuesday, December 19, 2023 at 9:00 AM
City Hall Council Chambers, 7286 Dietz Elkhorn, Fair Oaks Ranch
Live Stream: https://www.youtube.com/channel/UCDqRvLvReqxrh1lbajwshKA/live

MINUTES

OPEN MEETING

1. **Roll Call - Declaration of a Quorum**

Council Present: Mayor Maxton and Council Members: Rhoden, and Parker

Council Absent: Council Members: Stroup, Koerner, and Muenchow

With a quorum present, the meeting was called to order at 9:05 AM.

2. **Pledge of Allegiance** – The Pledge of Allegiance was recited in unison.

CITIZENS and GUEST FORUM

3. **Citizens to be heard** – None.

PURPOSE OF SPECIAL CALLED MEETING

4. **Consideration and possible action approving a resolution canvassing the results of the Special Election held on December 9, 2023.**

MOTION: Made by Council Member Rhoden, seconded by Council Member Parker, to approve the resolution canvassing the election returns and declaring the results of the Special Elections held on December 9, 2023.

VOTE: 3-0; Motion Passed.

ADJOURNMENT

Mayor Maxton adjourned the meeting at 9:10 AM.

ATTEST: Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary

CITY OF FAIR OAKS RANCH

CITY COUNCIL REGULAR MEETING

Thursday, January 18, 2024 at 6:30 PM
Public Safety Training Room, Police Station, 7286 Dietz Elkhorn, Fair Oaks Ranch
Live Stream: https://www.youtube.com/channel/UCDqRvLvReqxrh1lbajwshKA/live

MINUTES

OPEN MEETING

1. **Roll Call - Declaration of a Quorum**

Council Present: Mayor Maxton and Council Members: Stroup, Rhoden, Koerner, and Parker

Council Absent: Council Members: Olvera and Muenchow

With a quorum present, the meeting was called to order at 6:30 PM.

2. **Pledge of Allegiance** – The Pledge of Allegiance was recited in unison.

CITIZENS and GUEST FORUM

3. **Citizens to be heard** – None.

PRESENTATIONS

4. **In Recognition of recent Promotion(s): Michael Maddox, Police Sergeant.**

Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications, recognized Michael Maddox for his recent promotion to Sergeant.

5. **Presentation of a 5-Year Service Award to: Matthew Drexler, Police Officer.**

Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications, recognized Police Officer, Matthew Drexler, for five years of service with the City.

6. **Presentation of a 10-Year Service Award to: David Magness, Police Officer.**

Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications, recognized Police Officer, David Magness, for ten years of service with the City.

7. **Presentation of a 15-Year Service Award to: Ernesto Martinez, GIS Technician**

Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications, recognized GIS Technician, Ernesto Martinez, for fifteen years of service with the City.

8. **Introduction of new hire(s): Lee Muniz, Manager of Engineering Services; Kimberly Corbin, Administrative Clerk; James Garza, Maintenance Technician; Cristobal De la Rosa Castillo, Maintenance Technician.**

Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications, introduced four newly hired employees of the City.

9. **In Recognition of Recent Promotion(s): Julie Lovelace, Accounting Manager**

Joanna Merrill, IPMA-SCP, Director of Human Resources and Communications, recognized Julie Lovelace for her recent promotion to Accounting Manager.

CONSENT AGENDA

10. **Approval of the December 21, 2023 Regular City Council meeting minutes.**

11. **Approval of the second reading of an ordinance amending the City of Fair Oaks Ranch Unified Development Code related to Statutory and Regulatory Changes.**

12. **Approval of a resolution allocating portions of the FY 2022-23 General Fund Balances and carryover of encumbrances and continuing appropriations.**

13. **Approval of a resolution authorizing the execution of a purchase order with Briggs Equipment for a trailer-mounted boom lift, expenditure of the required funds, and execution of all applicable documents by the City Manager.**

14. **Approval of a resolution authorizing the execution of a purchase order with SealMaster Houston for fog seal equipment, expenditure of the required funds, and execution of all applicable documents by the City Manager.**

Council Member Scott Parker requested to move items 13 & 14 from Consent to Consideration

MOTION: Made by Council Member Koerner, seconded by Council Member Rhoden, to approve the Consent Agenda items 10-12.

VOTE: 5-0; Motion Passed.

CONSIDERATION/DISCUSSION ITEMS

13. **Approval of a resolution authorizing the execution of a purchase order with Briggs Equipment for a trailer-mounted boom lift, expenditure of the required funds, and execution of all applicable documents by the City Manager.**

MOTION: Made by Council Member Parker, seconded by Council Member Stroup, to approve a resolution authorizing the execution of a purchase order with Briggs Equipment for a trailer-mounted boom lift in the amount of $54,480.00.

VOTE: 5-0; Motion Passed.

14. **Approval of a resolution authorizing the execution of a purchase order with SealMaster Houston for fog seal equipment, expenditure of the required funds, and execution of all applicable documents by the City Manager.**

MOTION: Made by Council Member Rhoden, seconded by Council Member Koerner, to approve a resolution authorizing the execution of a Purchase Order with SealMaster Houston for fog seal equipment in the amount of $103,714.54.

VOTE: 5-0; Motion Passed.

15. **Consideration and possible action approving a resolution authorizing and executing a policy regarding use of body worn cameras for the Fair Oaks Ranch Police Department as required by state law.**

MOTION: Made by Council Member Parker, seconded by Council Member Koerner, to approve a resolution authorizing and executing a policy regarding use of body worn cameras for the Fair Oaks Ranch Police Department.

VOTE: 5-0; Motion Passed.

16. **Consideration and possible action appointing Council Member Olvera to serve as a member on the Branding Committee and Wildlife Education Committee.**

MOTION: Made by Mayor Maxton, seconded by Council Member Koerner, to postpone this consideration item to the next council meeting.

VOTE: 5-0; Motion Passed.

WORKSHOP

17. **Bond Advisory Committee Report and Recommendations.**

Seth Mitchell, BAC Chairman, led a workshop with Council in which he presented the recommendations of the Committee and the rationale for its decisions inclusive of answering questions of the council. Council will hold a separate workshop at the February 1, 2024 Council meeting to review the roadway projects recommended to be funded with General Obligation Bonds to make decisions for calling an election at the February 15, 2024 council meeting.

REPORTS FROM STAFF AND COMMITTEES

18. **Gateway Committee Update.**

Council Members Parker and Koerner gave an update to the Council on the concept for a gateway feature proposed for Fair Oaks Parkway near Leslie Pfeiffer Road. A drawing of the concept for the monument and additional installations along the road and possibly at other locations throughout the city to commemorate Ralph Fair's raising of Hereford cows were shown. Council provided feedback to the Committee to pursue the process of gathering estimates for the concept the committee is pursuing.

19. **Update regarding UDC Policy Amendments.**

Lee Muniz, P.E., CFM, Manager of Engineering Services, provided Council the Planning & Zoning Commission's plans to address each section in groups. After the Commission is done with each group of sections, a workshop will be held at the subsequent Council meeting to provide updates. Public Hearings will not take place after the groups are addressed. Council agreed to hold either incremental public hearings or one at the end of the process.

REQUESTS AND ANNOUNCEMENTS

20. **Announcements and reports by Mayor and Council Members.**

Mayor Maxton congratulated City Attorney, Dan Santee, for being made a partner at his firm. The Mayor also thanked staff who stayed on site during the lower temperatures over the past weekend to ensure that the City had the ability to address issues arising from the winter event. Mayor Maxton reminded residents that they could sign up for notifications on the City's website through "NotifyMe" and "Regroup," which specifically sends notifications in the event of an emergency. Mayor Maxton also announced that the State of the City will take place from 6:00 – 8:00 PM on February 7, 2024. He invited residents to purchase a ticket to attend the dinner event. He also reminded residents that a Town Hall meeting will be held at the Spring Creek United Methodist Church at 6:30 PM on February 27, 2024 focusing on the topics of the proposed community center

and gateway features. Lastly, Mayor Maxton reminded everyone that bulk brush pickup is ongoing and urged residents to contact the City with any questions.

21. **Announcements by the City Manager.**

City Manager, Scott Huizenga, thanked City Staff who participated in the weather preparation event. Mr. Huizenga explained that staff members from the Utilities and Maintenance Department were on site for two days in anticipation of an emergency. Mr. Huizenga also announced that the candidate filing period for a place on the upcoming general election ballot to elect a Mayor and Council Member Place 1 began on January 17, 2024.

22. **Requests by Mayor and Council Members that items be placed on a future City Council agenda.**

None.

CONVENE INTO EXECUTIVE SESSION

City Council convened into closed session at 9:25 PM regarding:

Sec. 551.071 (Consultation with Attorney) the City Council will meet in private consultation with legal counsel to seek the advice of its attorneys about pending or contemplated litigation, a settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Government Code; to wit:

23. **To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.**

26. **The City Council will meet in closed session pursuant to Texas Government Code Section 551.071 to consult with legal counsel about pending or contemplated litigation; to wit: former officer Evan Downey F5 appeal proceeding.**

27. **The City Council will meet in private consultation with legal counsel to seek the advice of its attorneys about pending or contemplated litigation, a settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Government Code; to wit: Richard J. Davila Jr. vs. City of Fair Oaks Ranch.**

Sec. 551.074 (Personnel Matters)

29. **To perform the annual evaluation of the City Manager.**

City Council did not convene into Executive Session regarding:

Sec. 551.071 (Consultation with Attorney)

24. **Case No. 22-090-451; Vincent A. Caldarola, MD vs. City of Fair Oaks Ranch, Texas.**

25. **Discussion related to possible terms and conditions necessary to resolve disputes that have been the subject of ongoing litigation with the development commonly known as Boerne Ranch Estates, LLC, aka Fair Oaks Meadows.**

Sec. 551.072 (Deliberation regarding real property)

28. **The City Council will meet in closed session to deliberate the purchase, exchange, lease, or value of real property that may be considered for future location of water and wastewater system improvements.**

RECONVENE INTO OPEN SESSION

City Council reconvened into Open Session at 11:24 PM.

MOTION: Made by Mayor Maxton, seconded by Council Member Parker, to approve the firm of Denton, Navarro, Rodriguez, Bernal, Santee, and Zech to represent the City in the pending F-5 hearing of former officer Evan Downey.

VOTE: 5-0; Motion Passed.

ADJOURNMENT

Mayor Maxton adjourned the meeting at 11:25 PM.

ATTEST: Gregory C. Maxton, Mayor

Christina Picioccio, TRMC, City Secretary

CITY COUNCIL CONSENT ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC:	Approval of Council Member Olvera's absence from the January 18, 2024 Regular City Council meeting
DATE:	February 1, 2024
DEPARTMENT:	City Council
PRESENTED BY:	Consent Item – Ruben J. Olvera, Council Member Place 3

INTRODUCTION/BACKGROUND:

Council Member Olvera requests approval from missing the January 18, 2024 Regular City Council meetings due to illness.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Complies with Section 3.09 of the Home Rule Charter.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Consent Item – I move to approve Council Member Olvera's absence from the January 18, 2024 Regular City Council meeting.

CITY COUNCIL CONSENT ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC:	Approval of Council Member Muenchow's absence from the January 18, 2024 Regular City Council meeting
DATE:	February 1, 2024
DEPARTMENT:	City Council
PRESENTED BY:	Consent Item – Chesley Muenchow, Council Member Place 6

INTRODUCTION/BACKGROUND:

Council Member Muenchow requests approval from missing the January 18, 2024 Regular City Council meetings due to illness.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Complies with Section 3.09 of the Home Rule Charter.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

Consent Item – I move to approve Council Member Muenchow's absence from the January 18, 2024 Regular City Council meeting.

CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Consideration and possible action appointing Council Member Olvera to serve as a member on the Branding Committee and Wildlife Education Committee.

DATE: February 1, 2024

DEPARTMENT: City Council

PRESENTED BY: Gregory C. Maxton, Mayor

INTRODUCTION/BACKGROUND:

The City Council appointed council members to serve on several boards and committees at the September 21, 2023 council meeting. Following Council Member Bliss's resignation, her appointment on the Branding Committee and Wildlife Education Committee lay vacant. It is the goal of this agenda item to propose appointing newly elected Council Member Olvera to fill those positions.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. As a member, provides council member participation in several areas where boards and committees impact our city operations.
2. As a member or as a liaison, provides a means to gain information which can be reported back to all council members during our council meetings, keeping council and residents informed of the actions of the committees and boards.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

I move to appoint Council Member Olvera to the Branding Committee and Wildlife Education Committee.

CITY COUNCIL WORKSHOP
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: 2024 City Election

DATE: February 1, 2024

DEPARTMENT: City Secretary

PRESENTED BY: Christina Picioccio, TRMC, City Secretary

INTRODUCTION/BACKGROUND:

The City of Fair Oaks Ranch anticipates ordering three elections for this upcoming May 2024 election:

- General election for Mayor and Council Member, Place 1;
- Special election reauthorizing the levying of local sales and use tax for the maintenance and repair of municipal streets; and the
- Issuance of general obligation bonds for road projects.

This workshop will provide the election calendar, details regarding each election, and an update on staff's efforts to accommodate any election impacting residents.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Provides citizens the opportunity to vote locally.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

$32,000 budgeted for the May election, inclusive of all three election types.

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

No formal motion is required.



May 4, 2024 City Election

Considerations and Resolutions

Christina Picioccio
City Secretary, TRMC

3 Elections Planned

General Election	• Mayor • Council Member, Place 1
Special Election	• Reauthorizing local sales and use tax for street maintenance
Special Election	• Issuance of general obligation bonds for road projects

General Election

Filing Period	Jan 17th – Feb 16th
Order Elections (General & Special)	Feb 15th
Cancellation of General Election if No Candidate Opposed	Feb 23rd
Early Voting Period	April 22nd – April 30th
Election Day	May 4th
Canvass Period	May 7th – May 15th
Special Meeting to Canvass Election	May 15th
Oath of Office/Council Members Assume Duty	May 16th

Special Election – Reauthorizing Local Sales & Use Tax for Street Maintenance

- For maintenance and repair of existing streets and sidewalks– not to build new roads
- One fourth of one percent (0.25%)
- Initially approved in 2008 and reauthorized by voters every 4 years
- Will expire December 31, 2024 unless voters reauthorize it
- Paid by the consumer, both resident and non-resident on taxable sales from local businesses and **through online purchases**
- Educational pamphlet to be distributed to citizens via mail and social media

Special Election – General Obligation Bond Election

- General obligation bonds for road projects
  - Dietz Elkhorn Road
  - Rolling Acres Trail
  - Ammann Road
  - Battle Intense at Trailside

Historically

General Elections

- Ordered by resolutions

Special Elections

- Ordered by ordinance

Charter and State Law

Home Rule Charter

- Section 4.01 - The City Council may order a special election by ordinance or resolution
- Section 3.06 f- Legislation by Ordinance No ordinance shall be finally adopted at the meeting of city council at which it is first introduced (thus 2 readings required)

Texas Government Code

- Section 1201.028 – Single Meeting of Governing Body Sufficient. Notwithstanding any other law, including a provision in a municipal charter, the following actions taken at a meeting of the governing body of an issuer are effective immediately and a subsequent meeting is not required
  - A resolution, order or ordinance call an election to authorize the issuance and sale of a public security

Staff Proposes

- Ordering all elections by resolution
  - One reading required
  - Same action regardless of election type

Contracting – Additional Considerations

Kendall County

- BISD likely to have election
  - 3 Seats Open

Bexar County

- Possible Trinity Glen Rose Groundwater Conservation District (TGRGCD) election

- Staff anticipates contracting with Kendall County for City elections
- Staff looking for opportunities to accommodate both counties should TGRGCD call an election with Bexar County

Questions?

