



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

Mayor

Michelle Pittman
Di Credico

City Council

**Mayor Pro-Tem,
Place 3**

Elaine Priest

Place 1

Josh McCabe

Place 2

Kenny Crenshaw

Place 4

Sam Eason

Place 5

Leeanne
Mackowski

City

Administrator

Cynthia Northrop

City Attorney

Carvan Adkins

City Secretary

Shannon
Montgomery

Fire Chief

Darrell Fitch

Police Chief

Sam Love

Public Works

Director

Sean Densmore

NOTICE OF REGULAR MEETING OF THE RHOME CITY COUNCIL

Meeting Date: Thursday, November 12, 2020

Location: VIA TELEPHONE CONFERENCE

MEETING START TIME: 6:30 PM

(Total Estimated Meeting Time 3 hrs 25 mins)

NOTICE IS HEREBY GIVEN in accordance with order of the Office of the Governor issued March 16, 2020, and most recently extended on November 6, 2020, the City Council of the City of Rhome will conduct its Regular Meeting scheduled for **6:30pm** on Thursday, November 11, 2020, by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19).

This meeting will be closed to in person attendance by the public.

A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.

Telephonic and videoconferencing capabilities will be utilized to allow individuals to address the Council. Members of the public are entitled to participate remotely **via GoToMeeting Teleconferencing. Citizens may join the GoToMeeting:**

Regular City Council Meeting

Thursday, November 12, 2020 6:30PM (CDT)

You can also dial in using your phone.

United States (Toll Free): 1 866 899 4679

United States: +1 (571) 317-3116

Access Code: 491-315-925

Members of the public who wish to submit written comments on a listed agenda item must submit their comments to citysecretary@cityofrhome.com no later than **4:00pm on day of meeting**.

The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting.

This meeting will be recorded and the recording will be available to the public in accordance with the Open Meetings Act upon written request.

Call to Order and Establish a Quorum (Estimated 1 min)

Regular Session – Old Business

- A. Update, discussion and any necessary action regarding latest developments for COVID-19 and mitigation efforts and actions within the City **(Estimated 5 min)**
- B. Update, discussion and any necessary action regarding City of Newark Formal Request for City of Rhome to Relinquish Certificate of Convenience and Necessity (CCN) to Provide Water Service **(Estimated 5 min)**

- C. Discussion and any necessary action regarding Final Report of Master Thoroughfare Plan **(Estimated 10 min)**
- D. Discussion and any necessary action regarding UTA's Final Parks Master Plan **(Estimated 5 min)**
- E. Discussion and any necessary action regarding Final Report of Water Source Study **(Estimated 10 min)**
- F. Update, discussion and any necessary action regarding Water Rate Study **(Estimated 5 min)**
- G. Discussion and any necessary action regarding Municipal Complex Project **(Estimated 5 min)**
- H. Discussion and any necessary action regarding Certificates of Appreciation for Committee Members of Capital Improvements Advisory Committee, Parks Master Plan Steering Committee, Master Transportation Steering Committee and Comprehensive Master Plan Steering Committee **(Estimated 5 min)**
- I. Discussion and any necessary action regarding Proclamation of Appreciation for Council Member Mackowski for Service to the City **(Estimated 5 min)**
- J. Discussion and any necessary action regarding Proclamation of Appreciation to Mayor Pittman Di Credico for Service to the City **(Estimated 5 min)**
- K. Discussion and any necessary action regarding Mayor Pittman Di Credico's Farewell Address to the City **(Estimated 10 min)**

Canvassing and Swearing In

- L. Discussion and any necessary action regarding the Canvassing of the November 3, 2020 General Election **(Estimated 5 min)**
- M. Discussion and any necessary action regarding the Canvassing of the November 3, 2020 Bond Election **(Estimated 5 min)**
- N. Discussion and any necessary action regarding Certificates of Election, Statements of Office and Oaths of Office **(Estimated 5 min)**

Public Presentations and Input (Estimated Time Varies)

The Council is not permitted to take action on or discuss any presentations made to the Council at this time concerning an item not listed on the agenda. The Council will hear comments during this designated time. Request form, or email, must be submitted to the City Secretary, via email to citysecretary@cityofrhome.com, prior to 4:00pm to be recognized.

Announcements from Mayor and Council Members (Estimated 2 min)

- O. Upcoming Events:
 - November 26, 2020 Council Meeting - Cancelled
 - Thursday, November 26 and Friday, November 27, 2020 – City Offices Closed

Monthly Staff Reports (Estimated 2 min)

- P. Departments: Administration, Building & Development, Fire Rescue, Municipal Court, Police, and Public Works
- Q. Planning & Zoning Commission Meeting Minutes

Consent Agenda (Estimated 2 min)

All items under this section are recommended for approval for the Consent Agenda. These items are of a routine nature and require only brief deliberation by Council. Council reserves the right to remove any item on the Consent Agenda for further deliberation.

R. Minutes of City Council Regular Session dated October 22, 2020

Regular Session – New Business

- S. Discussion and any necessary action regarding updating authorized signatures for bank accounts **(Estimated 5 min)**
- T. Discussion and any necessary action regarding assigning one council member without bank signatory authority to review monthly bank reconciliations **(Estimated 5 min)**
- U. Discussion and any necessary action regarding virtual meetings for the duration of Governor Abbott’s State of Disaster Declaration due to COVID-19 and the temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings **(Estimated 5 min)**
- V. Discussion and any necessary action regarding Expectations for the upcoming Transition Period with newly Elected Officials **(Estimated 10 min)**
- W. Discussion and any necessary action regarding identifying CPA firm to review and analyze City’s Budget **(Estimated 5 min)**
- X. Discussion and any necessary action regarding New Plan for office space for City Hall, Police Department, meeting facilities for City Council, Municipal Court, Planning & Zoning, Parks & Recreation as well as Community Center facilities upgrades **(Estimated 10 min)**
- Y. Update, discussion and any necessary action regarding upcoming proposed Ordinance amendments **(Estimated 5 min)**
- Z. Discussion and any necessary action regarding Ordinance removing the two alternate positions on the Planning & Zoning Commission **(Estimated 5 min)**
- AA. Discussion and any necessary action regarding filling vacancies on the Planning & Zoning Commission **(Estimated 5 min)**
- BB. Discussion and any necessary action regarding online Code of Ordinances services **(Estimated 5 min)**
- CC. Discussion and any necessary action regarding Solid Waste Collection Contract options for service **(Estimated 5 min)**
- DD. Discussion and any necessary action regarding contract for Permitting & Code Compliance Software **(Estimated 5 min)**
- EE. Discussion and any necessary action regarding contract for City Hall Copier/Printer **(Estimated 5 min)**

Executive Session (Estimated 30 min)

Pursuant to the following designated section of the Texas Government Code, Annotated, Chapter 551 (Texas Open Meetings Act), the Council may convene into executive session to discuss the following:

- FF. Section 551.071 Consultation with Attorney - pending or contemplated litigation, settlement offer or to seek advice from attorney
 - Proposed split of City of Fort Worth Extra Territorial Jurisdiction (ETJ) within Rolling V Development
 - Amendment to Professional Services Agreement for Rolling V Development with PMB Capital
 - City of Newark Formal Request for City of Rhome to Relinquish Certificate of Convenience and Necessity (CCN) to Provide Water Service
- GG. Section 551.072 Deliberation regarding Real Property - purchase, exchange, lease, or value of real property if deliberation in an open meeting would have detrimental effect on position of the governmental body in negotiations with a third person

HH. Section 551.074 Personnel – discuss appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, or hear complaint or charge against officer or employee in executive session unless officer or employee requests public

II. Section 551.087 – Deliberations regarding Economic Development Negotiations – to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to locate, stay or expand in or near the City and with which the City is conducting economic development negotiations

Reconvene into Regular Session

JJ. Discussion and any necessary action as a result of Executive Session **(Estimated 5 min)**

Future Agenda Items **(Estimated 2 min)**

Adjourn **(Estimated 1 min)**

A quorum of Planning & Zoning Commissioners may be present at this meeting and its members may participate in the discussions of the items on the agenda over which they have responsibilities or authority.

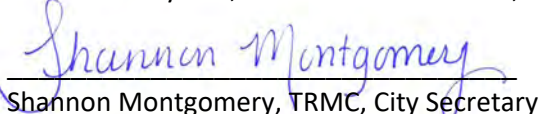
A quorum of Parks & Recreation Board Members may be present at this meeting and its members may participate in the discussions of the items on the agenda over which they have responsibilities or authority.

**Pursuant to the Open Meetings Act, Chapter 551, Section 551.071 of the Texas Government Code, the Council may convene into executive session at any time during the meeting if a need rises for the City Council to seek advice from the City Attorney concerning any item on this agenda, to discuss pending and contemplated litigation, or a settlement offer, or to discuss a matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Board of Texas clearly conflicts with Chapter 551.*

The Council may vote and / or act upon each of the items listed in this Agenda. Except for Public Presentation and Input and items in the Agenda designated as public hearing or otherwise designated for public input, there will be no public input during the course of this meeting without express authorization from the presiding officer.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact City Hall at 817-636-2462 for further information.

CERTIFICATION: I do hereby certify that the above City Council Agenda was posted on the designated bulletin board located at City Hall, 501 South Main Street, Rhome, Texas by 6:00 pm on the 9th day of November 2020.


Shannon Montgomery, TRMC, City Secretary

I certify that the attached notice and agenda of items to be considered by the Rhome City Council was removed by me from the designated bulletin board located at City Hall, 501 South Main Street, Rhome, Texas, on the _____ day of _____, 2020.