ELECTION CALENDAR FOR MAY 4, 2024

January 17	First day to File Application for Candidacy First day for Filing Declaration of Write-in Candidacy
February 15	City Council Orders General Election, Special Election for Street Maintenance, and Special Bond Election Resolution Authorizing Joint Agreement & Authorizing CM to Sign
February 16	Last Day for Filing Application for Candidacy
February 20	Last Day for a Write-in Candidate to Declare Candidacy
February 23	General Election may be Cancelled if No Candidate is Opposed on Ballot
February 23	Last Day for a Ballot and Write-in Candidate to Withdraw from Election
February 26	Draw for order of Names on the Ballot – 10:00 AM
April 4	Due Date for Filing First Report of Campaign Contributions and Expenditures by Opposed Candidates (30th Day Before Election)
April 14	Publish Notice of Election in Boerne Star
April 22	First day for Early Voting in Person
April 26	Due Date for Filing Second Report of Campaign Contributions and Expenditures by Opposed Candidates (8th day before election)
April 30	Last day of Early Voting in Person
May 4	Election Day Post Unofficial Tabulation of Results
May 7-15	*Special Council Meeting Required to Canvass Election* Issue Certificates of Election and Sign Statement of Elected Officer *(Anticipate May 15th for Special Meeting)*
May 16	Perform Oath of Office Per Home Rule Charter - First Day Elected Officials May Assume Duties of Office

Dates/process subject to change January 25, 2024

CITY COUNCIL WORKSHOP
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Roadway General Obligation Bond Workshop.

DATE: February 1, 2024

DEPARTMENT: Public Works, Finance

PRESENTED BY: Grant Watanabe, P.E., Director of Public Works and Engineering Services
Summer Fleming, Director of Finance

INTRODUCTION/BACKGROUND:

At the January 18, 2024, Council meeting, the Chairperson of the Bond Advisory Committee, Seth Mitchell, presented a report regarding general fund projects and associated funding recommendations. The report recommended funding necessary roadway projects with General Obligation bonds. During the meeting, Councilmembers directed staff to bring back additional information on the roadway projects, including cost estimates for various Ammann Road reconstruction options and pavement condition projections for all proposed road projects. Below is a summary of the roadway projects that will be covered:

- Dietz Elkhorn (East) Reconstruction - $4.9 million
  - Cash funded $610,150 (Design), Debt $4.3 million (Construction)
  - Full depth reconstruction with 5-foot paved shoulders, drainage improvements, utility, and driveway adjustments
  - No ROW acquisition
  - Currently in schematic design, evaluating options that incorporate 1) sidewalk, 2) shared-use path, or 3) combined-use path
- Rolling Acres Trail Reconstruction - $6.8 million
  - Debt $6.8 million (Design and Construction)
  - Full depth reconstruction with 4-foot paved shoulders, drainage improvements, utility, and driveway adjustments
  - Includes Low Water Crossing culvert or bridge structure ($1.0 million)
  - No ROW acquisition
- Battle Intense at Trailside - $312,000
  - Debt $312,000 (Design and Construction)
  - Full depth reconstruction (approximately 528 linear feet)
  - No ROW acquisition or change in footprint
- Ammann Road Reconstruction - $6.7 million
  - Debt $6.7 million (Design and Construction)
  - Full depth reconstruction with 4-foot paved shoulders, drainage improvements, utility, and driveway adjustments
  - Includes Low Water Crossing culvert or bridge structure ($1.3 million)
  - No ROW acquisition

Staff will ask the City Council during this workshop to direct the total bond authorization for roadway projects. The total bond authorization is a not to exceed amount and Council still has the discretion to modify project scope or elements during the design process and make cost-benefit decisions at future council meetings. In addition, there is no obligation to sell the full authorized bond amount if there is no need to do so.

Based on City Council direction, staff will propose an action at the February 15th regularly scheduled meeting calling for a bond election, identifying polling dates and locations, and providing the appropriate proposition language. A draft resolution prepared by bond counsel has been included for review.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Priority 1.4 to Develop Sustainable Financing Strategies Aligned with Service Delivery Expectations of the Strategic Action Plan
- Supports Priority 3.4 to Enhance and Ensure Continuity of Reliable Roadway Improvement Initiatives of the Strategic Action Plan

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

The Bond Advisory Committee report presented to Council on January 18, 2024, included information from SAMCO Capital on projected debt payments and expected ad valorem tax impacts. For the Committee recommended projects, SAMCO projected financing the general fund projects could result in an increase to the City's I&S Tax Rate of $0.0166, or about $17 per $100,000 of taxable value. Individual homeowner impacts range from an annual increase of $66.35 for a home with net taxable value of $400,000 to $248.80 for a home with net taxable value of $1,500,000.

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

N/A.



Road Bond Workshop

February 1, 2024

Grant Watanabe, P.E., Director of Public Works and Engineering Services

Summer Fleming, Director of Finance

Agenda

- Roadway Project Assumptions
- Ammann Road Options
- Bond Options – Total Authorization
- Bond Election Timeline and Way Forward
- Questions

Project Assumptions

- Dietz Elkhorn (East) Reconstruction - $4.9 million
  - Cash $610,150 (Design), Debt $4.3 million (Construction)
  - Full depth reconstruction with 5 ft. paved shoulders, drainage improvements, utility and driveway adjustments
  - No ROW acquisition
  - Currently in schematic design, evaluating options that incorporate: (1) sidewalk, (2) shared-use path, or (3) combined-use path



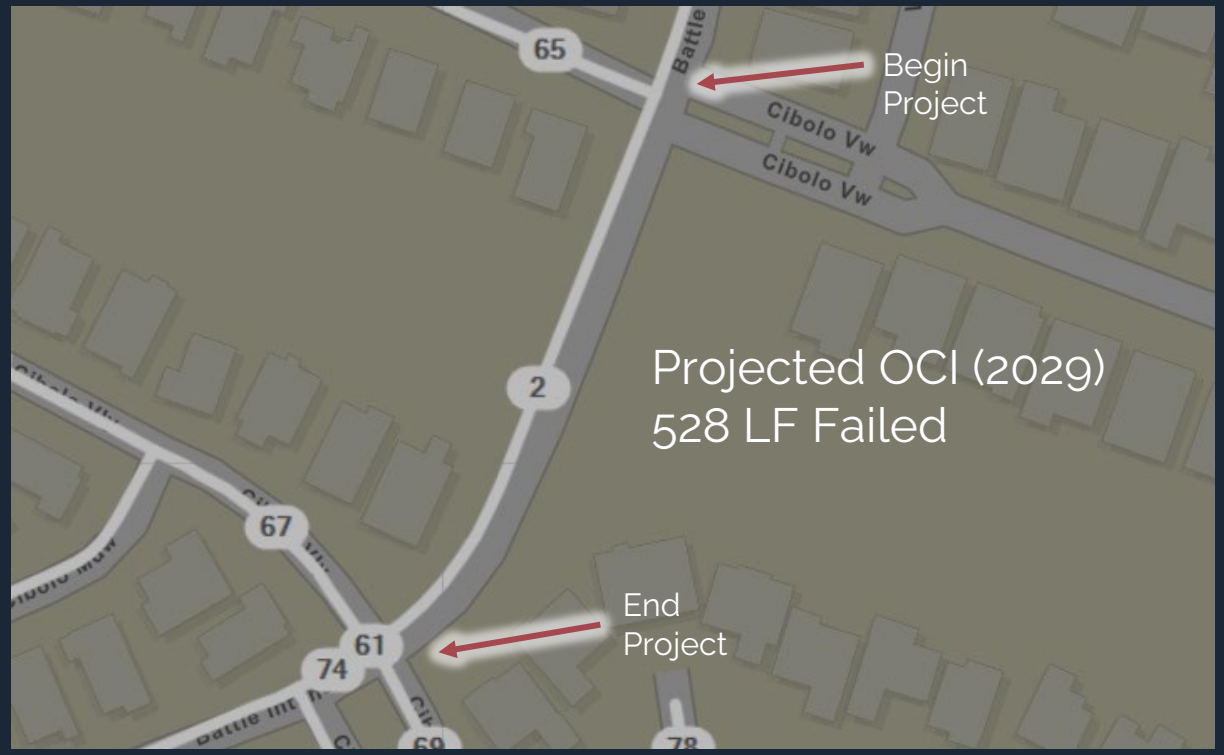
Project Assumptions

- Rolling Acres Trail Reconstruction - $6.8 million
  - Debt $6.8 million (Design and Construction)
  - Full depth reconstruction with 4 ft. paved shoulders, drainage improvements, utility and driveway adjustments
  - Includes Low Water Crossing culvert or bridge structure ($1.0 million)
  - No ROW acquisition



Project Assumptions

- Battle Intense at Trailside Reconstruction - $312,000
  - Debt $312,000 (Design and Construction)
  - Full depth reconstruction (approx. 528 linear feet)
  - No ROW acquisition or change in footprint



Project Assumptions

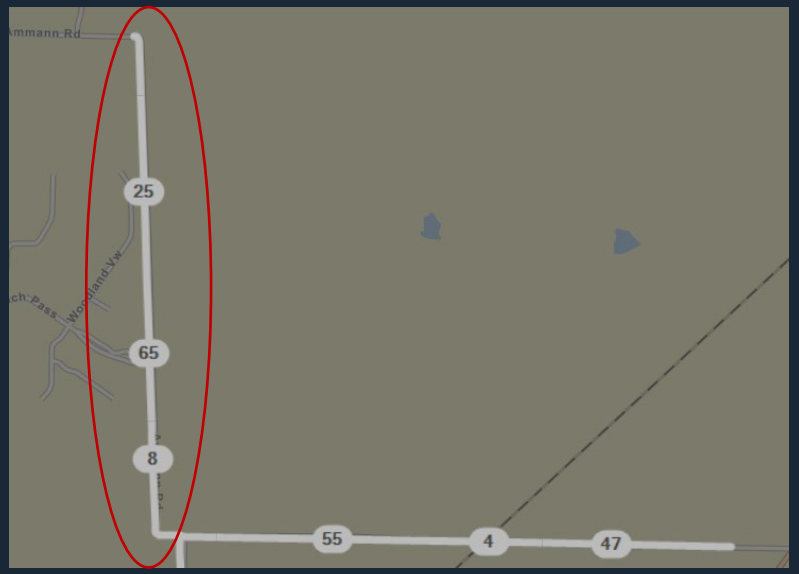
- Ammann Rd. Reconstruction - $6.7 million
  - Debt $6.7 million (Design and Construction)
  - Full depth reconstruction with 4 ft. paved shoulders, drainage improvements, utility and driveway adjustments
  - Includes Low Water Crossing culvert or bridge structure ($1.3 million)
  - No ROW acquisition



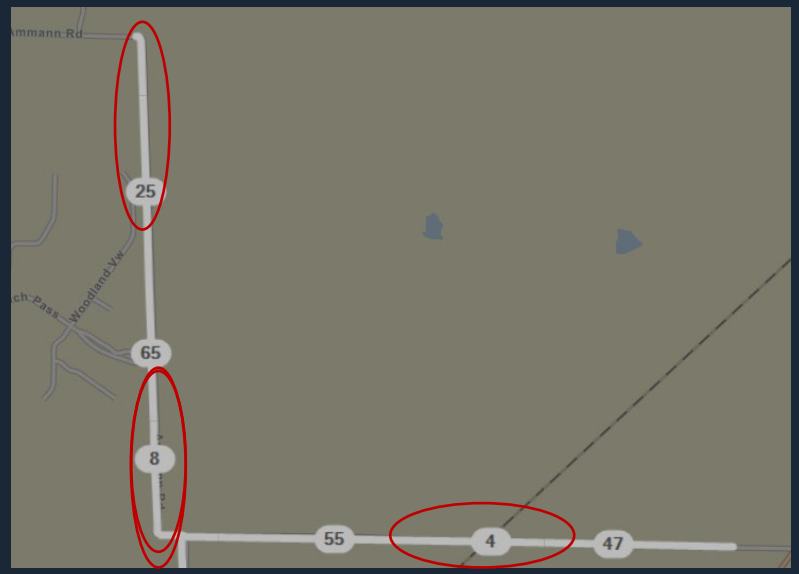
Ammann Rd. Options

- Original CIP Project (city limit to city limit) - $6.7 million

- North curve to Rolling Acres Trail – $4.0 million



- Bond Advisory Committee recommendation (maintenance only) - $2.0 million



Bond Options – Total Authorization

- $14.0 million - Bond Advisory Committee Recommendation
- $16.0 million – With partial Ammann Rd. Reconstruction (North curve to Rolling Acres Trail)
- $18.7 million – With full Ammann Rd. Reconstruction

Bond Election Timeline

Feb. 1	• Consideration of roadway projects and costs to include in bond authorization.
Feb. 15	• Adoption of a Resolution calling roadway bond election.
April	• Conduct a Townhall on the Roadway Bond
May 4	• Election Day. Early voting held April 22-30.

Resolution calling a bond election

- Purpose of the bond and amount not-to-exceed
- Authorization to assess and collect ad valorem taxes as repayment of the bond(s)
- Location of each polling place and hours that the polls will be open
- Voter information sheet with ballot information

After a successful election

May	• Refine bond issuance plan that reflects project implementation schedule
June	• Work with financial advisor on updated bond issuance proposal and tax impact analysis • Incorporate project costs and estimated debt payment into the budget
July	• Get a rating call for bond from rating agencies • Receive Certified Values from Appraisal Districts on July 25
August	• Competitive bond sale • Complete Tax Rate Calculation Worksheet
Sept.	• Adopt Budget and Tax Rate • Receive bond proceeds

Questions?

Back Up

Pavement Condition Index

Pavement Condition
86 - 100 (Good)




Pavement Condition
71 - 85 (Satisfactory)




Pavement Condition
56 - 70 (Fair)




Pavement Condition
41 - 55 (Poor)



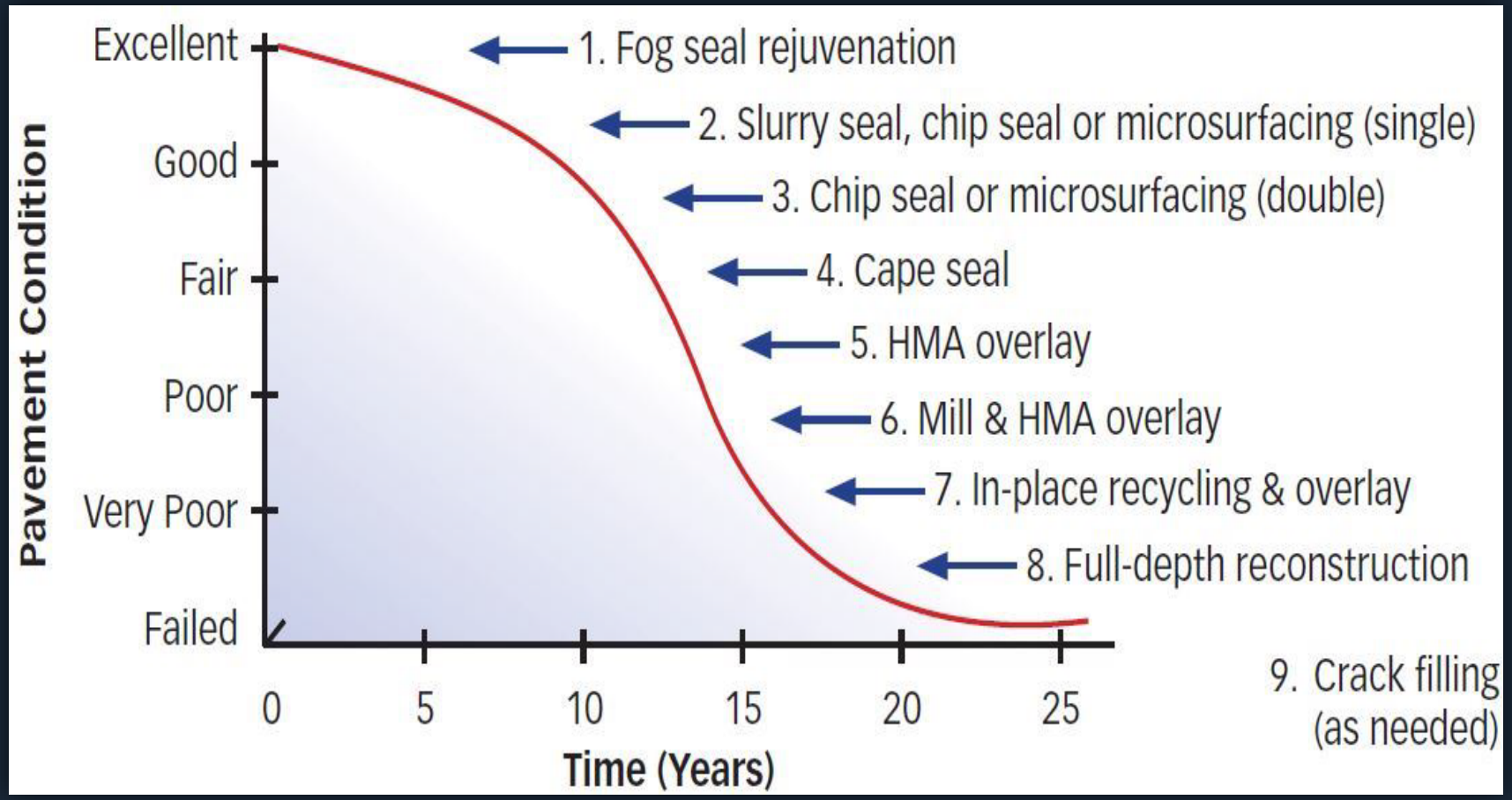

Pavement Condition
11 - 40 (Very Poor/Serious)

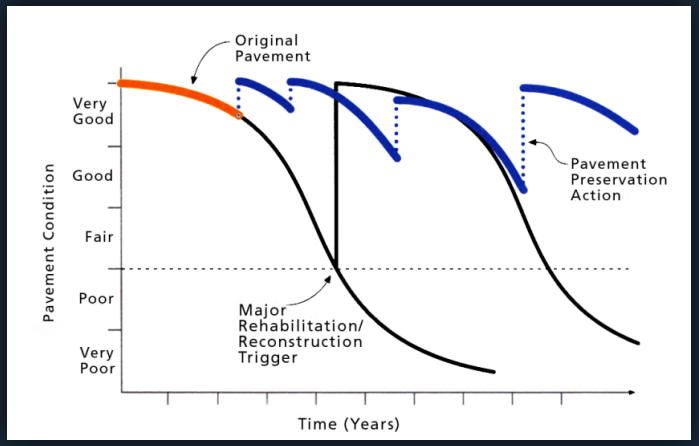


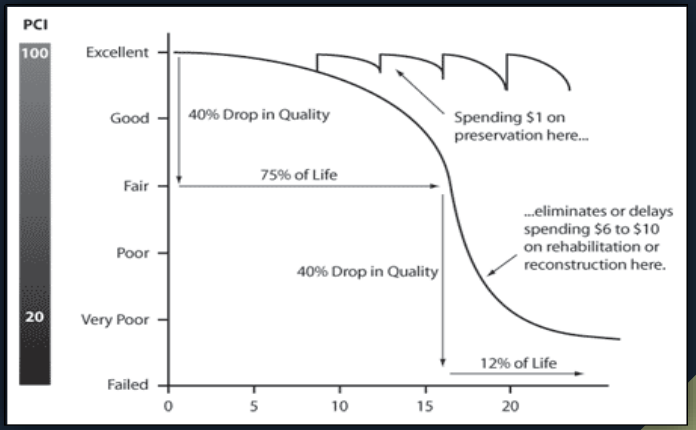

Pavement Condition
0 - 10 (Failed)




Pavement Degradation Curve







RESOLUTION

A RESOLUTION CALLING A BOND ELECTION TO BE HELD IN THE CITY OF FAIR OAKS RANCH, TEXAS; MAKING PROVISION FOR THE CONDUCT OF A JOINT ELECTION; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION

* *

WHEREAS, the City Council (the *Council*) of the CITY OF FAIR OAKS RANCH, TEXAS (the *City*), located in Bexar, Comal and Kendall County, Texas (individually, the *County*, together the *Counties*), hereby finds and determines that an election should be held to determine whether the Council shall be authorized to issue general obligation bonds of the City in the amount and for the purposes hereinafter identified (the *Election*); and

WHEREAS, the City will contract with the elections administrator of Bexar County, or the elections administrator of Comal County, or the elections administrator of Kendall County (individually, the *Administrator,* together, the *Administrators*) to conduct all aspects of the Election; and

WHEREAS, the Election will be held jointly with other political subdivisions (such other political subdivisions, collectively, the *Participants*) for whom the Counties are also conducting their elections, as provided pursuant to the provisions of one or more joint election agreements or contracts among the City, the Counties, and the Participants, entered into in accordance with the provisions of Section 271.002, as amended, Texas Election Code, or other applicable law, pursuant to which the Counties will conduct all aspects of the Election on the City's behalf;

WHEREAS, the Council hereby finds and determines that the necessity to construct various capital improvements within the City necessitates that it is in the public interest to call and hold the Election at the earliest possible date to authorize the issuance of general obligation bonds for the purposes hereinafter identified; and

WHEREAS, the Council hereby finds and determines that the actions hereinbefore described are in the best interests of the residents of the City; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS THAT:

SECTION 1. The Election shall be held in the CITY OF FAIR OAKS RANCH, TEXAS on the 4th day of May, 2024 (*Election Day*), which is a uniform election date under the Texas Election Code, as amended, and is not less than 78 days nor more than 90 days from the date of the adoption of this resolution (the *Resolution*), for the purpose of submitting the following measure to the qualified voters of the City:

MEASURE A

"Shall the City Council of the City of Fair Oaks Ranch, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than $_____ for the purpose of designing, designing, demolishing, constructing, renovating, improving, reconstructing, restructuring and extending streets and thoroughfares and related land and right-of-way sidewalks, streetscapes, collectors, drainage, landscape, signage, acquiring lands and rights-of-way necessary thereto or incidental therewith, with priority given to the following street projects:

- Dietz Elkhorn
- Battle Intense
- Rolling Acres Trail
- Ammann Road

such bonds to mature serially or otherwise (not more than 40 years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Council, provided that such rate of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council of the City be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity and the cost of any credit agreements executed in connection with the bonds?"

SECTION 2. One or more City election precincts are hereby established for the purpose of holding the Election, and one or more polling places are hereby designated for holding the Election in the City election precincts as identified in Exhibit A to this Resolution (which is incorporated herein by reference for all purposes). If any locations are changed, this will be reflected on each County elections website. At least 79 days prior to Election Day, or as soon thereafter as is reasonably practicable, the City, acting through the Mayor, the City Manager, or the designee thereof, in coordination with the Administrators, or the designee thereof, as necessary or desirable, will identify and formally approve the appointment of the Presiding Judges, Alternate Presiding Judges, Election Clerks, and all other election officials for the Election, together with any other necessary changes to election practices and procedures and can correct, modify, or change the Exhibits to this Resolution based upon the final locations and times agreed upon by the Administrator, the City, and the Participants to the extent permitted by applicable law.

A. The Presiding Judge shall appoint not less than two resident qualified voters of the County to act as clerks in order to properly conduct the Election. To the extent required by the Texas Election Code, as amended, or other applicable law, the appointment of these clerks must include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on Election Day. If the Presiding Judge appointed actually serves, the Alternate Presiding Judge shall serve as one of the clerks. In the

absence of the Presiding Judge, the Alternate Presiding Judge shall perform the duties of the Presiding Judge of the election precinct.

B. On Election Day, the polls shall be open as designated on Exhibit A.

Bexar County, Comal County, and Kendall County participate in the Countywide Polling Place Program under Section 43.007, as amended, Texas Election Code, meaning that any City voter registered in Bexar County, Comal County, and Kendall County, respectively, can vote in the Election at any polling place identified in Exhibit A for that County.

C. The main early voting location is designated in Exhibit B to this Resolution (which is hereby incorporated herein by reference for all purposes). If any locations are changed, this will be reflected on each County elections website. The individual named as the Early Voting Clerk as designated in Exhibit B is hereby appointed as the Early Voting Clerk to conduct such early voting in the Election. The Early Voting Clerk shall appoint the Deputy Early Voting Clerks. This main early voting location shall remain open to permit early voting on the days and at the times as stated in Exhibit B. Early voting shall commence as provided on Exhibit B and continue through the date set forth on Exhibit B, all as provided by the provisions of the Texas Election Code, as amended.

Additionally, permanent and/or temporary branch offices for early voting by personal appearance may be established and maintained in accordance with the Texas Election Code. In the event such permanent and/or temporary branch locations are established, information regarding the locations, dates, and hours of operation for early voting at these offices shall be determined by the Administrator, as identified in Exhibit B hereto.

An Early Voting Ballot Board is hereby established for the purpose of processing early voting results. The individual designated in Exhibit B as the Presiding Judge of the Early Voting Ballot Board is hereby appointed the Presiding Judge of the Early Voting Ballot Board. The Presiding Judge shall appoint not less than two resident qualified voters of the City to serve as members of the Early Voting Ballot Board.

SECTION 3. Electronic voting machines may be used in holding and conducting the Election on Election Day; provided, however, in the event the use of such electronic voting machines is not practicable, the Election may be conducted on Election Day by the use of paper ballots (except as otherwise provided in this section). Electronic voting machines or paper ballots may be used for early voting by personal appearance (except as otherwise provided in this section). Pursuant to Section 61.012, as amended, Texas Election Code, the City shall provide at least one accessible voting system in each polling place used in the Election. Such voting system shall comply with State and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Any legally permissible voting method may be used for early voting and Election Day voting by personal appearance. Certain early voting may be conducted by mail.

SECTION 4. The City authorizes each Administrator to utilize a Central Counting Station (the *Station*) as provided by Section 127.001, et seq., Texas Election Code, as amended. The Administrators, or the designee thereof, are hereby appointed as their respective Manager of the Station, who will establish a written plan for the orderly operation of the Station in accordance

with the provisions of the Texas Election Code. The Council hereby authorizes the Administrator, or the designee thereof, to appoint the Presiding Judge of the Station, the Tabulation Supervisor, and the Programmer for their respective Stations and may appoint Station clerks as needed or desirable. The Administrator will publish (or cause to be published) notice and conduct testing on the automatic tabulation equipment relating to the Station and conduct instruction for the officials and clerks for their respective Stations in accordance with the provisions of the Texas Election Code.

SECTION 5. The official ballot shall be prepared in accordance with the Texas Election Code, as amended, so as to permit voters to vote "FOR" or "AGAINST" the aforesaid measure which shall appear on the ballot substantially as follows:

MEASURE A

"THE ISSUANCE OF NOT TO EXCEED $_____ OF CITY OF FAIR OAKS RANCH, TEXAS GENERAL OBLIGATION BONDS FOR DESIGNING, DEMOLISHING, CONSTRUCTING, RENOVATING, IMPROVING, EXTENDING AND MAKING PERMANENT STREET, SIDEWALK, DRAINAGE AND ANY RELATED IMPROVEMENTS, AND THE LEVYING OF A TAX IN PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS"

SECTION 6. All resident qualified voters of the City shall be permitted to vote at the Election, and on Election Day, such voters shall vote at the designated polling places set forth in Exhibit A. The Election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, Chapters 1251 and 1331, as amended, Texas Government Code, and as may be required by any other law. To the extent required by law, all materials and proceedings relating to the Election shall be printed in English and Spanish.

SECTION 7. Notice of election, including a Spanish translation thereof, shall be published on the same day in each of two successive weeks in a newspaper of general circulation in the City, the first of these publications to appear in such newspaper not more than 30 days, and not less than 14 days, prior to Election Day. Moreover, a substantial copy of this Resolution and the voter information attached as Exhibit C, including a Spanish translation thereof, shall be posted (i) at City Hall not less than 21 days prior to Election Day; (ii) at three additional public places within the City not less than 21 days prior to Election Day, (iii) in a prominent location at each polling place on Election Day and during early voting, and (iv) in a prominent location on the City's internet website not less than 21 days prior to Election Day. A sample ballot shall be posted on the City's internet website not less than 21 days prior to Election Day.