_____, Title: _____

AGENDA ITEM - C

Master Thoroughfare Plan and Capital Improvements Plan



Kimley»Horn

November 12, 2020

Outline

- Planning History
- Previous Meetings
- Master Thoroughfare Plan
- Capital Improvements Plan
- Next Steps

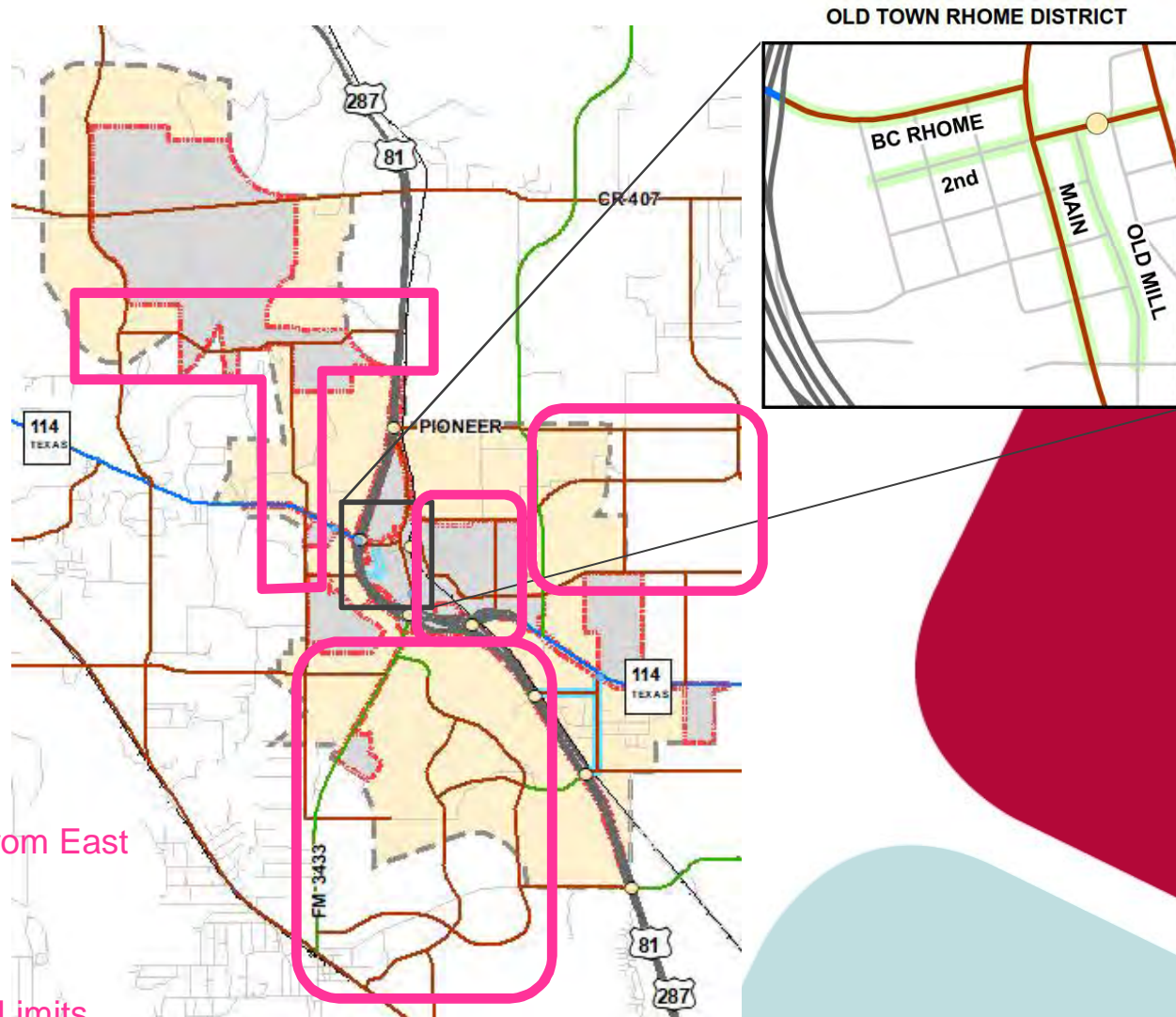
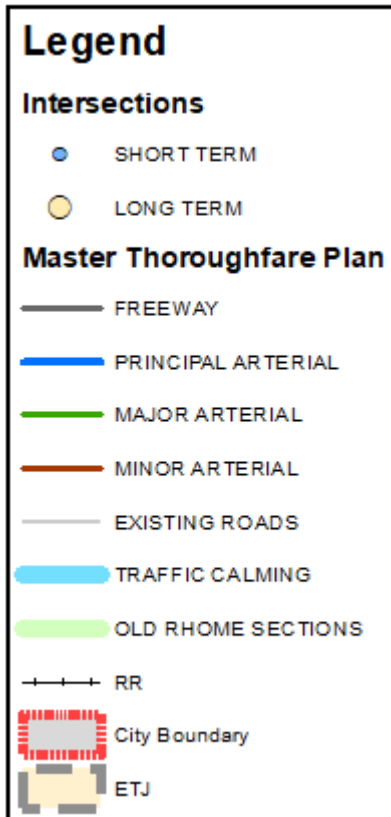
Planning History

- Previous City Planning Efforts
- US 287 60% Schematic
- Development Plans
 - Rolling V
 - Prairie Point
- MTP Committee Meetings
- Adjacent Adopted Thoroughfare Plans

Previous Meetings

- Master Thoroughfare Plan Committee Meetings
 1. Project Introduction
 2. City Priority Discussions / Draft MTP
 3. Final MTP and CIP
- Coordination Calls with TxDOT

Master Thoroughfare Plan



- Crown Point/Prairie Point
 - Access via SH 114 from East
- Rolling V
- General Connectivity/Grid
- Future Access to NW City Limits