SECTION 8. As required by and in accordance with Section 3.009(b)(5) and (7) through (9) of the Texas Election Code, the City, as of the date of this resolution, had outstanding an aggregate principal amount of debt equal to $4,530,000; the aggregate amount of the interest owed on such City debt obligations, through respective maturity, totaled $329,210.50; and the City levied an ad valorem debt service tax rate for its outstanding debt obligations of $0.0229 per $100 of taxable assessed valuation. Based on the bond market conditions on the date of the Council's adoption of this Resolution, the maximum interest rate for any series of bonds authorized at the

Election is 5.25% (expressed as a net effective interest rate applicable to any such series of bonds). The bonds that are the subject of this Election shall mature serially or otherwise overall a specified number of years (not more than 40 years from their date), as preserved by applicable Texas law, though the City estimates that, based on current bond market conditions, such bonds will amortize over a 25-year period from their respective date of issue. The foregoing estimated maximum net effective interest rate and amortization period are only estimates, provided for Texas statutory compliance; they do not serve as a cap on the per annum interest rate at which any series of bonds authorized at the Election may be sold, or the amortization period for bonds that are the subject of this Election.

SECTION 9. The Council authorizes the Mayor, the City Manager, or their respective designee, to negotiate and enter into one or more joint election agreements and/or similar contracts or agreements with the County, acting by and through the Administrators, and any Participants if desired or required to comply with applicable law, as permitted and in accordance with the provisions of the Texas Election Code, as amended. In addition, the City authorizes the Mayor, the City Manager, or their respective designee of either of such parties to make such technical modifications to this Resolution that are necessary for compliance with applicable Texas or federal law or to carry out the intent of the Council, as evidenced herein. To the extent that any duty or obligation of the City, in general, or any City official, in particular, is properly delegated to the County pursuant to a joint election agreement, then the County's carrying out those duties and obligations on the City's behalf pursuant to the terms of such joint election agreement shall be binding upon the City and are hereby determined by the Council to be evidence of the City's compliance with the provisions of applicable Texas law concerning the Election relative to the same. By incorporating all essential terms necessary for a joint election agreement, this Resolution is intended to satisfy Section 271.002(d) of the Texas Election Code, as amended, without further action of the City Council. To the extent needed or desirable, the Administrator is hereby appointed joint custodian of voted ballots for the purposes of Section 31.096, as amended, Texas Election Code.

SECTION 10. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 11. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters ordained herein.

SECTION 12. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 13. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 14. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 15. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED on the 15th day of February, 2024.

CITY OF FAIR OAKS RANCH, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(CITY SEAL)

Exhibit A

ELECTION DAY POLLING PLACES

Election Day: May 4, 2024
Election Day Polling Places open from 7 a.m. to 7 p.m.
Presiding Judges: to be determined by the Administrator
City's website: https://fairoaksranchtx.org/
Kendall County's website: https://www.co.kendall.tx.us/page/Elections

City Hall (Training Room), 447 N. Main Street, Boerne, Texas 78006
City of Fair Oaks Ranch Police Department (Public Safety Training Room), 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas 78015

Subject to change. Check County's website.

Kendall County participates in the Countywide Polling Place program under Section 43.007, as amended, Texas Election Code. Registered voters of Kendall County will be able to cast their Election Day ballots at any of the Vote Centers in Kendall County identified on that County's website.

[The remainder of this page intentionally left blank.]

Exhibit B

EARLY VOTING

KENDALL COUNTY

Early Voting Clerk: Staci Decker, 221 Fawn Valley Drive, Suite 100, Boerne, Texas 78006.

Presiding Judge of the Early Voting Ballot Board: to be determined by the Administrator.

Kendall County Courthouse Annex, 221 Fawn Valley Drive, Boerne, Texas 78006 (Main)
City of Fair Oaks Ranch Police Department (Public Safety Training Room), 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas 78015 (Branch)

Monday, April 22, 2024 through Friday, April 26, 2024	8:00 a.m. – 6:00 p.m.
Saturday, April 27, 2024	10:00 a.m. – 4:00 p.m.
Monday, April 29, 2024 through Tuesday, April 30, 2024	7:00 a.m. – 7:00 p.m.

Subject to change. Check County's website.

Kendall County participates in the Countywide Polling Place program under Section 43.007, as amended, Texas Election Code. Registered voters of Kendall County will be able to cast their Election Day ballots at any of the Vote Centers in Kendall County identified on the County's website.

Early Voting By Mail

Applications for voting by mail should be received (not post marked) no later than the close of business (5:00 p.m.) on April 23, 2024. Applications should be sent to:

Elections Administrator
Staci Decker
P.O. Box 2384
Boerne, Texas 78006
fax: (830) 331-8295
email: elections@co.kendall.tx.us

If an application for ballot by mail is faxed or emailed (or if a federal postcard application is faxed), the applicant must also mail the original application so that the early voting clerk receives the original no later than four days after receiving the emailed or faxed copy.

Exhibit C

VOTER INFORMATION DOCUMENT

Fair Oaks Ranch, Texas Proposition A:

□ FOR □ AGAINST	"THE ISSUANCE OF NOT TO EXCEED $_____ OF CITY OF FAIR OAKS RANCH, TEXAS GENERAL OBLIGATION BONDS FOR DESIGNING, DEMOLISHING, CONSTRUCTING, RENOVATING, IMPROVING, EXTENDING AND MAKING PERMANENT STREET, SIDEWALK, DRAINAGE AND ANY RELATED IMPROVEMENTS, AND THE LEVYING OF A TAX IN PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS"

principal of debt obligations to be authorized	$_____
estimated interest for the debt obligations to be authorized presuming an interest rate of 5.25%	$_____
estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized amortized over 25 years	$_____
as of the date the election was ordered, principal of all outstanding debt obligations	$4,530,000
as of the date the election was ordered, the estimated interest on all outstanding debt obligations	$329,210.50
estimated combined principal and interest required to pay on time and in full all outstanding debt obligations amortized over 25 years	$_____
estimated maximum annual increase in the amount of taxes on a residence homestead with an appraised value of $100,000 to repay the debt obligations to be authorized, if approved This figure makes conservative assumption about the amortization period of the debt obligations and the estimated interest rate; and presumes growth in taxable value of 10% in 2024-25, 5% in 2025-29, and 0% thereafter.	$_____

CITY COUNCIL WORKSHOP ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Solid Waste Franchise Agreement

DATE: February 1, 2024

DEPARTMENT: Public Works

PRESENTED BY: Carole Vanzant, CPM, TRMC, Assistant City Manager, Community Services

INTRODUCTION/BACKGROUND:

The City's exclusive franchise agreement for the collection, hauling, and disposal of residential garbage and refuse waste with Republic Services expires September 30, 2024. A common best practice among cities is an exclusive solid waste collection, disposal, and recycling system. Outsourcing provides benefits inclusive of decreased cost of service, reduction in the number of collection vehicles, and innovative approaches and techniques. Chapter 363 of the State of Texas Health & Safety Code authorizes a municipality to grant a franchise for solid waste collection and disposal. Article 13.02 of the Fair Oaks Ranch Code of Ordinances - Solid Waste establishes the City's program of service as authorized by the State of Texas.

Primary options to consider for FY 2024-25 and subsequent years include the following:

- Direct staff to exercise the City's option to renew the current agreement for two years, inclusive of negotiating enhancements and contract amendments.
- Direct staff to solicit proposals (RFP) for solid waste collection services with the goal of advancing a new franchise agreement starting October 1, 2024. The City is not required to solicit proposals for solid waste collection and disposal services.
- Direct staff to negotiate a new agreement with a specific service provider.

Historical Perspective

- The City of Fair Oaks Ranch executed a five-year exclusive franchise agreement with Republic Services in 2005.
- The agreement was extended in 2010 for an additional five-years and again in 2015 and 2016 for one-year terms.

Current Agreement

- In 2017, the City solicited proposals for solid waste collection services. Three proposals were received.
- On October 1, 2017, the City entered into a new five-year exclusive franchise agreement with BFI Waste Services of Texas, LP d/b/a Allied Waste Services of San Antonio//Republic Services of San Antonio for the collection, hauling and disposal of solid waste for residential properties in the city.
- Key differentiators driving the selection to contract with Republic Services included the following:
    - Reduced monthly rate for the citizens without extra containers (less than one third have extra carts).

- Inclusion of an annual household hazardous waste community event (new service) provided by Republic Services.
- No subcontracting of operations; 100% performed by Republic Services.
- Twice per year bulk/brush pick-up, inclusive of new operational efficiencies (lessons learned) within defined sectors, proactive public outreach, and a staging area provided by Republic Services.
- Enhanced education and community outreach inclusive of additional mailers, smart technology (Apps) and web site pushes.
- Institutional knowledge of our community with a proven performance history and in-kind services.
- Minimal transition and interruption.

- The agreement expiring September 30, 2022 prescribed the following renewal option:
  - "*The City, at its sole discretion, shall have the option to renew this Agreement for up to two (2) additional two (2) year terms. There is no guarantee to the Contractor that the City will exercise this option to continue this Agreement beyond the initial five-year period. Both parties, in writing, shall agree to each extension.*"
- After providing a two-month extension of the Agreement, on November 17, 2022, the City Council approved the First Amendment to the 2017 Exclusive Franchise Agreement for a term of two years, expiring September 30, 2024.

Exhibit A attached includes Ordinance 2022-14 consisting of the First Amendment Agreement and the 2017 Franchise Agreement.

Next Steps

- Republic Services has notified the City of its interest in exercising the second option to renew the agreement for two years. Staff recommends the City exercise its option to renew the agreement for another two years.
- If City Council decides to advance efforts to renew the current agreement, staff will work with Republic Services and the city attorney to solidify terms and conditions. A Second Amendment to the existing agreement will be brought back to Council for consideration and possible action.
- Staff's recommendation to move forward with renewal efforts is based on the following:
  - The advantage of renewing our agreement includes seamless continued service and established base service rates for two years.
  - The current agreement guarantees an increase no greater than the lesser of the Consumer Price Index (CPI) or 3.0%. In recent years, the City has maintained stable rates during years with high inflation (CPI).
  - Republic Services has performed well and provided enhanced services, including covering the cost of 2018-2022 shortages associated with the annual Household Hazardous Waste Collection event and waiving the 2019 service rate increase as shown on the following two charts:

Household Hazardous Waste Collection

Event Year	2018	2019	2020	2021	2022	2023
Total Cost of Event	$92,300	$32,494	$43,897	$39,840	$38,422	$43,475
Republic Services Commitment	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000
City of Fair Oaks Ranch Commitment	$10,000	$10,000	$10,000	$10,000	$10,000	$20,000
Shortage	-$62,300	-$2,494	-$13,897	-$9,840	-$8,422	-$3,475

Service Rates

	Actual Service Monthly Rate	CPI	% Increase
FY 17-18	20.05		
FY 18-19	20.65	3.17%	3.00%
FY 19-20	20.65	3.70%	0.00%[1]
FY 20-21	21.25	2.92%	2.92%
FY 21-22	21.87	2.92%	2.92%
FY 22-23	22.96	3.90%	5.00%[2]
FY 23-24	23.65	5.22%	3.00%

[1] Republic Services waived the 2019 service rate increase.

[2] Rate adjustment includes 3% annual cap plus 2% franchise fee increase as authorized in the First Amendment Agreement

- The contractor effectively addresses customer issues.
  - i. Missed services typically are resolved by end of day or the following morning.
  - ii. A storage area at City Hall allows for quicker delivery of bins to new customers.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The City receives a negotiated franchise fee of 5%, which is budgeted at $32,500 for FY 2023-24. The contractor bills directly to customers (residents) for residential solid waste services.

LEGAL ANALYSIS:

TBD subject to Council direction

RECOMMENDATION/PROPOSED MOTION:

Staff needs direction on proceeding with one of the following options:

Option 1 (staff recommendation):

Exercise the City's option to renew the current agreement, inclusive of negotiating enhancements (anticipated timeframe for completion - up to four months from tonight's meeting).

Option 2:

Solicit proposals (RFP) for solid waste collection services with the goal of advancing a new franchise agreement beginning October 1, 2024 (anticipated timeframe for completion – up to six months from tonight's meeting).

Option 3:

City Council names a specific service provider they desire to negotiate a new agreement with (anticipated timeframe for completion - up to four months from tonight's meeting).

Exhibit A

ORDINANCE 2022-14

AN ORDINANCE OF THE CITY OF FAIR OAKS RANCH CITY COUNCIL APPROVING THE FIRST AMENDMENT TO AN EXCLUSIVE FRANCHISE AGREEMENT WITH REPUBLIC SERVICES FOR THE COLLECTION, HAULING, AND DISPOSAL OF RESIDENTIAL GARBAGE AND REFUSE WASTE IN THE CITY OF FAIR OAKS RANCH, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT, PROVIDING A SEVERABILITY AND A REPEALER CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Fair Oaks Ranch has determined that it would be in the best interest of the citizens of the City and, would promote the health, safety and general welfare of the inhabitants of said City to contract with Republic Services to provide for the collection, removal and disposal of garbage and refuse waste in the City of Fair Oaks Ranch; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch has determined that such an Agreement is necessary to preserve or protect the public health of the citizens of Fair Oaks Ranch, Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS THAT:

SECTION I. AGREEMENT APPROVED.

The *"First Amendment"* to the Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Residential Garbage and Refuse Waste in the City of Fair Oaks Ranch, Texas (hereinafter the "Agreement"), attached hereto, upon execution, as **Exhibit A1** and incorporated herein for all purposes, is hereby approved.

SECTION II. CITY MANAGER AUTHORIZED.

The City Manager is hereby authorized, on behalf of the City, to execute the Agreement in substantial form as **Exhibit A**, and such other ancillary instruments and documents as may be reasonably necessary to effectuate the intent of this Ordinance.

SECTION III. SEVERABILITY.

If for any reason any section, paragraph, subsection, clause, phrase, word, or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a Court of competent jurisdiction it shall not affect any other section, paragraph, subsection, clause, phrase, work or provision of this Ordinance, for it is the definite intent of this City Council that every section, paragraph, subsection, clause, phrase, work, or provision hereof be given full force and effect for its purpose.

SECTION IV. REPEAL.

All ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed.

SECTION V. EFFECTIVE DATE.

This ordinance shall be effective upon approval and adoption.

PASSED on first reading this 17th day of November, 2022.

PASSED, APPROVED and ADOPTED on second reading this the 1st day of December, 2022.

Gregory C. Maxton, Mayor

ATTEST:

Christina Picioccio, TRMC, City Secretary

APPROVED AS TO FORM:

Denton Navarro Rocha Bernal & Zech, P.C., City Attorney

Exhibit A1

FIRST AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT WITH BFI WASTE SERVICES OF TEXAS, LP, d/b/a ALLIED WASTE SERVICES OF SAN ANTONIO/REPUBLIC SERVICES OF SAN ANTONIO FOR THE COLLECTION, HAULING, AND DISPOSAL SERVICES OF RESIDENTIAL GARBAGE AND REFUSE WASTE IN THE CITY OF FAIR OAKS RANCH, TEXAS

This First Amendment ("First Amendment") to the Agreement between the City of Fair Oaks Ranch and BFI Waste Systems of Texas, LP, dba Allied Waste Services of San Antonio//Contractor Services of San Antonio dated August 17, 2017 ("2017 Agreement") is made and entered as of this 17th day of November, 2022 by and between the City of Fair Oaks Ranch, Texas ("City") and BFI Waste Systems of Texas, LP, dba Republic Services of San Antonio ("Contractor").

RECITALS

WHEREAS, on August 17, 2017, the City and Contractor entered into the 2017 Agreement for the collection, hauling, and disposal service of residential garbage and refuse waste in the City of Fair Oaks Ranch; and,

WHEREAS, the 2017 Agreement between the City and Contractor expired on September 30, 2022; and,

WHEREAS, the 2017 Agreement has a two (2) year renewal option upon mutual agreement of both parties; and,

WHEREAS, the City has determined a two-year extension of the 2017 Agreement is in the best interest of the residents of Fair Oaks Ranch; and,

WHEREAS, Contractor has determined that it is in their interest to continue providing services for an additional two years.

WHEREAS, on September 1, 2022 Republic Services requested an extension of the 2017 Agreement for an additional two-months expiring November 30, 2022 under the conditions of the current Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises and covenants hereinafter contained, the City and contractor agree to exercise the first of two (2) two (2) year renewal options (Part 1) and in this First Amendment to the 2017 Agreement, agree to amend the 2017 Agreement as follows in Parts 2, 3, 4, and 5 below. All other terms and conditions of the 2017 Agreement not expressly amended by this First Amendment shall continue in full force and effect.

Part 1: Section 2 – Term of Agreement

The City and Contractor agree to exercise the first of two (2) two (2) year renewal options with said first renewal expiring on September 30, 2024.

Part 2: Section 3 – Defined Terms

Brush and Bulky Items - Brush includes personally trimmed and severed parts of all domestically cultivated trees and shrubbery. Above average disposal of brush should be taken into consideration as historically, up to 600 tons, per event has been picked up. Bulky items consist of household items such as large appliances with Freon removed, household fixtures, furniture, yard equipment with gas removed, mattresses, etc. Items have no size or weight limitations but are limited to residential and domestic items and all bulk and brush disposed of shall be placed into one collection pile. Does not include commercial construction waste, remodeling materials or demolition debris.

Part 3: Section 4 Operations

1.b. - Weekly Collection City Facilities

1) City Hall Complex – collected in 96-gallon and four-yard commercial containers at a frequency of once (1) per week and collected by the Contractor on a day as the weekly collection of residential units.

2) Fire Stations – collected in 96-gallon containers at a frequency of once (1) per week and collected by the Contractor on a day as the weekly collection of residential units.

3) Wastewater Treatment Plant – collected in 96-gallon containers and 20- and 30-yard Roll-Off containers at a frequency of twice (2) per week and collected by the Contractor on days as the weekly collection of residential units.

2.b. – Containers Commercial

1) City Hall Complex- one (1) 4-yard metal receptacle designed to be lifted and emptied mechanically and fifteen *(*15*)* 96-gallon wheeled containers made of rigid plastic.

2) Fire Stations – four (4) 96-gallon wheeled container made of rigid plastic at each location.

3) Wastewater Treatment Plant – one (1) 20- and one (1) 30-yard Roll-Off container, and ten (10) 96-gallon wheeled containers made of rigid plastic.

4. Curbside Brush and Bulky Item collections twice per calendar year, preferably January and August, to be coordinated and scheduled through the City Manager. During the collection period, all items of non-hazardous waste placed out along the City's right of way shall be picked up. City is responsible for an advance notice on procedures of collection that shall be mailed to each residential unit. Contractor shall reimburse the city all costs for producing and mailing the customer notice including 10% administrative fee of invoice total. Announcements of the pick-up service shall be mailed in appropriate time to allow customers one week to place items out prior to start of pickup service in their zone. At least four zones should be utilized.

9. One scheduled Household Hazardous Waste collection event per calendar year. Contractor will contribute $20,000 toward the annual Event. City will be responsible for any remainder of the total event cost. City is responsible for an advance notice on procedures of collection that shall be

mailed to each residential unit. Contractor shall reimburse the city all costs for producing and mailing the customer notice including 10% administrative fee of invoice total.

Part 4: Section 5 Rates and Fees

Effective October 1, 2022, the rates and fees to be charged and received by the Contractor are as follows:

1. Total Monthly Residential Rate including annual Household Hazardous Waste event inclusive of disposal costs for solid waste services to include collection and disposal of Residential Garbage and Refuse, Brush and Bulky items, and Wastewater Sludge and Screenings, Recycling Materials, and Household Hazardous Waste. $22.96/home/month

2. Total Monthly Rate for Additional Containers $13.74/container/month

Part 5: Section 6 Franchise Fee

Pay the City an amount equal to five (5%) percent of the gross receipts of the Contractor for Residential Unit services provided in the City. Said amount shall be paid each annual quarter, within thirty days after the quarter.

City of Fair Oaks Ranch, Texas

By: _____

Tobin E. Maples, City Manager

Attest: _____

Christina Picioccio, City Secretary

Address: 7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

Date: Dec 7, 2022

BFI Waste Services of Texas, LP d/b/a Allied Waste Services of S.A./Republic Services of San Antonio

By: _____

Name: William K Rich II

Title: General Manager

Attest: _____

Name: Tom Armstrong

Title: Mgr Municipal Sales

Address: 4542 SE Loop 410
San Antonio, TX 78222

Date: 12-17-22

Exhibit A

ORDINANCE 2017-06

OF THE CITY OF FAIR OAKS RANCH CITY COUNCIL APPROVING AN EXCLUSIVE FRANCHISE AGREEMENT WITH REPUBLIC SERVICES FOR THE COLLECTION, HAULING, AND DISPOSAL OF RESIDENTIAL GARBAGE AND REFUSE WASTE IN THE CITY OF FAIR OAKS RANCH, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, PROVIDING A SEVERABILITY AND A REPEALER CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Fair Oaks Ranch has determined that it would be in the best interest of the citizens of the City and, would promote the health, safety and general welfare of the inhabitants of said City to contract with Republic Services to provide for the collection, removal and disposal of garbage and refuse waste in the City of Fair Oaks Ranch; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch has determined that such an Agreement is necessary to preserve or protect the public health of the citizens of Fair Oaks Ranch, Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS THAT:

SECTION I. AGREEMENT APPROVED.

The "*Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Residential Garbage and Refuse Waste in the City of Fair Oaks Ranch, Texas*" (hereinafter the "Agreement"), attached hereto, upon execution, as **Exhibit "A"** and incorporated herein for all purposes, is hereby approved.

SECTION II. CITY MANAGER AUTHORIZED.

The City Manager is hereby authorized, on behalf of the City, to execute the Agreement in substantial form as **Exhibit "A"**, and such other ancillary instruments and documents as may be reasonably necessary to effectuate the intent of this Ordinance.

SECTION III. SEVERABILITY.

If for any reason any section, paragraph, subsection, clause, phrase, word, or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a Court of competent jurisdiction it shall not affect any other section, paragraph, subsection, clause, phrase, work or provision of this Ordinance, for it is the definite intent of this City Council that every section, paragraph, subsection, clause, phrase, work, or provision hereof be given full force and effect for its purpose.

SECTION IV. REPEAL.

All ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed.

SECTION V. EFFECTIVE DATE.

This ordinance shall be effective upon passage, approval, and adoption.

PASSED on first reading this 3rd day of August, 2017.

PASSED, APPROVED and ADOPTED on second reading this the 17th day of August, 2017.

Garry Manitzas, Mayor

Attest:

Christina Picioccio, City Secretary

Approved as to Form:

Charles E. Zech, City Attorney

Exhibit A

EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING AND DISPOSAL OF RESIDENTIAL GARBAGE AND REFUSE WASTE IN THE CITY OF FAIR OAKS RANCH, TEXAS

STATE OF TEXAS

COUNTY OF KENDALL

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of August 17, 2017, by and between BFI Waste Services of Texas, LP, d/b/a Allied Waste Services of San Antonio//Republic Services of San Antonio (the "Contractor"), and the City of Fair Oaks Ranch, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Contractor the exclusive franchise, license and privilege to collect, haul and dispose of Residential Garbage and Refuse, Brush and Bulky items, Wastewater Sludge and Screenings (as such terms are defined herein individually and collectively referred to a "Municipal Solid Waste") within the City's corporate limits.

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

SECTION 1. EXCLUSIVE FRANCHISE GRANT.

The City hereby grants to the Contractor, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

SECTION 2. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on October 1, 2017 and concluding on September 30, 2022.

The City, at its sole discretion, shall have the option to renew this Agreement for up to two (2) additional two (2) year terms. There is no guarantee to the Contractor that the City will exercise this option to continue this Agreement beyond the initial five year period. Both parties, in writing, shall agree to each extension.

SECTION 3. DEFINED TERMS.

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

Brush And Bulky Items - Brush includes personally-trimmed and severed parts of all domestically cultivated trees and shrubbery. Above average disposal of brush should be taken into consideration as historically, up to 600 tons, per event has been picked up. Bulky items consist of household items such

as large appliances with Freon removed, household fixtures, furniture, yard equipment with gas removed, mattresses, etc. Items have no size or weight limitations but are limited to residential and domestic items. Does not include commercial construction waste, remodeling materials or demolition debris.

Brush And Bulky Items Curbside Pick Up - The collection and disposal of curbside Brush and Bulky items.

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.

City - The City of Fair Oaks Ranch, Texas.

City Facilities - All municipal-owned buildings located at 7286 Dietz Elkhorn (City Hall Complex), 30955 Meadow Creek Trail (Fire Station), 7895 Fair Oaks Parkway (Fire Station), and the Wastewater Treatment Plant off of No Le Hace Road.

City Manager - The Fair Oaks Ranch City Manager or his/her authorized designee.

Commercial Container - Metal receptacle designed to be lifted and emptied mechanically for use at City Facilities.

Contractor - The person, corporation, partnership, or legal entity performing the services provided for under this Agreement.

Contractor's Public Education Program - A Program, maintained by the Contractor, that provides information of materials to be collected, a list of materials that cannot be collected or items which will require a special fee based pick-up, and how to prepare materials for the Residential and Garbage and Refuse services as well as annual brush/bulky item pick up and household hazardous waste events.

Dead Animal Collection - The collection of dead animals stored in the City's storage cooler.

Disposal Site - A legally permitted municipal solid waste depository including, but not limited to, sanitary landfills permitted or approved by all appropriate governmental agencies having jurisdiction and requiring such licenses, franchises, permits or approvals to receive for processing or final disposal municipal solid waste and dead animals.

Franchise Agreement - An agreement granting the right and responsibility to provide the Scope of Services provided for within the RFP.

Hazardous Waste – Means waste defined as, or of a character or in sufficient quantity to be defined as, a Hazardous Waste by the Resource Conservation and Recovery Act, as amended, or by Texas law with respect thereto, or a "toxic substance" as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from a Federal or Texas entity, body or agency.

Holidays - The following days shall be considered Holidays - New Year's Day, Thanksgiving Day, and Christmas Day.

Household Hazardous Waste - Household Hazardous Waste shall mean any liquid or solid waste identified or listed as a hazardous waste by the United States Environmental Protection Agency (EPA) pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and as may be identified by any state or federal agency as hazardous or toxic and requiring special handling or special disposal treatment. EPA considers some leftover household products that can catch fire, react, or explode under certain circumstances, or that are corrosive or toxic as household hazardous waste. Products, such as paints, cleaners, oils, batteries, and pesticides can contain hazardous ingredients and require special care when disposed of.

Landfill - Any facility or area of land receiving Municipal Solid Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas.

Monthly Residential Rate - Monthly fee charged by the Contractor to all single-family residential receiving solid waste collection, disposal and recycling services authorized by City Council.

Recycling and Recycling Facility- Recycling shall mean a process by which recyclable materials are collected, sorted, processed, or prepared into marketable commodities for manufacturing into new products. Recycling Facility shall mean a facility where recyclable materials are sorted and processed.

Recycling Collection - Weekly residential curbside and City facilities collection of recyclable materials.

Recycling Materials - Recycling Materials includes, but not limited to the following:

> **Paper Products** - Newspaper, magazines, ad circulars, catalogs, envelopes, file folders, flattened cardboard, paper bags, phone books.
> **Glass** - Bottles and jars with labels and lids.
> **Cans** - Empty aluminum and steel/tin cans used for beverages and food.
> **Rigid Plastic Containers** - Household plastic containers labeled #1-7 with recycling symbol on the bottom of container. Labels and lids may be present.
> **Other:** As detailed, in the proposal, by the Contractor such as foil, styrofoam, etc.

Recycling Materials not allowed includes mirrors, window, ceramic or other glass or glazed materials, and scrap metal.

Residential Containers - A 96-gallon wheeled container made of rigid plastic and provided by the Contractor.

Residential Garbage And Refuse - All dry trash, rags, kitchen and household wastes, food containers, lawn trimmings, leaves and other materials typically generated by a residential dwelling unit, which waste is treated by regulation as domestic municipal solid waste. Residential garbage and refuse does not include Unacceptable Waste.

Residential Unit - Garbage collection and recyclable material collection services to single-family, residential units will be billed directly by the Contractor. These types of residences include, but may not

be limited to, single family residences on one electric meter or duplex dwelling units on one or more meters.

Roll-Off Container - An open top dumpster characterized by a rectangular footprint, utilizing wheels to facilitate rolling the dumpster in place. Container is designed to be transported by special roll-off trucks.

Screenings - That floating and suspended matter, both organic and inorganic, that is removed from the wastewater entering the treatment plant by the mechanically cleaned course screens.

Special Waste - Special Waste is any nonhazardous solid waste at City locations which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited, to sludge from the City's wastewater treatment plants. Special Waste must conform in all respects with a Contractor-approved Special Waste Profile.