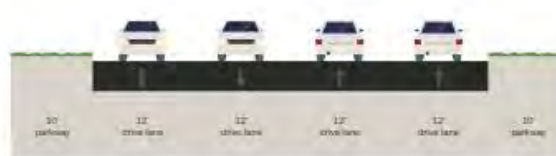
MTP Cross Sections

Minor Arterial

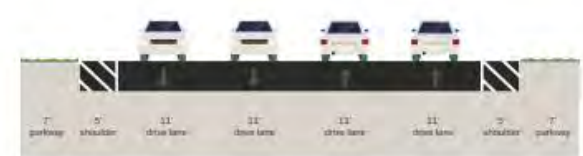
Minor Arterial - 3U



Minor Arterial - Urban



Minor Arterial - Rural



Major Arterial

Major Arterial - 5U



Major Arterial - Urban



Major Arterial - Rural



Principal Arterial



Old Rhine

Old Rhine - Existing



Old Rhine - Widened



Old Rhine - Constrained



Capital Improvements Plan



Existing Issues

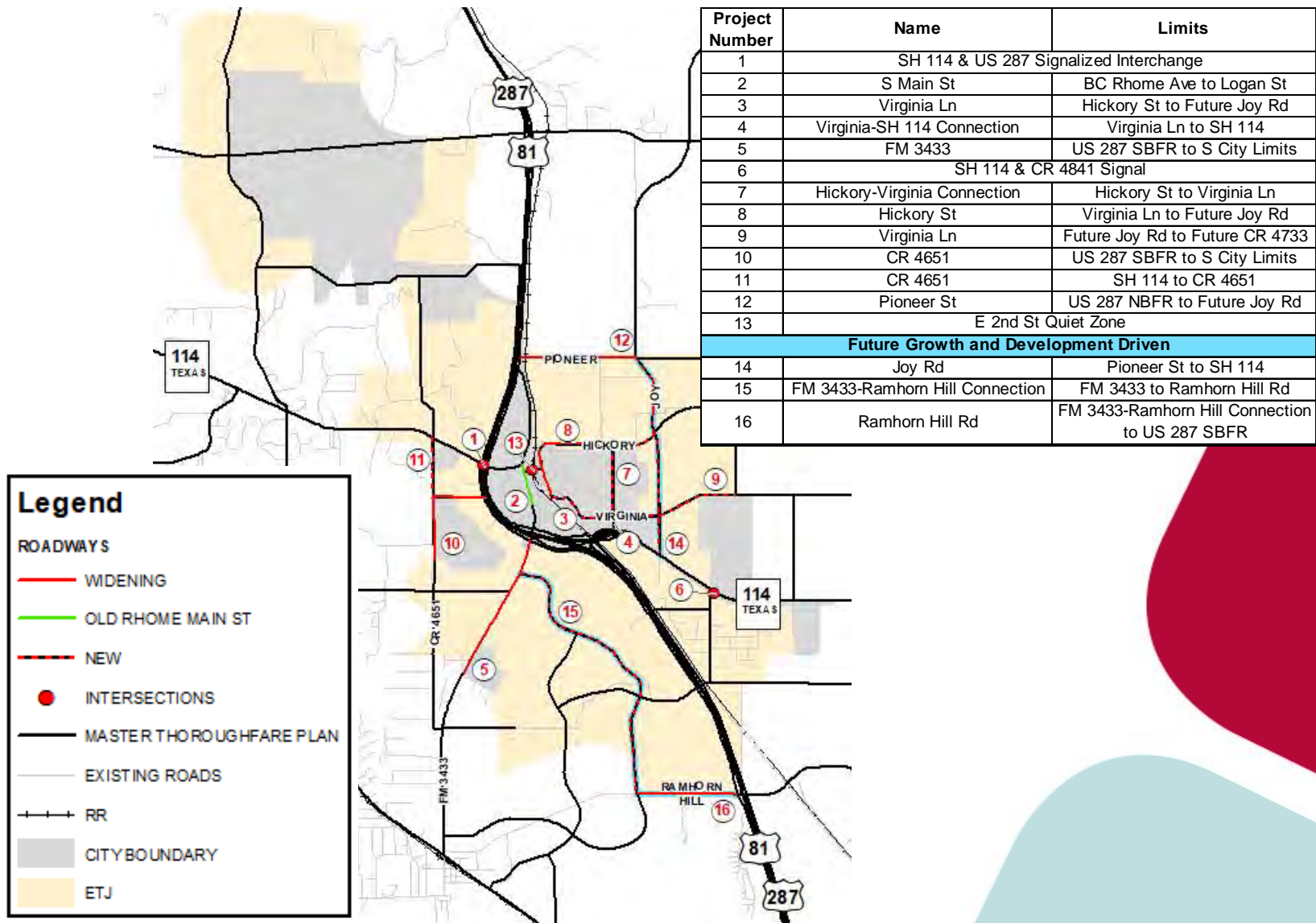


Access to Crown
Point/Prairie Point Area,
E of Railroad Tracks



Adequate Network to
Serve Future
Developments

Capital Improvements Plan



Capital Improvements Plan

City of Rhome CIP				
Project Number	Name	Description	Limits	Cost Estimate*
1	SH 114 & US 287	Signalize Interchange	N/A	\$ 1,000,000
2	S Main St	Road Diet	BC Rhome Ave to Logan St	\$ 2,300,000
3	Virginia Ln	Widening and New Three Lane Undivided Minor Arterial	Hickory St to Future Joy Rd	\$ 9,900,000
4	Virginia-SH 114 Connection	New Three Lane Undivided Minor Arterial	Virginia Ln to SH 114	\$ 700,000
5	FM 3433	Widening to Four-Lane Divided Major Arterial	US 287 SBFR to S City Limits	\$ 12,800,000
6	SH 114 & CR 4841	Signalize Intersection	N/A	\$ 700,000
7	Hickory-Virginia Connection	New Three Lane Undivided Minor Arterial	Hickory St to Virginia Ln	\$ 4,500,000
8	Hickory St	Widening and New Three Lane Undivided Minor Arterial	Virginia Ln to Future Joy Rd	\$ 8,300,000
9	Virginia Ln	New Three Lane Undivided Minor Arterial	Future Joy Rd to Future CR 4733	\$ 5,100,000
10	CR 4651	Widening to a Three-Lane Undivided Minor Arterial	US 287 SBFR to S City Limits	\$ 7,100,000
11	CR 4651	New Three Lane Undivided Minor Arterial	SH 114 to CR 4651	\$ 3,900,000
12	Pioneer St	Widening to a Three-Lane Undivided Minor Arterial	US 287 NBFR to Future Joy Rd	\$ 8,100,000
13	E 2nd St	Quiet Zone	N/A	\$ 500,000
Future Growth and Development Driven				
14	Joy Rd	Widening and New Four Lane Divided Major Arterial	Pioneer St to SH 114	\$ 16,400,000
15	FM 3433-Ramhorn Hill Connection	New Four Lane Major Arterial and Three Lane Minor Arterial	FM 3433 to Ramhorn Hill Rd	\$ 18,200,000
16	Ramhorn Hill Rd	Widening to a Three-Lane Undivided Minor Arterial	FM 3433-Ramhorn Hill Connection to US 287 SBFR	\$ 6,600,000
*No ROW Costs Included				

Next Steps



Questions/Comments?



City of Rhome CIP

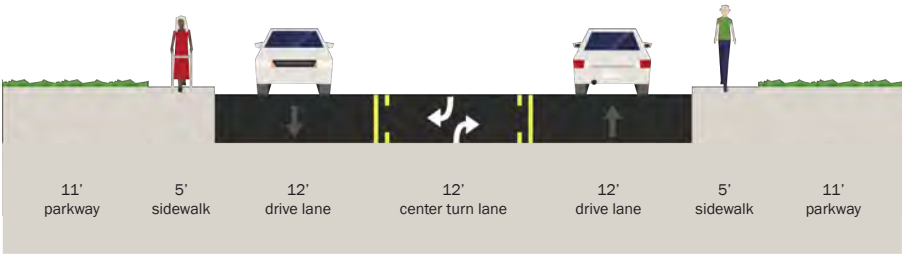
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*No ROW Costs Included