Special Waste Profile - Contractor's form of documentation, as provided in Attachment A, that the City must complete, and Contractor must approve, with respect to any Special Waste prior to Contractor's acceptance of such Special Waste.

Storm Damage - Storm damage refers to damage and debris produced by strong winds, rain, hail, lighting, flooding, storm, tornadoes or turbulent weather that ultimately will be identified at the City Manager's discretion.

Unacceptable Waste - Means highly flammable substances, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by Texas or federal law, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility. Household Hazardous Waste collected during the designated and approved, once-per-year event by Contractor does not constitute Unacceptable Waste.

Waste - Means non-hazardous residential garbage and refuse, recyclable materials, and non-hazardous special waste. Waste does not include unacceptable waste.

Wastewater Sludge - The accumulated solids separated from the wastewater during processing. That portion of settled solids from the final clarifiers removed from the wastewater treatment processes to the solids drying beds or other solids handling facilities.

SECTION 4. OPERATIONS.

Scope of Service and Operations. It is expressly understood and agreed that the Contractor will provide the following services (the "Services"):

1. Weekly Collection. Unless defined a Holiday under this Franchise Agreement Contractor shall provide the following Weekly collection:

a. Residential Units - Contractor shall provide one curbside Residential Garbage and Refuse collection and one curbside Recycling Material collection per week, for each of

the residential units located within the City of Fair Oaks Ranch. The Recyclable Material curbside collection will occur on the same day as normal curbside Residential Garbage and Refuse collection. Such collection services must be provided between the hours of 7:00 A.M. and 7:00 P.M.

b. City Facilities – Contractor shall provide collection during the hours of 8:00 A.M. and 4:30 P.M. for each of the following locations as follows:

1) City Hall Complex – collected in 96-gallon and five-yard commercial containers at a frequency of once (1) per week and collected by the Contractor on a day as the weekly collection of residential units.

2) Fire Stations - collected in 96-gallon containers at a frequency of once (1) per week and collected by the Contractor on a day as the weekly collection of residential units

3) Wastewater Treatment Plant – collected in 96-gallon containers and 20 and 30-yard Roll-Off Containers at a frequency of twice (2) per week and collected by the Contractor on days as the weekly collection of residential units.

2. Containers.

a. Residential Containers - Contractor shall provide one Residential Container each for:

1) Residential Garbage and Refuse; and

2) Recycling Materials to each residential unit. Preferred colors for containers are green and brown.

b. Commercial Containers – At a minimum, Contractor shall provide the following commercial containers to the following City Facilities:

1) City Hall Complex – one (1) 5-yard metal receptacle designed to be lifted and emptied mechanically and ten (10) 96-gallon wheeled containers made of rigid plastic

2) Fire Stations – one (1) 96-gallon wheeled container made of rigid plastic at each location.

3) Wastewater Treatment Plant – one (1) 20- and one (1) 30-yard Roll-Off Container, and four (4) 96-gallon wheeled containers made of rigid plastic.

3. Recycling Education Program. Participation in curbside Recycling Collection shall be voluntary on the part of the resident. To promote maximum participation, Contractor shall, at the contract proposal price, implement, maintain and manage a public education program. Contractor shall provide educational material on acceptable recycling materials. The educational material, at the minimum, shall be sent once a calendar year in customer billing statements.

Contractor shall produce resident education tags, the form of which to be approved by the City Manager, to be left by Contractor if non-recyclable material is rejected.

Publishing and distribution of public education information shall be in hard copy and electronic version for use on City's website. The information shall contain a list of materials to be collected, a list of materials that cannot be collected or items which will require a special fee based pick up, and how to prepare materials for the weekly residential solid waste and recycling service. Said information shall be provided to every new customer, after the initial distribution, and shall be sent to all customers after any changes in collection procedures.

4. Curbside Brush and Bulky Item collections twice per calendar year, preferably February and August, to be coordinated and scheduled through the City Manager. During the collection period, all items of non-hazardous waste placed out along the City's right of way shall be picked up. Contractor is responsible for an advance notice on customer procedures of collection that shall be mailed to each residential unit. Announcements of the pick-up service shall be mailed in appropriate time to allow customers one week to place items out prior to start of pickup service in their zone. At least four zones should be utilized.

5. Dead Animal Collection at city-owned storage cooler located at 7286 Dietz Elkhorn on each day the Contractor provides residential solid waste pick up in the City.

6. Christmas Tree collection on a date to be determined annually by Contractor and City Manager but no later than mid-January of each calendar year.

7. Storm Damage clean up and disposal on City property within 48 hours of written request made by the City Manager.

8. Wastewater Sludge and Screenings removal and disposal:

a. Wastewater Sludge – Collected in a 30-yard Roll-Off Container at a frequency of twice (2) per week.

b. Screenings - Collected in four (4) 96-gallon wheeled, drainable, plastic waste wheelers at a frequency of twice (2) per week.

9. One scheduled Household Hazardous Waste collection event per calendar year.

10. Recycling Materials shall be disposed of at *400 Probandt, San Antonio, TX*. Contractor may change the location of the Recycling Facility, however, must receive written approval from the City, such approval not to be unreasonably withheld.

11. Residential Garbage and Refuse shall be disposed of at a Landfill.

12. Special Waste Profile If services include Special Waste, the City shall utilize Contractor's approved Special Waste Profile, signed by the City Engineer or an authorized City official who is responsible for environmental compliance, containing a complete and accurate description of the waste stream, including the generating process and chemical and physical characteristics.

a. Upon successful conclusion of the waste characterization approval process, the City shall thereafter update the Special Waste Profile (1) upon request of Contractor or (2) immediately upon any change in the composition, generating process or characteristics of the waste. The City agrees, upon written request of Contractor, to provide a Special Waste Profile or, in Contractor's discretion, a representative sample and full analytical characterization of any Waste Material to Contractor or others in connection with the proper management of the Special Waste.

b. The City warrants that it has sufficient knowledge and information to ensure that the Special Waste Profile provided is true and correct at the time of tender of every load of Special Waste and that each load of Special Waste tendered for management by contractor (1) shall be fully and precisely described in a Special Waste Profile; (2) shall conform to the information provided in the Special Waste Profile; and (3) shall not contain any hazardous waste or Unacceptable Waste.

c. The City will use best efforts and will provide information to the best of its knowledge but does not assume liability in case of error.

13. Right of Refusal. Contractor may, in its sole discretion, reject any Unacceptable Waste. If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container of waste.

14. Contractor shall be required to follow all applicable local, state and federal laws and regulation pertaining to the provision of the services detailed herein, including but not limited to those related to safety. Contractor shall acquire title to Waste when the Waste is loaded into Contractor's vehicle; except when Contractor is providing disposal services only and not collection services, Contractor shall acquire title when the Waste is delivered to Contractor's premises. Title to and liability for any Unacceptable Waste shall at no time pass to Contractor.

SECTION 5. RATES AND FEES.

The rates and fees to be charged and received by the Contractor are as follows:

1. Total Monthly Residential Rate including annual Household Hazardous Waste event inclusive of disposal costs for solid waste services to include collection and disposal of Residential Garbage and Refuse, Brush and Bulky items, and Wastewater Sludge and Screenings, Recycling Materials, and Household Hazardous Waste. **$20.05/home/month**

2. Total Monthly Rate for Additional Containers. **$12.00/container/month**

3. Contractor may increase the rates effective on each anniversary of the effective date of the contract in an amount equal to the percentage increases in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics (the "CPI"). Rates will be increased using the most recently available trailing 12 months average CPI compared to the 12 months preceding. The Annual Rate Adjustment will be the lesser of the CPI Water, Sewer & Trash index or 3%. For example, if the CPI price increase is scheduled for April 1, 2017, and the latest CPI index available is the month of February, 2017, the CPI price increase percentage would be computed as the % change from:

The average CPI for the 12 months - March 2016 through February, 2017
Against the average CPI for the 12 months - March 2015 through February, 2016

SECTION 6. FRANCHISE FEE.

In consideration of the grant of the franchise herein the Contractor shall agree to:

1. Pay the City an amount equal to three (3%) percent of the gross receipts of the Contractor for Residential Unit services provided in the City. Said amount shall be paid each annual quarter, within thirty days after the quarter.

2. Pay to the City an amount equal to 50% of the net proceeds from the sale of all Recyclable Material collected from participants in the recycling program. Said amount shall be paid to the City each annual quarter, within thirty days after the quarter.

3. Notwithstanding the terms of this Agreement or any other understanding between the parties, Contractor's Franchise Fee obligations shall extend only to those revenues received and retained by Contractor as its rates or fees for servicing customers, as such rates or fees may be increased from time to time. To the extent Contractor imposes any surcharges on customers, including but not limited to surcharges made for the purpose of satisfying (i) Contractor's own Franchise Fee obligations to the City or (ii) Contractor's sales tax obligations or (iii) the Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee, or any other separately stated fee, to the extent applicable, the monies received by Contractor as a result of such surcharge(s) shall not be subject to the Franchise Fee and the City shall not be entitled to receive as part of its Franchise Fee any portion or percentage of such monies.

4. Contractor shall make available to City any and all documents and books necessary and related to the services provided under the Agreement upon reasonable notice, at any time during business hours for purpose of audit and verification of the fees to be paid hereunder.

SECTION 7. BILLING.

Contractor shall bill and collect, in accordance with the monthly fee schedule established herein, from all residential units within the contracted service area. City will not be responsible for, and will not provide assistance with collection of delinquent accounts.

SECTION 8. HOURS OF SERVICE.

For all the Services provided hereunder, the Contractor's hours of service shall be as provided for in this Agreement. The Contractor will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Contractor shall provide such services on the immediately following business day.

SECTION 9. CUSTOMER SERVICE.

A customer service office for billing, arrangement of services, and receipt of complaints shall be available during normal business hours to respond to customer and city inquiries within two (2) hours of the initial call. Contractor shall, on billing statements, provide the Contractor's customer service phone number. A 24 hour emergency telephone number with a representative available to respond to emergency calls from the City shall be made available.

SECTION 10. VEHICLES AND EQUIPMENT.

Contractor furnished-equipment, such as trash or recycling containers; dumpsters; or open to roll offs, shall remain as Contractor's property. The City and residents shall be liable for loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). The City and residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. The City and residents shall provide safe, unobstructed access to the equipment on the scheduled collection day. Contractor may charge an additional fee for any additional collection service required by the failure to provide access.

Contractor shall provide and maintain a fleet of solid waste collection vehicles sufficient in number and capacity to perform the work and render the service required under this Agreement. All equipment, including collection vehicles shall be kept clean and in good condition and repair at all times. The trucks used in the collection of garbage shall be all metal, with completely enclosed "packer" type bodies that are designed and manufactured for the collection of garbage and rubbish. Said collection vehicles shall have Contractor's name and telephone numbers painted on each side of the vehicle.

Collection vehicles shall carry at all times a shovel and a broom or rake, to be used for collection of spilled refuse. Vehicles shall be equipped with two-way communications for constant contact, during operations, with the local office of the company.

Vehicles used by the Contractor for the collection, hauling and disposal of Residential Garbage and Refuse and Construction and Demolition Waste shall be protected at all times while in transit to prevent the blowing or scattering of Residential Garbage and Refuse and Recycling Materials onto the City's public streets, or properties adjacent thereto. All collection vehicles used by the Contractor shall be washed and deodorized once per week.

SECTION 11. INSURANCE COVERAGE.

Workers Compensation Insurance/Other State-approved Program: Contractor shall carry and maintain during the term of this Agreement, workers compensation or other state-approved program and employers liability insurance meeting the requirements of the State of Texas on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than $2,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than $2,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be $2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement.

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least $4,000,000 per occurrence for bodily injury and property damage or split limits of at least $2,000,000 for bodily injury per person per occurrence and $2,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Subcontractor: In the case of any work sublet, the Contractor shall require subcontractor and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this Agreement shall be written by a non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Contractor shall secure the following for the benefit of the City with respect to the above required insurance, so that the City shall:

- Be identified as an additional insured on all policies except Worker Compensation Policy;
- Be provided with thirty-(30) days advance notice in writing of cancellation in any policy;
- Be provided with Certificates of Insurance evidencing the above required insurance pursuant to this Agreement, and thereafter with certificates evidencing renewals or replacement of said policies of insurance; and
- Be provided with waiver of Subrogation on Workers Compensation in favor of the City.

SECTION 12. PERFORMANCE SECURITY.

During the term of this Agreement and any extension thereof, the Contractor agrees to procure and maintain a performance bond (i) payable to the City, (ii) issued by a surety acceptable to the City, and (iii) conditioned upon the Contractor truly and timely performing all of its obligations under this Agreement. Such performance bond shall be in the amount of $_____ (a minimum of 100% of the first year value of the Agreement) and shall be in effect for the duration of this Agreement and any extensions thereof.

SECTION 13. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any materials not covered under this Agreement; provided, however, that the Contractor and the owner or occupant of a Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of any such materials.

SECTION 14. ASSIGNMENT.

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

SECTION 15. ENFORCEMENT.

The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein.

SECTION 16. COMPLIANCE WITH APPLICABLE LAWS.

The Contractor shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Residential Garbage and Refuse, 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 Contractor in order to insure compliance with this Section.

SECTION 17. DUE CARE.

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

SECTION 18. PERSONNEL AND PERFORMANCE STANDARDS.

The Contractor shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Contractor, its agents, servants and employees shall perform the Services in a courteous and competent manner. During the term of this Agreement and any extension thereof, the Contractor 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 19. TERMINATION.

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

City may terminate the Agreement at any time, without cause, upon providing Contractor 180 day's written notice of its intent to terminate.

SECTION 20. INDEMNITY.

THE CONTRACTOR ASSUMES RISKS OF LOSS OR INJURY TO PROPERTY OR PERSONS TO THE EXTENT CAUSED BY ITS PERFORMANCE OF THE SERVICES. THE CONTRACTOR 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) TO THE EXTENT CAUSED BY AN INTENTIONAL, WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS AND EMPLOYEES. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT OR OTHERWISE, CONTRACTOR SHALL HAVE NO OBLIGATION TO INDEMNIFY, DEFEND OR HOLD HARMLESS CITY, OR ANY OTHER PARTIES INDEMNIFIED UNDER THIS AGREEMENT, FOR ANY SUCH

LIABILITY OR CLAIM TO THE EXTENT RESULTING FROM THE NEGLIGENCE OR, WILLFUL MISCONDUCT BY CITY, ANY THIRD PARTY OR ANY OTHER PARTIES INDEMNIFIED UNDER THIS AGREEMENT.

SECTION 21. INDEPENDENT CONTRACTOR.

Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

SECTION 22. 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 war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 23. GOVERNING LAW.