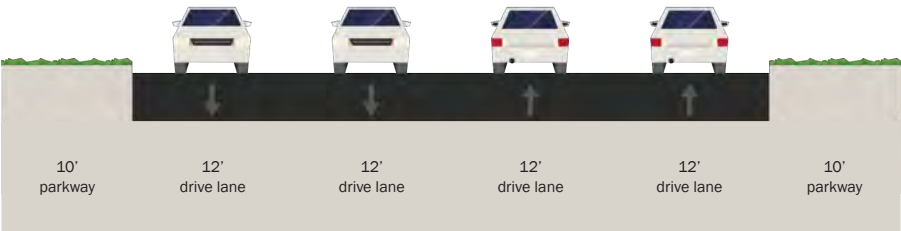
Rhyme MTP Cross Sections

Minor Arterial

Minor Arterial - 3U



Minor Arterial - Urban

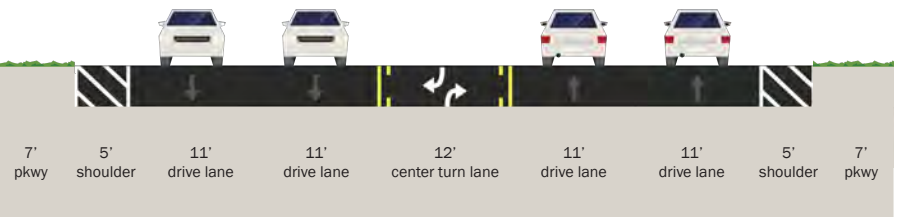


Minor Arterial - Rural

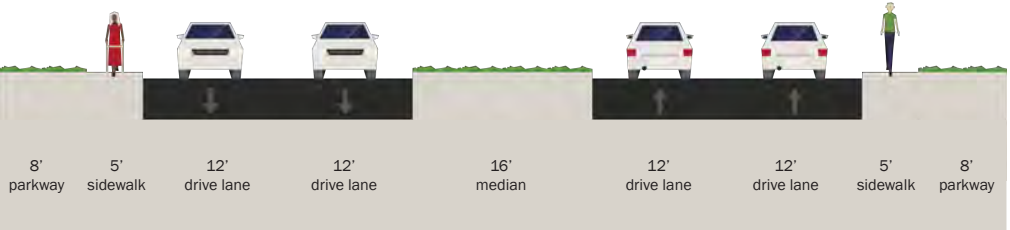


Major Arterial

Major Arterial - 5U



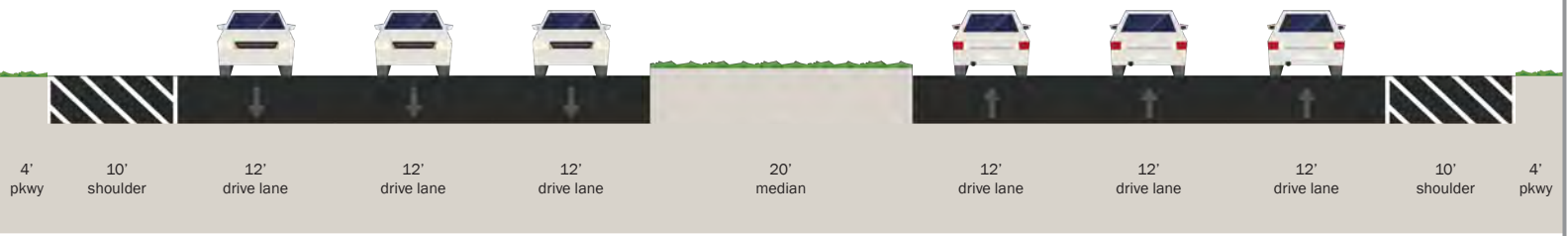
Major Arterial - Urban



Major Arterial - Rural

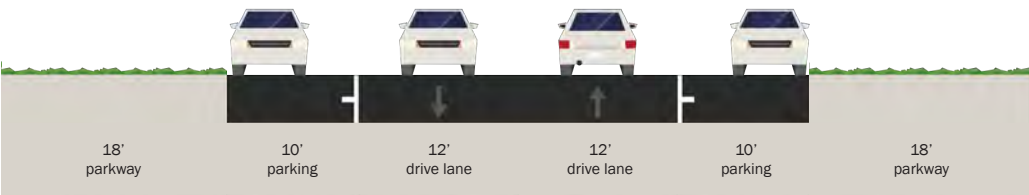


Principal Arterial

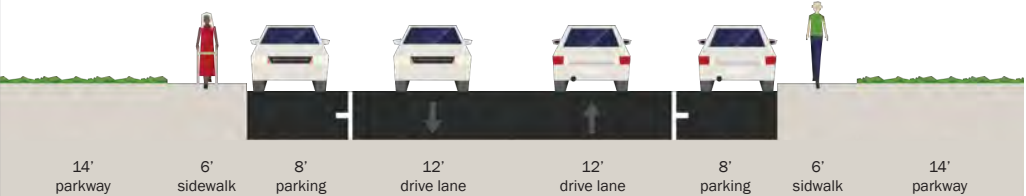


Old Rhyme

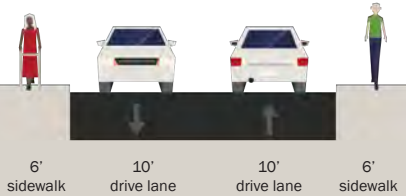
Old Rhyme - Existing



Old Rhyme - Widened

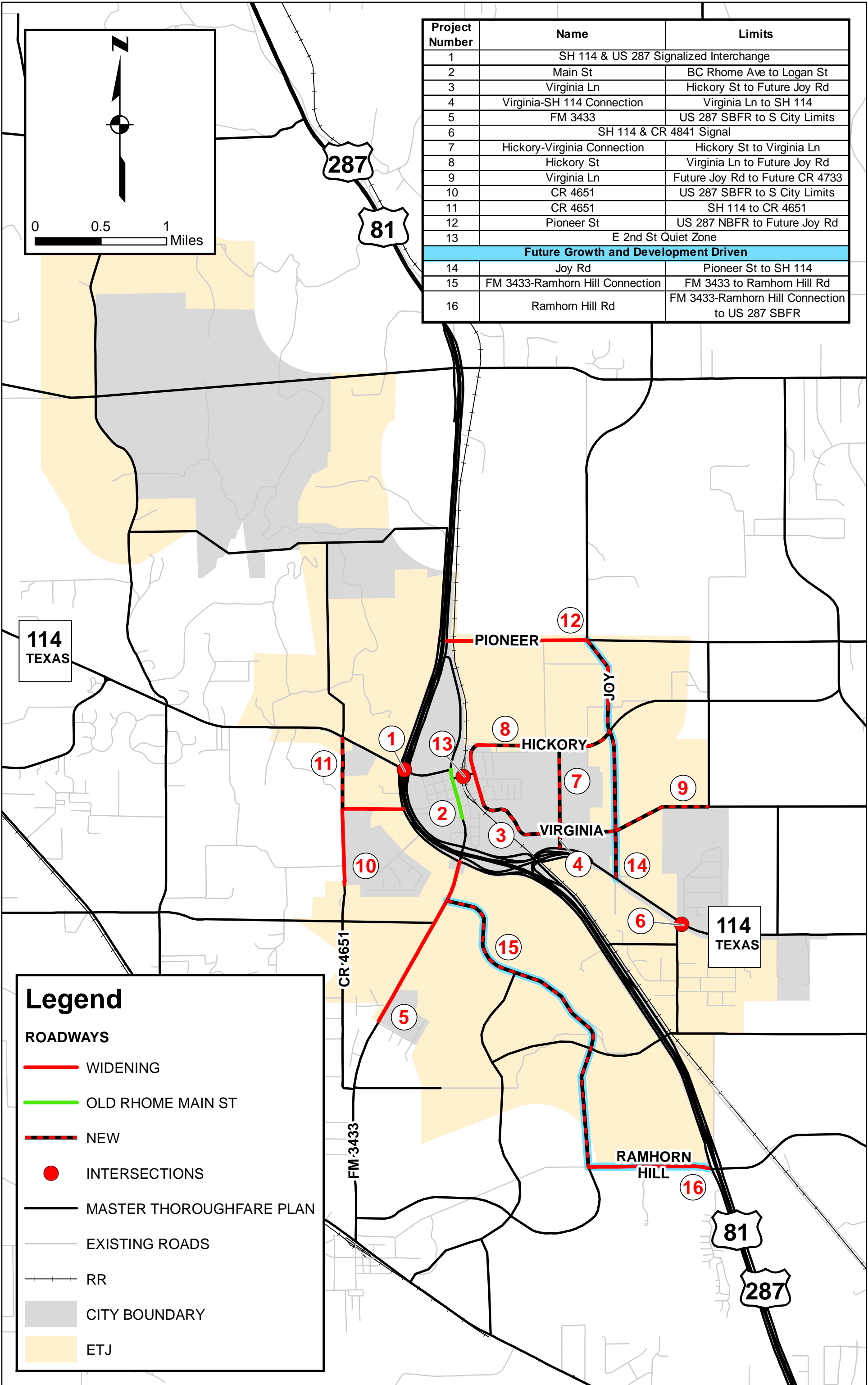


Old Rhyme - Constrained

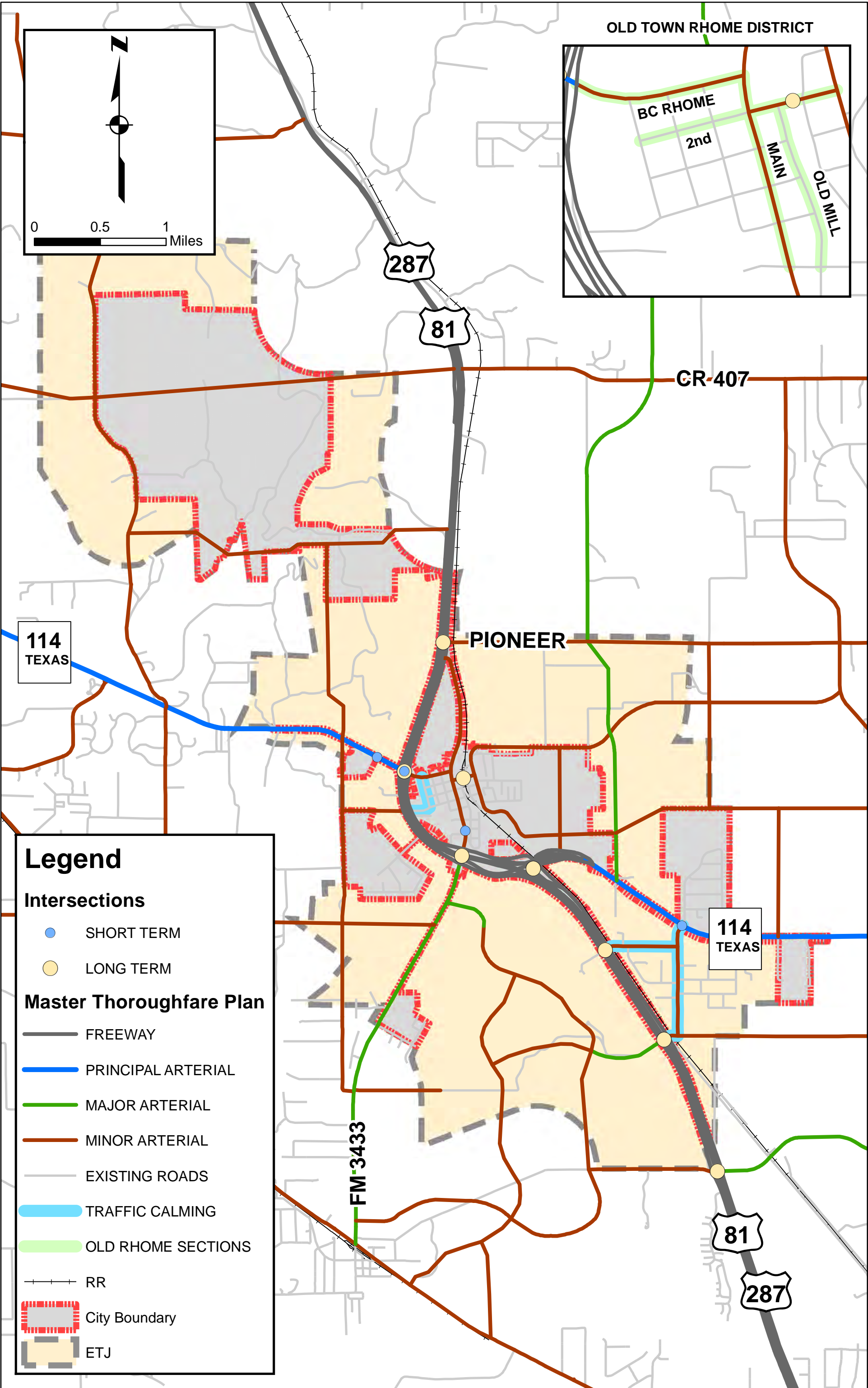


RHOME CAPITAL IMPROVEMENTS PLAN

Project Number	Name	Limits
1	SH 114 & US 287 Signalized Interchange	
2	Main St	BC Rhome Ave to Logan St
3	Virginia Ln	Hickory St to Future Joy Rd
4	Virginia-SH 114 Connection	Virginia Ln to SH 114
5	FM 3433	US 287 SBFR to S City Limits
6	SH 114 & CR 4841 Signal	
7	Hickory-Virginia Connection	Hickory St to Virginia Ln
8	Hickory St	Virginia Ln to Future Joy Rd
9	Virginia Ln	Future Joy Rd to Future CR 4733
10	CR 4651	US 287 SBFR to S City Limits
11	CR 4651	SH 114 to CR 4651
12	Pioneer St	US 287 NBFR to Future Joy Rd
13	E 2nd St Quiet Zone	
Future Growth and Development Driven		
14	Joy Rd	Pioneer St to SH 114
15	FM 3433-Ramhorn Hill Connection	FM 3433 to Ramhorn Hill Rd
16	Ramhorn Hill Rd	FM 3433-Ramhorn Hill Connection to US 287 SBFR



RHOME THOROUGHFARE PLAN



AGENDA ITEM - H

Parks Master Plan Steering Committee

Name

Tommie Eason
Debbie Kuhleman
Cathy Coffee
Kaitlyn Dilts
Candance Fitch
Jonathan de Friess
Tim McClure
Fabiola Valdez

Transportation Steering Committee

Name

Steve Knight
Mark Schluter
Mark Lorange

Community Improvements Advisory Committee (CIAC)

Name

Steve Knight
Ashley Majors
Roland Kuhleman
Thomas Cannon
Christy Nerren
Robert Coleman
Jo Ann Wilson
Phillip Herr
Mark Schluter

Comprehensive Master Plan Committee

Name

Steve Knight
Ashley Majors
Tommie Eason
Debbie Kuhleman
Fabiola Valdez
Christine Mahoney
Cynthia Hurd
Mark Schluter
Jonathan de Friess
Tim McClure

AGENDA ITEM - I

CITY OF RHOME, TEXAS

Proclamation of Appreciation

**A PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF RHOME, TEXAS, TO
LEEANNE MACKOWSKI
FOR HER SERVICE TO THE CITY OF RHOME**

WHEREAS, the City Council of the City of Rhome, Texas wish to express their sincere appreciation to Leeanne Mackowski for her invaluable service to the City of Rhome; and

WHEREAS, Leeanne Mackowski served with distinction and honor as a member of the City Council for four years; and

WHEREAS, Leeanne Mackowski's dedication and loyalty to Rhome and its citizens has been instrumental to the enhanced welfare, growth and development of the City of Rhome.

NOW THEREFORE, BE IT PROCLAIMED that the City Council of the City of Rhome, Texas hereby express their heartfelt appreciation to Council Member Leeanne Mackowski for her unselfish contributions and service to the City of Rhome and its citizens.

Passed and approved by the City Council of the City of Rhome, Texas, this 12th day of November 2020.

Michelle Pittman Di Credico,
Mayor

[SEAL]

ATTEST:

Shannon Montgomery, TRMC
City Secretary

AGENDA ITEM - J

CITY OF RHOME, TEXAS

Proclamation of Appreciation

**A PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF RHOME, TEXAS, TO RECOGNIZE
MICHELLE PITTMAN DI CREDICO
FOR HER SERVICE TO THE CITY OF RHOME**

WHEREAS, the City Council of the City of Rhome, Texas wish to express their sincere appreciation to Michelle Pittman Di Credico for her invaluable service to the City of Rhome; and

WHEREAS, Michelle Pittman Di Credico served with distinction and honor as a member of the City Council for three years and as Mayor for five years; and

WHEREAS, Michelle Pittman Di Credico's dedication and loyalty to Rhome and its citizens has been instrumental to the enhanced welfare, growth and development of the City of Rhome.

NOW THEREFORE, BE IT PROCLAIMED that the City Council of the City of Rhome, Texas hereby express their heartfelt appreciation to Mayor Pittman Di Credico for her unselfish contributions and service to the City of Rhome and its citizens.

Passed and approved by the City Council of the City of Rhome, Texas, this 12th day of November 2020.

Elaine Priest,
Mayor Pro Tem

[SEAL]

ATTEST:

Shannon Montgomery, TRMC
City Secretary

AGENDA ITEM - L

**CITY OF RHOME, TEXAS
ORDINANCE NO. 2020-20**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RHOME, TEXAS, CANVASSING THE RETURNS, INCLUDING THE RETURNS OF ABSENTEE AND EARLY VOTING BALLOTS CAST IN CONNECTION THEREWITH, AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 3, 2020 RELATING TO THE ELECTION OF ONE (1) MAYOR FOR A TWO (2) YEAR TERM, ONE (1) COUNCIL MEMBER TO PLACE NO. 4 FOR A TWO (2) YEAR TERM, ONE (1) COUNCIL MEMBER TO PLACE NO. 5 FOR A TWO (2) YEAR TERM TO THE CITY OF RHOME CITY COUNCIL; PROVIDING FOR THE CONFIRMATION OF VOTE TABULATIONS; IDENTIFYING THE OFFICIALS ELECTED AND TERMS OF OFFICE; AUTHORIZING THE ISSUANCE OF CERTIFICATE OF GENERAL ELECTION; AUTHORIZING THE ISSUANCE OF THE CANVASS OF THE GENERAL ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 13, 2020, the City Council of the City of Rhome, Texas (the "City") passed and approved Ordinance No. 2020-01, ordering a General Election for the purpose of electing one (1) Mayor for a two (2) year term, one (1) Council Member to Place No. 4 for a two (2) year term, and one (1) Council Member to Place No. 5 for a two (2) year term to the City of Rhome City Council to be held on May 2, 2020; and

WHEREAS, on April 1, 2020, the City Council postponed the General Election to November 3, 2020 due to public health and safety concerns related to the novel coronavirus (COVID-19); and

WHEREAS, the General Election held on November 3, 2020, in the City was in conformity with the election laws of the State of Texas, and the result of General Election, including absentee and early voting results, have been certified and returned to the proper judges and clerks thereof; and

WHEREAS, the official returns of the General Election, including the returns of absentee and early voting ballots in connection therewith, and as such returns are related to the election of one (1) Mayor for a two (2) year term, one (1) Council Member to Place No. 4 for a two (2) year term, and one (1) Council Member to Place No. 5 for a two (2) year term to the City of Rhome City Council have been presented to the City Council acting in its capacity as the Canvassing Board; and

WHEREAS, the postponement of the General Election to November 3, 2020, the duly elected officials for this Election will have shortened terms set to expire on the May 2022 Uniform Election Date;

WHEREAS, the return of the General Elections, including the returns of absentee and early voting ballots, duly and legally made, showed that there were cast at the Election the following valid and legal votes:

ELECTION	TOTAL BALLOTS CAST
November 3, 2020 General Election	750

WHEREAS, the returns of the General Election, including the returns of the absentee and early voting ballots, duly and legally made, showed that each of the candidates for the office of Mayor, Council Member Place No. 4, Council Member Place No. 5, Council Member Place No. 2, and Council Member Place No. 3 of the City of Rhome City Council received the following votes:

**CITY OF RHOME – MAYOR
FOR A TWO (2) YEAR TERM**

NAME OF CANDIDATE	TOTAL NUMBER OF ABSENTEE VOTES RECEIVED	TOTAL NUMBER OF EARLY VOTING VOTES RECEIVED	TOTAL NUMBER OF VOTES RECEIVED ON ELECTION DAY	TOTAL NUMBER OF VOTES RECEIVED
Jo Ann Wilson	14	309	47	370
Michelle Pittman Di Credico	13	287	35	335

**CITY OF RHOME – COUNCIL MEMBER PLACE NO. 4
FOR A TWO (2) YEAR TERM**

NAME OF CANDIDATE	TOTAL NUMBER OF ABSENTEE VOTES RECEIVED	TOTAL NUMBER OF EARLY VOTING VOTES RECEIVED	TOTAL NUMBER OF VOTES RECEIVED ON ELECTION DAY	TOTAL NUMBER OF VOTES RECEIVED
Sam Eason	14	351	43	408
Ronnie Moore	9	205	31	245

**CITY OF RHOME – COUNCIL MEMBER PLACE NO. 5
FOR A TWO (2) YEAR TERM**

NAME OF CANDIDATE	TOTAL NUMBER OF ABSENTEE VOTES RECEIVED	TOTAL NUMBER OF EARLY VOTING VOTES RECEIVED	TOTAL NUMBER OF VOTES RECEIVED ON ELECTION DAY	TOTAL NUMBER OF VOTES RECEIVED
Ashley Majors	11	320	49	380
Leeanne Mackowski	11	223	25	259

WHEREAS, pursuant to the Texas Election Code the candidate, for election to each Place on the Council, who receives the highest number of all votes cast for all the candidates for such Place at the election, shall be declared elected.

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

**SECTION 1
CONFIRMATION OF VOTE TABULATIONS**

The results of the General Election as related to the election of one (1) Mayor for a two year term, one (1) Council Member to Place No. 4 for a two (2) year term, one (1) Council Member to Place No. 5 for a two (2) year term to the City of Rhome City Council, as canvassed and tabulated above, reflect the expressed desires of the resident, qualified voters of the City.

**SECTION 2
ELECTED OFFICIALS; TERMS OF OFFICE**

In accordance with the canvass and tabulation of the results of the General Election, the duly elected Mayor and Council Members elected on November 3, 2020, and the corresponding terms of office, subject to the taking of the oaths of office as required by State Law, are as follows:

OFFICE	TERM EXPIRES	NAME
Mayor	May 2022 Uniform Election Date	Jo Ann Wilson
Council Member Place No. 4	May 2022 Uniform Election Date	Sam Eason
Council Member Place No. 5	May 2022 Uniform Election Date	Ashley Majors

**SECTION 3
ISSUANCE OF CERTIFICATES OF ELECTION**

The Mayor, or her designee, is hereby authorized and directed to execute and deliver Certificates of Election to the successful candidates elected at the General Election, as specified in Section 2 hereof.

**SECTION 4
ISSUANCE OF CANVASS OF GENERAL ELECTION**

The Mayor is hereby authorized and directed to execute and deliver the Canvass of the General Election, copies of which are attached hereto as Exhibit "A", in accordance with the election laws of the State of Texas, and to take all other action necessary in connection therewith.

**SECTION 5
EFFECTIVE DATE**

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED by the City Council of the City of Rhome, Texas, this the 12th day of November 2020.

Jo Ann Wilson,
Mayor

[SEAL]

ATTEST:

Shannon Montgomery, TRMC
City Secretary

APPROVED TO AS FORM and LEGALITY:

Carvan E. Adkins,
City Attorney

EXHIBIT A

**CITY OF RHOME, TEXAS
CANVASS OF GENERAL ELECTION**

I, the undersigned Mayor of the City of Rhome, Texas, and Presiding Officer of the Canvassing Authority of the City, met virtually on the 12th of November 2020 with the City Council of the City, sitting as the Canvassing Board to canvass the returns of the General Election held on November 3, 2020, as such returns related to the election of one (1) Mayor for a two year term, one (1) Council Member to Place No. 4 for a two (2) year term, one (1) Council Member to Place No. 5 for a two (2) year term to the City of Rhome City Council.

I DO HEREBY CERTIFY that the figures on the tally sheets hereto attached as Exhibit "A-1" correspond with the figures on the returns.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Rhome, Texas to be affixed hereto, this the 12th day of November 2020.

Mayor and Presiding Officer of the Canvassing Authority
Rhome, Texas

[Seal]

EXHIBIT A-1

**CITY OF RHOME, TEXAS
CANVASS OF GENERAL ELECTION TALLY SHEETS**

DRAFT

Canvass Report

Official

Run Time 4:38 PM

Run Date 11/10/2020

WISE COUNTY, TX

GENERAL AND SPECIAL ELECTION

11/3/2020

Page 66

Unofficial Results

Ballots Cast

32477

Precincts Reporting

25 of 25 = 100.00%

CITY OF RHOME MAYOR - Vote for None or One

Precinct	Jo Ann Wilson	Michelle Pittman Di Credico	Cast Votes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
24	368	335	703	33	626	89	748	1,103	67.82%
25	2	0	2	0	2	0	2	2	100.00%
Totals	370	335	705	33	628	89	750	1,105	67.87%

Canvass Report

Official

Run Time 4:38 PM

Run Date 11/10/2020

WISE COUNTY, TX

GENERAL AND SPECIAL ELECTION

11/3/2020

Page 67

Unofficial Results

Ballots Cast

32477

Precincts Reporting

25 of 25 = 100.00%

CITY OF RHOME PLACE 4 - Vote for None or One

Precinct	Sam Eason	Ronnie Moore	Cast Votes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
24	407	244	651	33	626	89	748	1,103	67.82%
25	1	1	2	0	2	0	2	2	100.00%
Totals	408	245	653	33	628	89	750	1,105	67.87%

Canvass Report

Official

Run Time 4:38 PM

Run Date 11/10/2020

WISE COUNTY, TX

GENERAL AND SPECIAL ELECTION

11/3/2020

Page 68

Unofficial Results

Ballots Cast

32477

Precincts Reporting

25 of 25 = 100.00%

CITY OF RHOME PLACE 5 - Vote for None or One

Precinct	Ashley Majors	Leeanne Mackowski	Cast Votes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
24	380	258	638	33	626	89	748	1,103	67.82%
25	0	1	1	0	2	0	2	2	100.00%
Totals	380	259	639	33	628	89	750	1,105	67.87%

AGENDA ITEM - M

**CITY OF RHOME, TEXAS
RESOLUTION NO. 2020-10**

A RESOLUTION canvassing the returns and declaring the results of the bond election held November 3, 2020

WHEREAS, an election was held in the City of Rhome, Texas on the 3rd day of November, 2020, for the purpose of submitting a certain proposition for the issuance of bonds to the resident electors of the City; and

WHEREAS, it is hereby found and determined that notice of the election was duly given in the form, manner and time required by law, and said election was in all respects legally held and conducted in accordance with applicable laws of the State of Texas and the proceedings calling and governing the holding of such election; and

WHEREAS, the returns of said election have been duly and legally made and submitted to the City Council for canvassing, and a tabulation of the returns for the polling place and for early voting, as canvassed and tabulated by this governing body and shown in Exhibit A attached hereto, reflect that the total sum of votes counted "FOR" and "AGAINST" the proposition submitted is as follows:

BOND PROPOSITION A

**"THE ISSUANCE OF NOT TO EXCEED \$4,750,000 CITY OF RHOME, TEXAS,
GENERAL OBLIGATION BONDS FOR A MUNICIPAL GOVERNMENT COMPLEX AND
THE LEVYING TAX IN PAYMENT THEREOF"**

"FOR" 320 votes

"AGAINST" 364 votes

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RHOME, TEXAS:

SECTION 1: All of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its judgment.

SECTION 2: It is further found and determined that the results of the election are as canvassed and tabulated in the preamble hereof and in Exhibit A attached hereto, and a majority of the electors voting at said election voted against Proposition A.

SECTION 3: The City Secretary is hereby authorized and directed to make the appropriate entries of information appearing in the tabulation of precinct results shown in

Exhibit A attached hereto in the election register maintained by the City in accordance with provisions of Section 67.006 of the Election Code.

PASSED AND APPROVED by the City Council of the City of Rhome, Texas, this the 12th day of November 2020.