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

SECTION 24. CUMULATIVE REMEDIES.

Pursuit of the remedies described in herein shall not preclude pursuit of any other remedies provided in this Agreement or any other remedies provided by law, nor shall pursuit of any remedy provided in this Agreement constitute a waiver of any amount or performance due from the Contractor under this Agreement or of any damages accruing by reason of the violation of its term, provisions and covenants. No waiver of any violations shall be deemed or construed to constitute a waiver of any other violation or other breach of any the terms, provisions and covenants contained in this Agreement, and forbearance to enforce one or more of the remedies as provided on an event of default shall not be deemed or construed to constitute a waiver of such default or of any other remedy provided for in this Agreement.

SECTION 25. 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 26. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF FAIR OAKS RANCH 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 17th DAY OF AUGUST, 2017.

BFI WASTE SERVICES OF TEXAS, LP
d/b/a ALLIED WASTE SERVICES OF S.A.
//REPUBLIC SERVICES OF SAN ANTONIO
4542 SE LOOP 410
SAN ANTONIO, TEXAS 78222

By: _____

ATTEST:

By: _____
Name: TOM ARMSTRONG
Title: MUNICIPAL SALES MGR

CITY OF FAIR OAKS RANCH, TEXAS
7286 DIETZ ELKHORN
FAIR OAKS RANCH, TX 78015

By: _____
Name: Tobin Maples
Title: City Manager

ATTEST:

By: _____
Name:
Title:

REPUBLIC SERVICES

SPECIAL WASTE PROFILE

Requested Disposal Facility: --- Select a Facility ---

Waste Profile #

Saveable fill-in form. Restricted printing until all required (yellow) fields are completed.

Sales Rep #:

I. Generator Information

Generator Name:			
Generator Site Address:			
City:	County:	State: -- Select a State --	Zip:
State ID/Reg No:	State Approval/Waste Code: (if applicable)		NAICS # :
Generator Mailing Address (if different): ☐			
City:	County:	State: -- Select a State --	Zip:
Generator Contact Name:		Email:	
Phone Number:	Ext:	Fax Number:	

II. Billing Information

Bill To:		Contact Name:	
Billing Address:		Email:	
City:	State:	Zip:	Phone:

III. Waste Stream Information

Name of Waste:	
Process Generating Waste:	
Type of Waste:	☐ INDUSTRIAL PROCESS WASTE ☐ POLLUTION CONTROL WASTE
Physical State:	☐ SOLID ☐ SEMI-SOLID ☐ POWDER ☐ LIQUID
Method of Shipment:	☐ BULK ☐ DRUM ☐ BAGGED ☐ OTHER:
Estimated Annual Volume:	-- Select Volume Type --
Frequency:	☐ ONE TIME ☐ ONGOING
Disposal Consideration:	☐ LANDFILL ☐ SOLIDIFICATION ☐ BIOREMEDIATION

IV. Representative Sample Certification

☐ NO SAMPLE TAKEN

Is the representative sample collected to prepare this profile and laboratory analysis, collected in accordance with U.S. EPA 40 CFR 261.20(c) guidelines or equivalent rules?	☐ YES or ☐ NO
Type of Sample: ☐ COMPOSITE SAMPLE ☐ GRAB SAMPLE	
Sample Date:	
Sample ID Numbers:	

© Republic Services, April 2013

REPUBLIC SERVICES **SPECIAL WASTE PROFILE**

Waste Profile #

V. Physical Characteristics of Waste

Characteristic Components	% by Weight (range)
1.	
2.	
3.	
4.	
5.	

Color	Odor (describe)	Does Waste Contain Free Liquids?	% Solids	pH:	Flash Point
		☐ YES or ☐ NO			°F

Attach Laboratory Analytical Report (and/or Material Safety Data Sheet) Including Chain of Custody and Required Parameters Provided for this Profile

Does this waste or generating process contain regulated concentrations of the following Pesticides and/or Herbicides: Chlordane, Endrin, Heptachlor (and its epoxides), Lindane, Methoxychlor, Toxaphene, 2,4-D, or 2,4,5-TP Silvex as defined in 40 CFR 261.33?	☐ Yes or ☐ No
Does this waste contain reactive sulfides (greater than 500 ppm) or reactive cyanide (greater than 250 ppm)[reference 40 CFR 261.23(a)(5)]?	☐ Yes or ☐ No
Does this waste contain regulated concentrations of Polychlorinated Biphenyls (PCBs) as defined in 40 CFR Part 761?	☐ Yes or ☐ No
Does this waste contain concentrations of listed hazardous wastes defined in 40 CFR 261.31, 261.32, 261.33, including RCRA F-Listed Solvents?	☐ Yes or ☐ No
Does this waste exhibit a Hazardous Characteristic as defined by Federal and/or State regulations?	☐ Yes or ☐ No
Does this waste contain regulated concentrations of 2,3,7,8-Tetrachlorodibenzodioxin (2,3,7,8-TCCD), or any other dioxin as defined in 40 CFR 261.31?	☐ Yes or ☐ No
Is this a regulated Radioactive Waste as defined by Federal and/or State regulations?	☐ Yes or ☐ No
Is this a regulated Medical or Infectious Waste as defined by Federal and/or State regulations?	☐ Yes or ☐ No
Is this waste a reactive or heat generating waste?	☐ Yes or ☐ No
Does the waste contain sulfur or sulfur by-products?	☐ Yes or ☐ No
Is this waste generated at a Federal Superfund Clean Up Site?	☐ Yes or ☐ No
Is this waste from a TSD facility, TSD like facility or consolidator?	☐ Yes or ☐ No

VI. Certification

I hereby certify that to the best of my knowledge and belief, the information contained herein is a true, complete and accurate description of the waste material being offered for disposal and all known or suspected hazards have been disclosed. All Analytical Results/Material Safety Data Sheets submitted are truthful and complete and are representative of the waste.

I further certify that by utilizing this profile, neither myself nor any other employee of the company will deliver for disposal or attempt to deliver for disposal any waste which is classified as toxic waste, hazardous waste or infectious waste, or any other waste material this facility is prohibited from accepting by law. I shall immediately give written notice of any change or condition pertaining to the waste not provided herein. Our company hereby agrees to fully indemnify this disposal facility against any damages resulting from this certification being inaccurate or untrue.

I further certify that the company has not altered the form or content of this profile sheet as provided by Republic Services Inc.

Authorized Representative Name And Title (Type or Print)	Company Name
Authorized Representative Signature	Date

© Republic Services, April 2013

CITY COUNCIL WORKSHOP
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC:	Intersection Analysis for locations near Battle Intense, Hansel Drive, High Eschelon, Venturer Lane, and Keeneland Drive
DATE:	February 1, 2024
DEPARTMENT:	Public Works
PRESENTED BY:	Grant Watanabe, P.E., Director of Public Works and Engineering Services

INTRODUCTION/BACKGROUND:

At the December 7, 2023, Council meeting, Mr. Rich Nichols requested consideration for additional stop signs at the intersections of Battle Intense/Hansel Drive/High Eschelon and Battle Intense/Venturer Lane/Keeneland Drive. He mentioned several near misses at these locations and believes the addition of stop signs will mitigate future incidents. Mr. Nichols made a similar request in October 2019. The City Council held a workshop on February 6, 2020. Traffic study efforts were halted when the COVID-19 pandemic caused significant changes in traffic patterns.

In January 2024, the City's General Engineering Consultant studied these intersections, including the capture of drone footage and traffic counts during peak morning and afternoon traffic. The purpose of this workshop is to present the traffic study results and to obtain Council guidance on which mitigation measures, if any, to implement. Should Council determine that additional stop signs are needed at these locations, staff will bring back an ordinance for consideration at a future meeting.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- Supports Priority 3.4 Enhance and Ensure Continuity of Reliable Roadway Improvement Initiatives of the Strategic Action Plan

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

N/A

RECOMMENDATION/PROPOSED MOTION:

N/A





Intersection Analysis

Battle Intense at Hansel Dr/High Eschelon & Battle Intense at Venturer Ln/Keeneland Dr

Grant Watanabe, P.E.
Director of Public Works & Engineering Services

BACKGROUND

October 2019

Mr. Nichols requested additional stop controls at the subject intersections on October 3rd

February 2020

Study results were presented to the City Council on February 6th. The intersections did not meet warrants for all-way stop controls. Recommendations included pavement marking revisions and a restudy in spring. The restudy did not occur due to COVID 19.

December 2023

Mr. Nichols restated his request for additional stop controls on December 7th

February 2024

Intersections were restudied and results are presented to Council on February 1st

BACKGROUND

TMUTCD (2B.07) Multi-Way Stop Control:

- Can be used as a safety measure at intersections if certain traffic conditions exist.
- Should be used where traffic volumes on the intersecting roads is approximately equal.
- Shall be based on a traffic engineering study for justification.



BACKGROUND

TMUTCD (2B.07) Multi-Way Stop Warrants:

A. As an interim measure where traffic control signals are justified.

B. Where five or more reported crashes in a 12-month period might have been preventable with a multi-way stop installation.

C. Where minimum traffic volumes are met as follows:

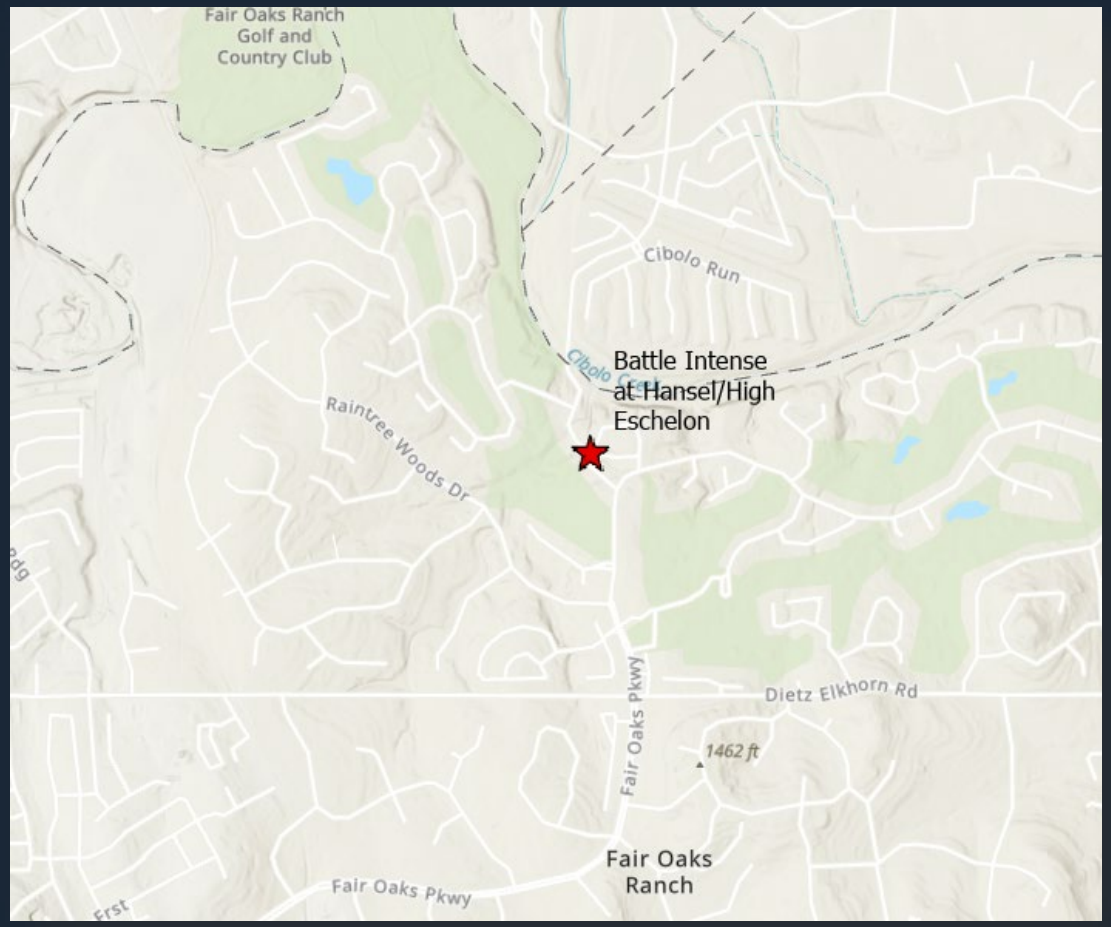
   1. Major street approaches average at least 300 vehicles per hour for any 8 hours of an average day; and

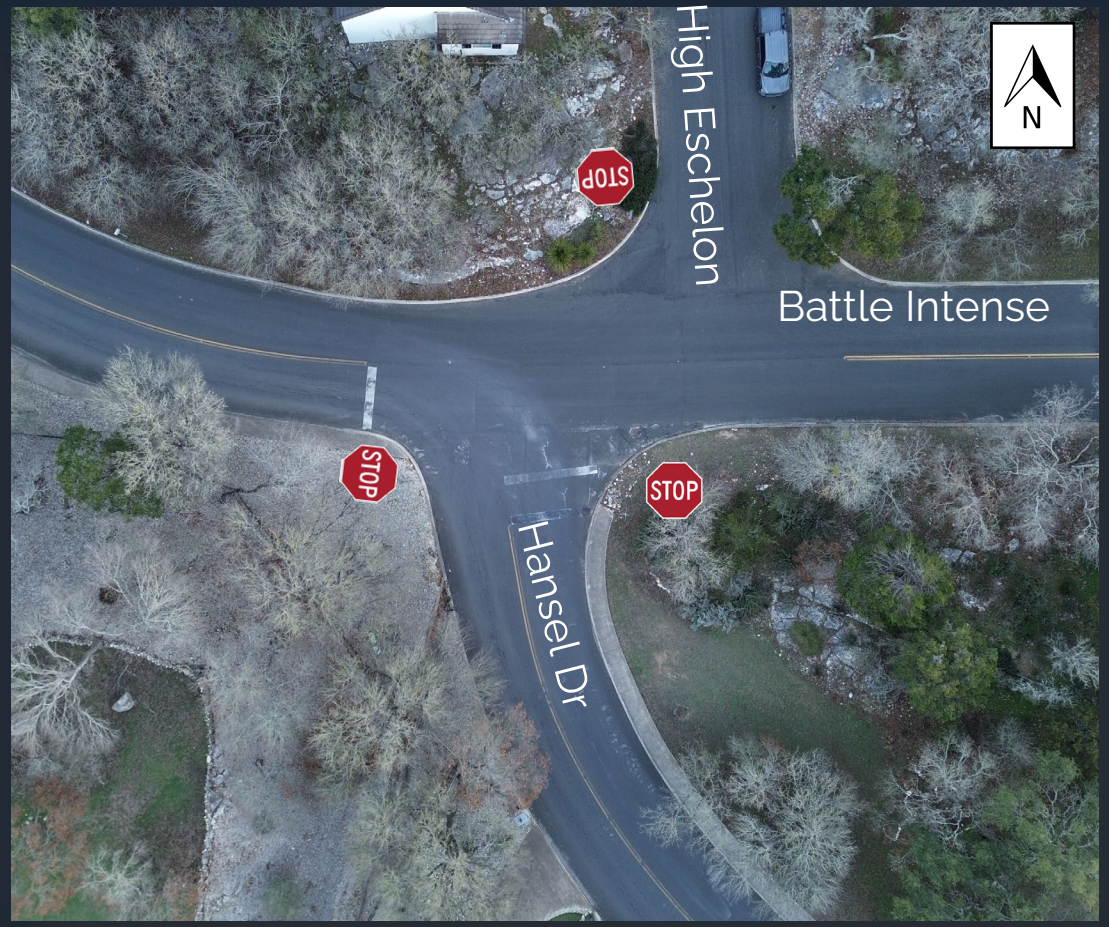
   2. Minor street approaches (total of both approaches) average at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

   3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

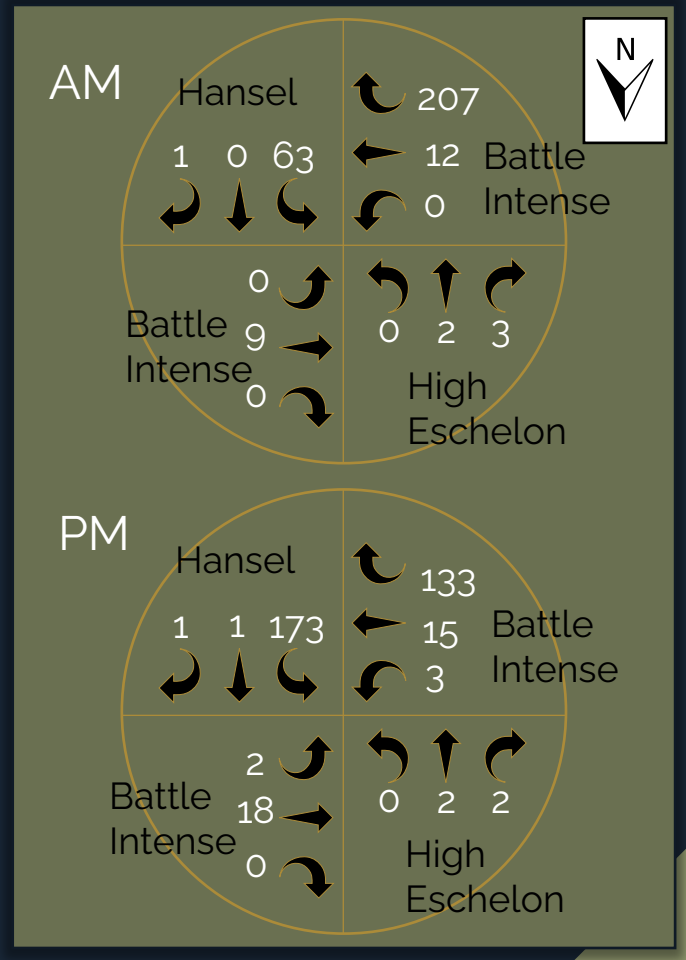
D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values.

Battle Intense & Hansel/High Eschelon





Battle Intense & Hansel/High Eschelon



Battle Intense & Hansel/High Eschelon

Results of All-Way-Stop Warrant Analysis

A. Does Not Meet Warrant A
   - Traffic signal not warranted so cannot be an interim measure

B. Does Not Meet Warrant B
   - Only 1 non-intersection crash reported (2017)

C. Does Not Meet Warrant C
   - Traffic volumes are very low

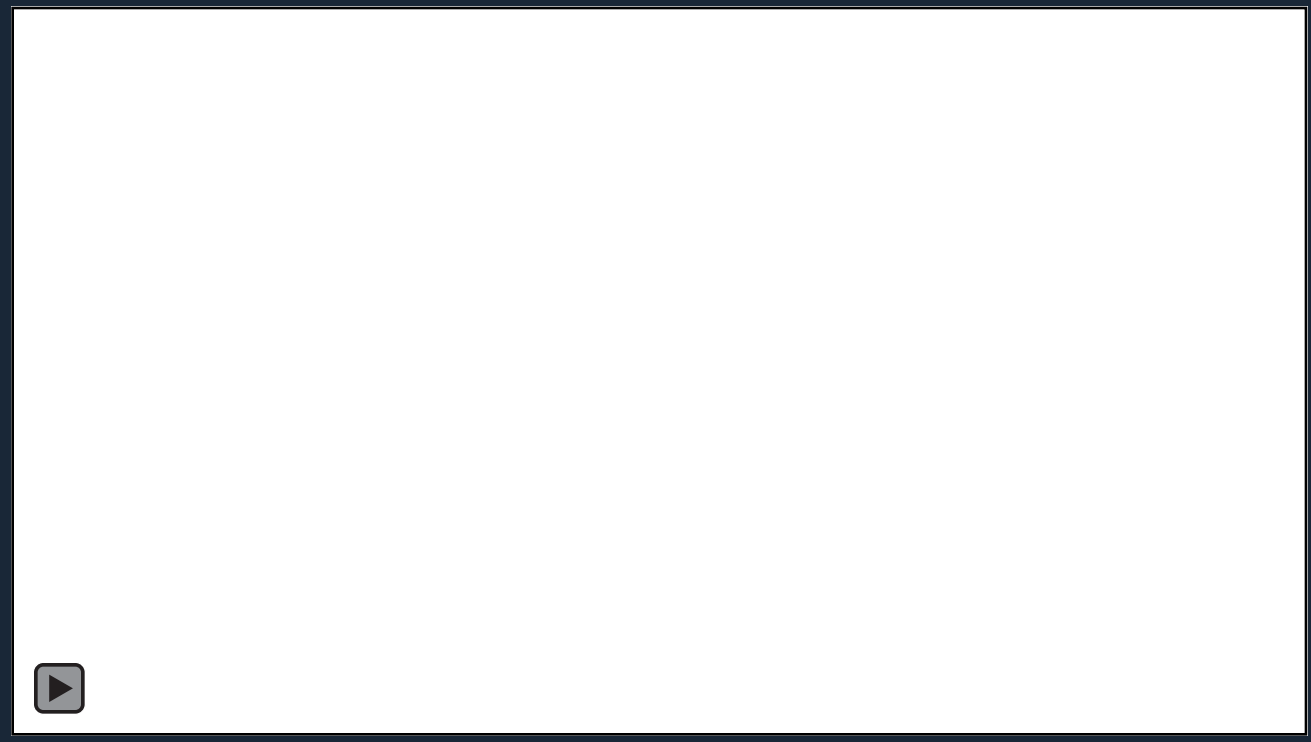
D. Does Not Meet Warrant D
   - Full reduction factors were considered



Battle Intense & Hansel/High Eschelon

Special Considerations

- ✓ Non-Aligned Streets
- ✓ Sight Distance Limitations (City has trimmed back vegetation)
- ✓ 3-Way Stop Condition
- ✓ Driver Expectation
- ✓ Pedestrian Movements
- ✓ Grades of Approaches



Battle Intense & Hansel/High Eschelon

Traffic Engineering Study Results



- Does not warrant based on observed left-turn conflicts
- Does not warrant based on observed pedestrian activity
- Does not warrant based on comparison of cross-street operating characteristics
- Does not warrant based on traffic volumes
- Does warrant based on limited sight distance

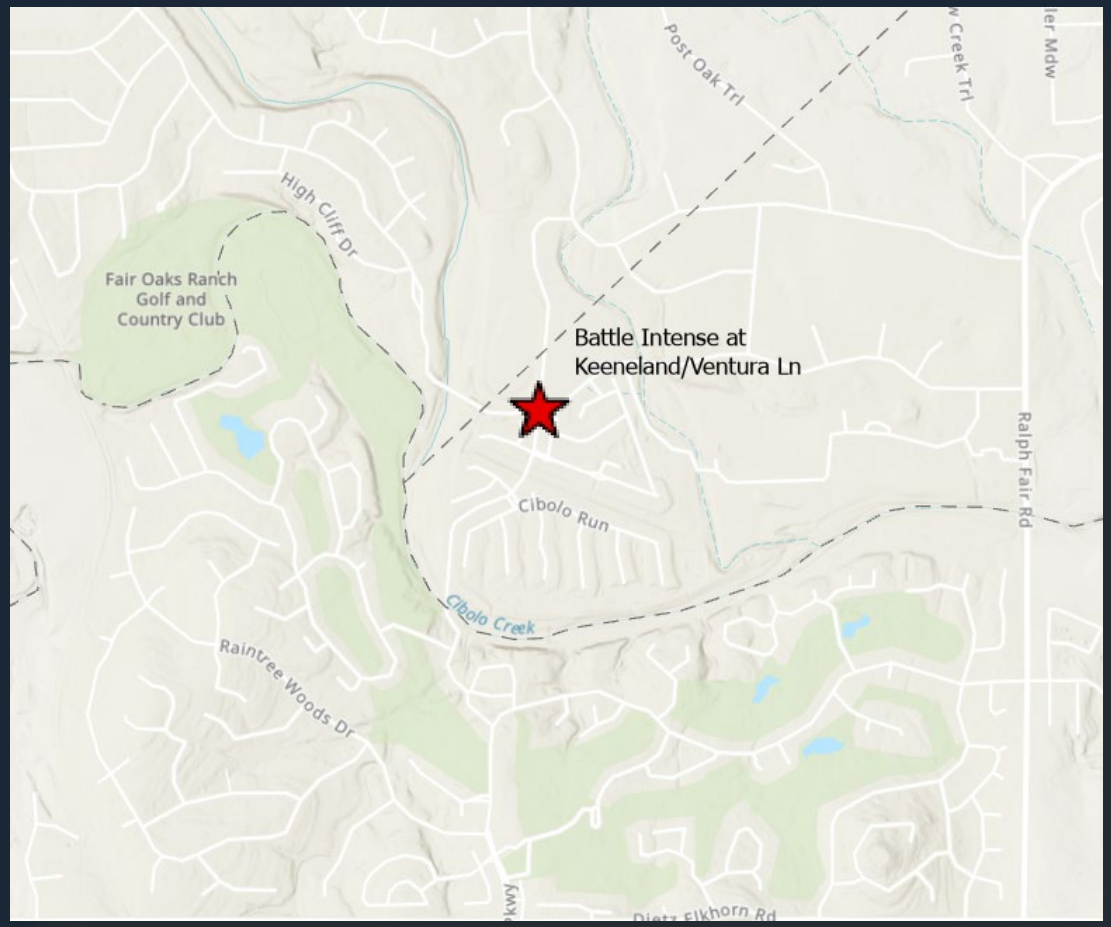
Battle Intense & Hansel/High Eschelon

Proposed Mitigation Measures

- Install Stop Sign on Westbound Approach
- Enhance Existing Pavement Markings and Install Stop Bars on SB and WB Approaches
- Continue to Trim Existing Vegetation to Improve Visibility



Battle Intense & Keeneland/Venturer





Battle Intense & Keeneland/Venturer Lane



Battle Intense & Keeneland/Venturer Lane

Results of All-Way-Stop Warrant Analysis

A. Does Not Meet Warrant A
   - Traffic signal not warranted so cannot be an interim measure

B. Does Not Meet Warrant B
   - Only 2 intersection-related crashes reported (2023)

C. Does Not Meet Warrant C
   - Traffic volumes are very low

D. Does Not Meet Warrant D
   - Full reduction factors were considered



Battle Intense & Keeneland/Venturer Lane

Special Considerations

- ✓ Wider Street (Keeneland)
- ✓ Higher Speeds (Keeneland)
- ✓ Sight Distance Limitations
- ✓ Pedestrian Movements (Including School Bus Drop-Off at Intersection)
- ✓ Unchannelized Left Turns



Battle Intense & Keeneland/Venturer Lane

Traffic Engineering Study Results



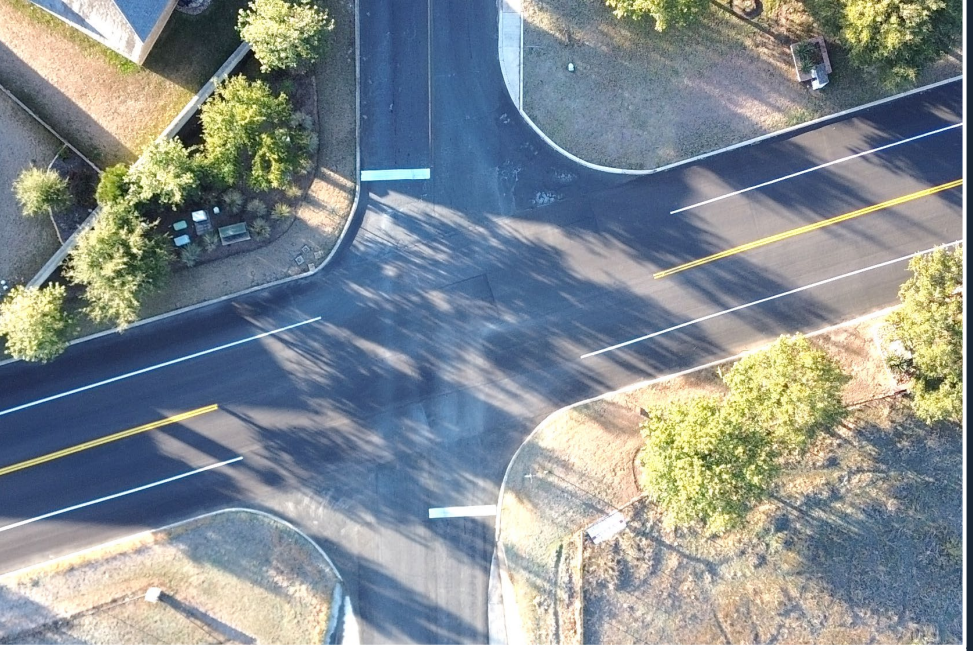
- Does not warrant based on observed left-turn conflicts
- Does not warrant based on observed pedestrian activity
- Does not warrant based on approach sight distances
- Does not warrant based on comparison of cross-street operating characteristics
- Does not warrant based on alignment of cross streets

Battle Intense & Keeneland/Venturer Lane

Proposed Mitigation Measures

- Continue to trim existing vegetation to improve visibility
- Install radar feedback devices on Keeneland to reduce speeding (similar to Battle Intense)







Questions?