Jo Ann Wilson,
Mayor

[SEAL]

ATTEST:

Shannon Montgomery, TRMC
City Secretary

APPROVED AS TO FORM:

Carvan E. Adkins,
City Attorney

EXHIBIT A

TABULATION OF VOTES
RE: BOND ELECTION
HELD NOVEMBER 3, 2020

DRAFT

Canvass Report

Official

Run Time 4:38 PM

Run Date 11/10/2020

WISE COUNTY, TX

GENERAL AND SPECIAL ELECTION

11/3/2020

Page 69

Unofficial Results

Ballots Cast

32477

Precincts Reporting

25 of 25 = 100.00%

CITY OF RHOME PROPOSITION A - Vote FOR or AGAINST

Precinct	For	Against	Cast Votes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
24	320	362	682	33	626	89	748	1,103	67.82%
25	0	2	2	0	2	0	2	2	100.00%
Totals	320	364	684	33	628	89	750	1,105	67.87%

AGENDA ITEM - P



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

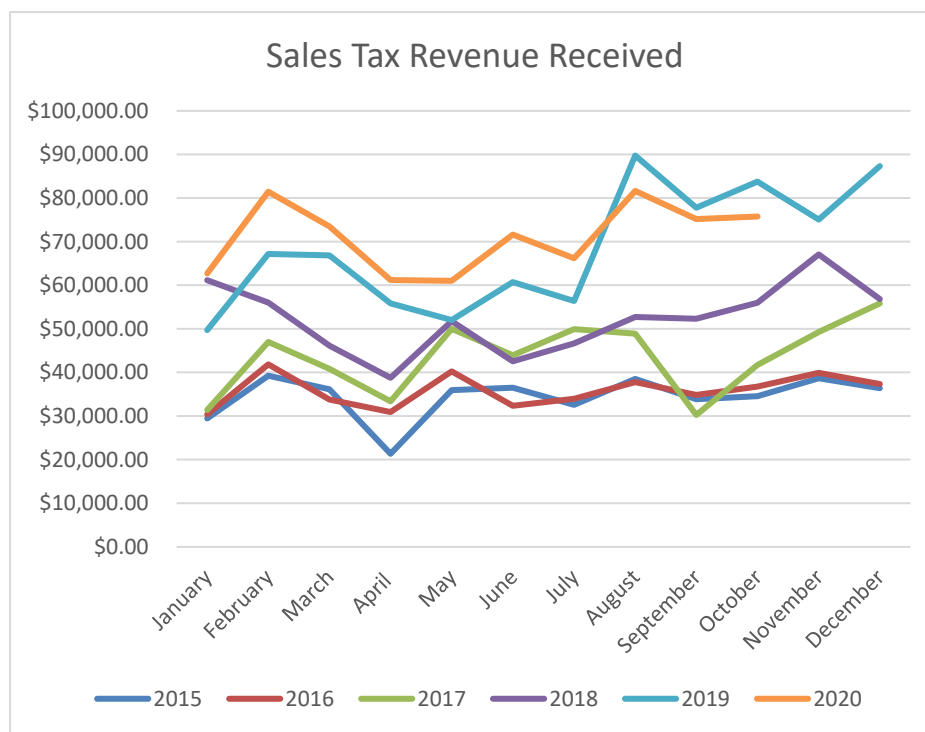
Administration by the Numbers – October 2020

Bank Statement Balances

Account Name	Balances as of October 31, 2019	Balances as of October 31, 2020
2017 Tax Note, Series 2017	\$234,934.26	\$42,927.69
2019 Bond Checking	\$9,835.79	\$642.79
Fire Dept Checking	\$99,102.08	\$110,936.50
Fire Dept Savings – Quarterly Statement	\$27,447.64	\$40,443.41
General Fund Checking	\$44,350.41	\$74,806.32
General Fund Savings	\$191,998.15	\$166,672.17
Hotel Motel Tax	\$54,437.26	\$74,652.15
Interest & Sinking	\$20,243.78	\$149,308.29
LOGIC	\$1,222,754.61	\$1,148,832.94
Meter Deposits	\$89,078.25	\$91,404.96
Muni Court Security	\$28,569.25	\$31,419.19
Muni Court Tech Fund	\$16,284.30	\$20,962.50
Muni Court Title 7	\$4,532.67	\$4,533.49
Parks & Recreation Checking	\$18,509.71	\$21,660.91
Payroll ZBA Account		\$0.00
Police Grant Account	\$2,065.54	\$2,835.80
Police Seizure Funds	\$4,342.79	\$100.40
Rhome Beautification Fund		\$116.00
Rolling V	\$22,904.86	\$22,904.86
TEXSTAR	\$1,221,906.74	\$1,144,477.11
W/S I&S Fund	\$3,428.77	\$3,428.77
Water & Sewer Checking	\$260,269.09	\$239,410.99
TOTAL	\$3,581,069.67	\$3,392,477.24

September Sales Tax Revenue Received: \$75,745.64

Month Received	2015	2016	2017	2018	2019	2020
January	\$29,441.65	\$30,387.32	\$31,401.41	\$61,139.42	\$49,719.73	\$62,703.14
February	\$39,262.62	\$41,866.33	\$47,000.93	\$56,030.60	\$67,180.35	\$81,459.72
March	\$36,118.36	\$33,776.77	\$40,837.42	\$46,156.35	\$66,853.76	\$73,488.63
April	\$21,352.29	\$30,915.49	\$33,361.07	\$38,766.96	\$55,814.51	\$61,205.25
May	\$35,929.48	\$40,225.24	\$49,987.00	\$51,754.08	\$52,022.35	\$61,014.98
June	\$36,473.96	\$32,353.93	\$43,940.94	\$42,538.20	\$60,712.41	\$71,595.88
July	\$32,549.55	\$33,975.41	\$49,928.81	\$46,649.99	\$56,382.32	\$66,189.23
August	\$38,499.24	\$37,782.39	\$48,878.03	\$52,698.74	\$89,739.58	\$81,658.50
September	\$33,854.56	\$34,844.61	\$30,263.17	\$52,300.18	\$77,788.90	\$75,181.40
October	\$34,539.68	\$36,761.46	\$41,715.19	\$55,994.48	\$83,748.34	\$75,745.64
November	\$38,667.86	\$39,909.64	\$49,257.27	\$67,076.39	\$75,077.06	
December	\$36,385.65	\$37,325.73	\$55,857.75	\$56,827.29	\$87,313.44	



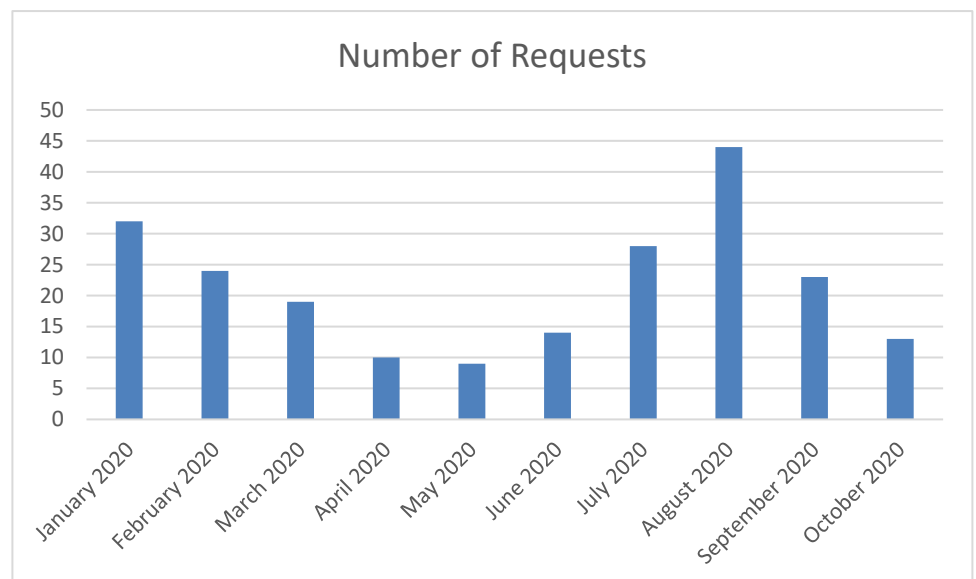
Ordinances Passed – October

2020-19	AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF RHOME BY GRANTING A SPECIAL USE PERMIT FOR A CARPORT FOR CERTAIN PROPERTY LOCATED AT 321 REDBUD STREET; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.
---------	---

No Resolutions Passed during October

Year to Date Record Requests (January 2020 – October 2020)

Month	Number of Requests
January	32
February	24
March	19
April	10
May	9
June	14
July	28
August	44
September	23
October	13



September Open Records Requests

Requests Received	12
Pending / Open	1
Sent for Attorney General Opinion (RFO)	0
Complete / Closed	11
Requestor Fees	4.10
Approximate Staff Time	435 minutes / approximately 7.25 hours
Approximate Supply Cost	\$4.10
Approximate Staff Cost	\$191.10

ORR Number	Requestor	Date Rec'd	Due Date	Request Description	Time in Mins	Release Date
2020-203	Chris Pratt	10/1	10/16	I would like to receive information from permits for residential new construction. I am interested in: address, permit number, builder/contractor name, subdivision, date permit was issued, and any value, square footage information or floor plan name or number for permits issued for residential new construction from September 1, 2020 - September 30, 2020.	30	10/15
2020-204	Rian Rahimi	10/5	10/20	I am requesting the associated documents with the agenda item about Rolling V Ranch on the P&Z meeting on Oct. 5th. The preliminary plat along with any other documents would be great.	30	10/15
2020-205	Carolyn Lewis	10/6	10/21	I understand that the Rhone Planning & Zoning commission discussed preliminary plats for the Rolling V Ranch at last evening's meeting. Would it be possible for you to send me the plats discussed?	15	10/15
2020-205.5	Jo Ann Wilson	10/7	10/22	please Provide me a copy of the open records request for my file	15	10/19
2020-206	Haley Samsel	10/13	10/27	I am writing to request any fire department or emergency management incident reports related to incidents at natural gas production sites in Rhone, including reports of explosions, gas leaks, pipeline breaks or other incidents that required a fire department/emergency management response. These documents should be dated between January 1, 2018 and October 10, 2020.	30	10/26
2020-207	Brooke Drillette	10/13	10/27	I was wanting to request the rates and hauling and disposal waste contract for the city.	15	10/20
2020-208	Ashley Majors	10/13	10/27	police pay	60	10/21
2020-209	Deborah BeCraft	10/14	10/28	Under open records I would like to request the minutes of the council meeting that had the discussion on appointing 2 alternates to P&Z. This would be the meeting that Councilman Eason has referred to in the last 2 meetings, when they first started appointing alternates. Please have these meetings on a thumb drive.	60	10/26
2020-210	Ashley Majors	10/14	10/28	Can I have an open records request for the original contract with Rolling V and the new contract with Rolling V	WITHDRAWN	
2020-211	Greg Roemer	10/15	10/29	Is there any possibility you can share with me the results from yesterday's public bid opening??	60	10/26
2020-212	Krista Finnegan	10/19	11/2	I am writing to request the Rolling V Ranch plat	15	10/21

ORR Number	Requestor	Date Rec'd	Due Date	Request Description	Time in Mins	Release Date
2020-213	Patricia Mitchell	10/20	11/3	Please provide substantiating documents that show receipt of this \$1M, the escrow account balance showing the \$1M as well as the city's refund of the \$1M.	60	11/3
2020-214	Greg Saunders	10/27	11/10	I am requesting a copy of the City of Rhome ordinance which annexed the area adjacent to the north side of Chisolm Creek Parkway.	45	





Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | codeenforcement@cityofrhome.com

Violation	# Cases Opened	# Cases Closed	# Cases Carried over from last Month	Closed Case Addresses	Open Case Addresses
Temporary Signs	2	2	0	City Wide	
High Grass/Weeds	11	9	3	1349, 120 BC Rhome 1109 Sunrise, 1104 Sunrise, 220 Oak Ct, 1223 Alliance, 0 E logan, 299 E Aurora, 255 E Aurora,	401 Hickory, 135 Virginia, 300 BC Rhome, 130 Morris, 0 Main, 604 Troxell, 0 N third, 160 Dogwood, 500 Randall, 601 Old Mill, 1311 Speedway,
Junk Vehicle		2	2		1109 Sunrise, 1204 Alliance
Junk				160 Dogwood, 601 Old Mill	
Fence			1	224 Kingsway CT.	
Parking on sidewalk	1				117 Hampton CT

Total Cases Opened..... 13 Total Resolved.....13



RHOME FIRE RESCUE

Duty • Honor • Compassion • Service

261 N. School Road - P.O. Box 228 - Rhome, Texas 76078
817-636-2001 station17@rhomefirerescue.com

October 2020 – Council Fire Report

Calls for Service Monthly:

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2020	57	43	44	47	34	55	59	54	53	69	---	---
2019	55	41	57	41	51	56	54	45	56	47	55	46

Calls for Service by type:

	EMS	MVA	Structure Fires	Grass Fires	Vehicle Fires	Fire Invest.	Fire Alarms	Gas Leak	Road Hazard	Lift Assist	Other
Oct. 2020	30	10	4	4	3	0	0	1	3	9	5
Year-To-Date	229	102	28	34	11	24	5	5	9	36	32

Call Locations

	City	County	Auto/Mutual Aid Given	Auto/Mutual Aid Received	Cancelled	Weather Watch
Oct. 2020	29	40	9	2	2	0
Year-To-Date	248	272	54	15	18	1

Numbers above are approximate since the official numbers have not been finalized

Membership

Current Members – 17		
#	Area	+/-
5	City	-
5	In District	+1
7	Out of District	+3
EMS Certification - 12		
5	EMT Basic	-
7	Paramedics	-

4 new members going through 6-month probationary period. All 4 members have finished their initial requirements of: Courage to be safe, NIMS (100, 200, 700, 800), Traffic Incident Safety and CPR Certification. Members have currently finished Fire Fighter introduction and getting checked off on skills.

Events

- **Santa Sighting** – December 7 and December 14. Route details coming soon.

Command Staff

- Command Staff working on gathering required information for official ISO Survey in January 2021.
- Approved for a Texas Forestry Service grant for Personal Protective Equipment. Working on fulfilling grant based off the restrictions set up for the grant.
- Continue to update, Covid-19 Standard Operating Guidelines. Included in guidelines are:
 - Response to Medical calls when Covid-19 is suspected.
 - Precautions and questions on Medical calls when pre-screening questions to Covid-19 are negative.
 - Equipment and Apparatus Decontamination on all Emergency responses.
 - Handling Social Distancing with Department Personnel.
- Guidelines established in conjunction with
 - CDC Guidelines
 - Medical Director
 - Wise County EMS
- Process of completing awarded State grants that had deadlines extended.
- CARES Act approval and disbursement.
 - Bunker Gear – Additional gear to use when assigned gear must be deconned due to contamination. Based on TCFP guidelines.
 - Extractor and Dryer – A means to thoroughly clean gear when dirty or contaminated. Provides a means for longevity due to proper cleaning procedures.
 - LUCAS Device – Allows for less contact with patient during CPR.
 - Uniforms - Additional uniforms to use when assigned uniforms need to be cleaned or deconned due to contamination.

Equipment

- Updated safety vest used on emergency scenes when on the highway.
- New fire hose ordered to replace out of service hose and to have replacement hose for apparatus after a fire.
- 2 low pressure nozzles to go with new hose.



RHOME FIRE RESCUE

Duty • Honor • Compassion • Service

261 N. School Road - P.O. Box 228 - Rhome, Texas 76078
817-636-2001 station17@rhomefirerescue.com

- Adult, child, and infant CPR training mannequins.

Station

- Closed to non-essential personnel.

Apparatus

Future Projects

- Inside personal lockers for members.
- Wildland Brush Truck.
- Motion stop sensors for garage doors to improve safe vehicle operations in and out along with the main benefit of safety of members and visitors entering and exiting the building.

My door is as always open if you have any questions,

Darrell Fitch

Fire Chief

Rhome Fire Rescue

City of Rhome
Municipal Court Council Report
From 10/1/2020 to 10/31/2020

11/3/2020 12:29 PM

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
79	3	6	0	24	112

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$8,555.33	\$6,150.95	\$15,021.87	\$378.63	\$392.25	\$30,499.03

Warrants

Issued	Served	Closed	Total
376	0	74	450

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
64	0	38	2	5	109

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
377	0	377	754



To: Cynthia Northrop-City Administrator

From: Sean Densmore- Director of Public Works

Date: November 6, 2020

Re: October Monthly Report

Reporting:

- 1) Monthly TCEQ Reporting: GW/PWMOR
- 2) Monthly TCEQ Reporting: Wastewater MOR
- 3) Monthly Coliform Test
- 4) Three Year Lead and Copper Report

Equipment Issues:

- 1) Level Sensor at Well 5. Had to send replacement sensor back. Waiting on manufacture to resend replacement.
- 2) Well #4 has lost production. scheduling a well company to come pull the well.

Maintenance:

- 1) Normal preventative maintenance was performed for the water system.
- 2) Normal preventative maintenance was performed for the wastewater system
- 3) Monthly preventative collection system maintenance to wastewater collection line
- 4) Bulk trash weekend 10/17 & 10/24 was very successful with over 50 loads both weekends. All three dumpsters were full by 12 noon.

Water:

- 1) Updated proper backflow device testing documents and record keeping
- 2) Sent Notification out to businesses to have their back-flow device inspected per TCEQ requirements.
- 3) Updating the City's Water monitoring plan and Nitrification Action Plan

- 4) Completed Lead and Copper Samples in September- Notification of result have been submitted to the 10 customers and TCEQ.
- 5) Adjusting Water Storage capacity to reduce water aging
- 6) Repaired meter leak at 1308 Renshaw
- 7) Repaired water leak due to contractors hitting the line at Chisholm creek/Cheyenne Trl.

Wastewater:

1. **East Plant; Flow-** .95 Million Gallons Total, **Average** 46,500-GPD, **Rain-** 1.75 inches, **Temperature** 34 degrees F to 74 degrees F, **average Cl2 residual-** 2.00 mg/l, at this writing no violations recorded. Permitted flow for East Plant is 100,000 GPD
2. **West Plant; Flow-** .88 Million Gallons Total, **Average-** 39,955 GPD, **Rain-** 1.50 inches, **Temperature-** 35 degrees F to 76 degrees F, **average Cl2 residual-** 2.33 Mg/l, at this writing no violations recorded. Permitted flow for West Plant is 150,000 GPD

Streets/Parks:

- 1) Normal preventative maintenance – Parks- mowed, trash pickup and ant killer
- 2) Installed Engineered wood safety fiber for playground areas
- 3) Ellis road repairs-Contractor will moving the week of November 2nd to install asphalt to complete the project.
- 4) County assistants on road repairs on Alliance Blvd- Percent 3 will move in the week of November 9th to start on the first phase of repairs from the entrance of Alliance Blvd to Sunrise Ave.
- 5) Submit approval for replacement of the flag poles on Alliance Blvd. Flag poles were damaged by a contractor moving a manufactured home

Building Maintenance:

- 1) City buildings sprayed for insects
- 2) Installed weather stripping on the Community Center doors
- 3) Installed smoke detector in city buildings

Construction:

- 1) East WWTP Equalization Basin project- Notice to proceed has been issued for
- 2) Construction training through NCTCOG

Engineering:

- 1) Kimley Horn – Expansion to east wastewater plant
- 2) Kimley-Horn- Long Term Water Supply and Rate Study- Staff and engineers meet with Upper trinity Water District about long term water supply availability.

Development:**Administration:**

- 1) Daily water production reporting
- 2) Daily chlorine reporting
- 3) Daily wastewater production reporting
- 4) Daily wastewater chlorine reporting
- 5) Daily employee production reporting

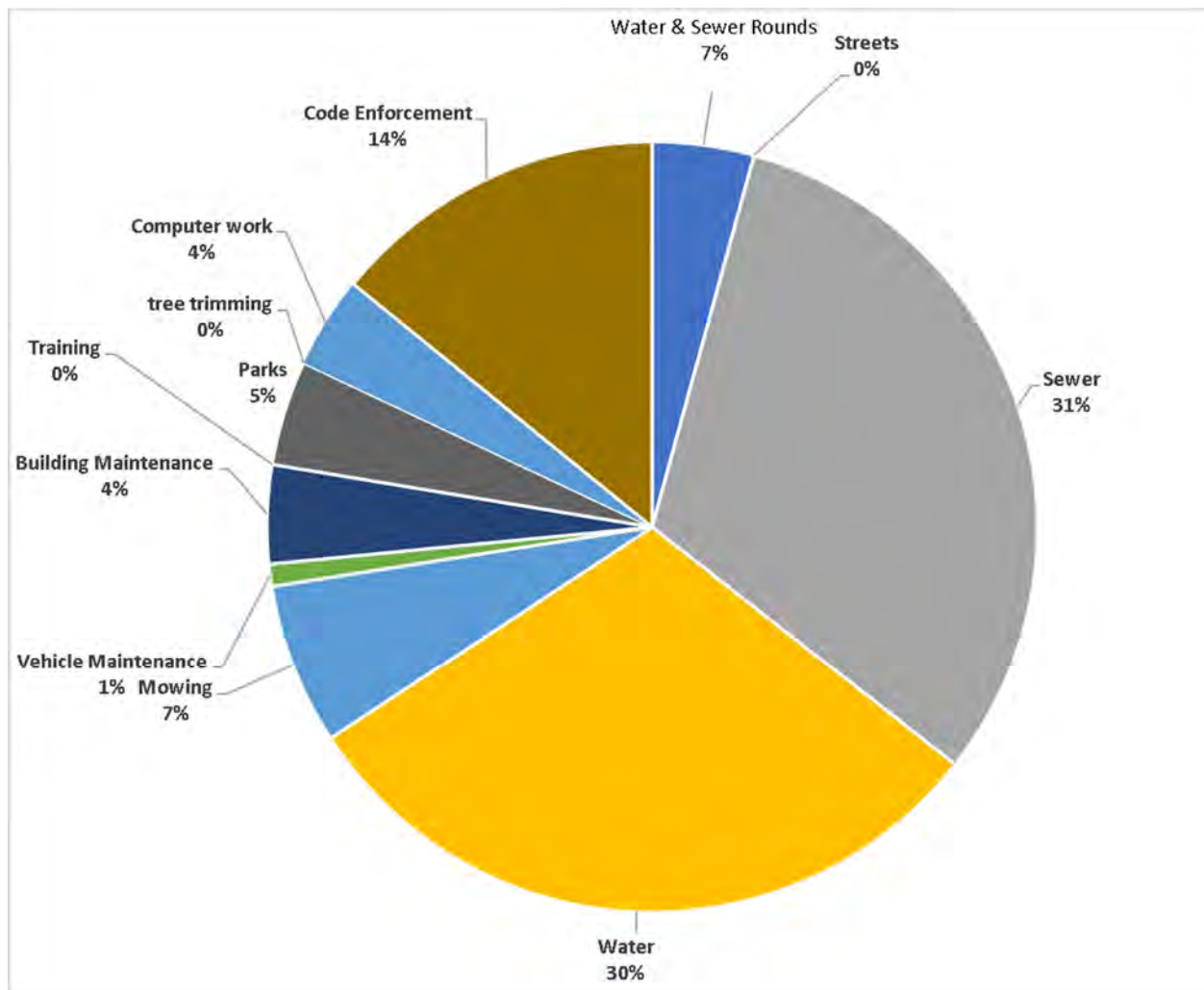
Citizen Issue: None

New Employees: none

If you would like to discuss any items noted above please do not hesitate to contact me;

Sean Densmore

Public Works Director



AGENDA ITEM - Q



501 South Main | PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

MINUTES OF RHOME SPECIAL PLANNING & ZONING COMMISSION MEETING

Meeting Date: MONDAY, OCTOBER 5, 2020

Meeting Location: VIA VIRTUAL MEETING

Meeting Start Time: 6:00pm

Call to Order and Establish a Quorum

Chair Knight called the meeting to order at 6:04pm and called roll to establish a quorum of Commissioners present.

Commissioners Present:

Chair Steve Knight

Commissioner Thomas Cannon

Commissioner Robert Coleman

Commissioner Christy Nerren

Alternate 1 Kristi King

Alternate 2 Jo Ann Wilson

City Staff Present:

City Administrator Cynthia Northrop

City Attorney Carvan Adkins

City Secretary Shannon Montgomery

Chair Knight thanked Ashely Majors for her service on the Planning & Zoning Commission.

City Attorney Adkins wanted to remind everyone, it is the duty of each member of the Commission to evaluate their own potential conflicts and that the City does have a conflict of interest provision in its Code of Ordinances. Adkins continued by reading an except of the provision, which says *"no officer and that would include members of the P&C and alternates shall participate in a vote or decision on a matter involving a business entity or real property in which the officer has a substantial interest"*.

If it is a reasonably foreseeable, then an action in the matter would confer an economic benefit on the business entity or the real property. And that is essentially quoting Chapter 171 of the Texas Local Government Code, which basically says the same thing, and in the event, you do have a conflict. Both the code and the state statute say that you shall abstain from participating or, I should say, from further participation in the matter and that would mean, including any discussions today or obviously, voting on the matter. It is the obligation of the committee members to make that conflict known, and there is an affidavit that you're required to prepare to give to the city, to let them know that you have a conflict.

City Administrator Northrop asked Carvan to address the fact that our Ordinance does not require public hearings for preliminary or final plats, so the City did not have to publish notice nor send out 200 foot notices. Regardless, if there is a public hearing or a letter that goes out, someone does not absolve the conflict of interest if a notice is mailed or a public notice is published.

Adkins agreed, the 200 foot letter is just a shorthand way of notifying you of a conflict of interest, so when you get that letter, it pretty much tells you that the courts are going to determine that you have an economic interest in the outcome of the vote, and that you probably need to file your affidavit and cease participating and/or voting on the matter.

City Attorney Adkins stated the members of the Commission have the right to call him and ask him, in advance. Adkins reminded the Commission that it is their duty, under both the Code and the Statute, to make their decision in advance of the meeting and advised the Commission, if they think they have a conflict. Mr. Adkins stated the best time is to call ahead of the meeting and give both he and you time to evaluate whether it is truly a conflict. Adkins' best advise to the Commission, in an abundance of caution,

is to assume that you do have a conflict and that you should abstain from participating; there is really no reason to take the risk and participate, if you have not had a chance to discuss with him.

Chair Knight announced that Alternate 1 Kristi King will be seated for this meeting.

Chair Knight read a statement, *"I as chair of the Rhone Planning and Zoning Commission, would like to make a statement concerning the confusion surrounding the recent actions of this Commission. Having been tasked by our own City Council to review the City of Rhone's Code of Ordinances, Chapter 14 Zoning, and our Comprehensive Plan and make recommendations to them of any changes we see and to update both to better reflect the current needs and wants of the citizens of Rhone.*

We are guided by City Staff to first have a more current plan created with the help of professionals and the input of the citizens of Rhone. This process took time, but with the new Plan, we had a guide of how the City wanted to develop and grow. We decided to start with looking at the downtown area. We saw that there was an overlay created back in 2004, describing a zoning classification named Old Town Rhone. This also had a map created with boundaries that were difficult to distinguish, that we also felt encompassed an area larger than intended or needed.

We, as a group of Commissioners, from several areas of Town, worked to redraw the boundaries to make better sense of what our new Comprehensive Plan describes as an area of Town that would consist of a mixed-use area and single-family homes. Along with retail and commercial businesses that would best fit in this part of Town and to include walking and meeting areas, small parks, adequate parking and lighting. In other words, the feel of what Old Town remains to the citizens who live here.

It was never the intention of this Commission to attempt to rename anything but a classification as a zone. On paper, for the purpose of promoting the area when interested businesses or people inquired about locating with it within this area of Town, to better align it with the verbiage contained within the New Comprehensive Plan, it was never the intent to rename Old Town Rhone.

With this said, I plan to continue, with the help of my current commissioners and our City Council, City Staff, and engineer to update the content within our zoning ordinance.

Thank you very much."

Public Presentations and Input

Rick King, 207 Cheyenne Trail North, Rhone, Texas addressed the Planning and Zoning Commission.

Regular Agenda – Old Business

A. Discussion and any necessary action regarding the Minutes of September 14, 2020 Planning & Zoning Commission Special Session

Motion made by Commissioner Cannon, seconded by Commissioner Nerren, to approve the Minutes of September 14, 2020 Planning & Zoning Commission Special Session as presented.

Chair Knight asked for a roll-call vote:

Chair Knight:	Aye
Commissioner Nerren:	Aye
Commissioner Cannon:	Aye
Commissioner Coleman:	Aye
Alternate Commissioner King:	Aye

Motion carried unanimously.

Chair Knight announced that Commissioner Cannon recused himself from Agenda Items B & C; Alternate 2 Commissioner Wilson would sit in on these agenda items.

Public Hearing

- B. Rhome Planning & Zoning Commission to conduct a Public Hearing to consider a request for a Carport at legal property being Legal: Acres: 0.209, Lot: 2, Blk: 1, Subd: ROLLING HILLS ADDITION also known as 321 Redbud, Rhome, Texas 76078**

Chair Knight opened the Public Hearing at 6:19pm.

City Secretary Montgomery read the only response received:

- James Humphries, PO Box 447, Boyd, Texas – IN FAVOR

Property owner Randy Murdock was available for questions.

Chair Knight closed the Public Hearing at 6:22pm.

Regular Agenda – New Business

- C. Discussion and any necessary action considering a recommendation to Council regarding a request for a Carport at property being described as Legal: Acres: 0.209, Lot: 2, Blk: 1, Subd: ROLLING HILLS ADDITION also known as 321 Redbud, Rhome, Texas 76078**

Chair Knight referred to City Administrator Northrop, who stated that a Special Use Permit requires ten feet from side yard site lines. Northrop continued by stating that the application meets all requirements except for the ten-foot side setback. City Administrator reminded the Commission that a similar case came before them in March.

Motion made by Chair Knight, seconded by Commissioner Coleman to recommend approval of this application with a variance of the ten-foot side setback.

Chair Knight asked for a roll-call vote:

Chair Knight:	Aye
Commissioner Nerren:	Aye
Commissioner Coleman:	Aye
Alternate Commissioner King:	Aye
Alternate Commissioner Wilson:	Aye

Motion carried unanimously.

Chair Knight voiced the return of Commissioner Cannon, announced Alternate Commissioner King has recused herself and Alternate Commissioner Wilson would remain sited for Agenda Item D.

- D. Discussion and any necessary action considering a recommendation to Council regarding a proposed Preliminary Plat for Rolling V Ranch, RVR No. 1 Phases 1-3, being described as 219.23 acres, 697 lots, 3.18 lots/AC, 31 open spaces, approximately 51.06 AC out of the James B. Farnsworth Survey, Abstract No. 1417 & 991, Jacob Moffatt Survey, Abstract No. 554, Smith County School Land Survey, Abstract No. 743 in the City of Rhome ETJ, Wise County, Texas as requested by PMB Rolling V Land, LP**

City Administrator Northrop explained that a plat legally defines a piece of land and this property is located within the City's Extra Territorial Jurisdiction (ETJ). Northrop continued by stating that the City has a developer's agreement in place with the developer and that the plat meets those requirements and also

State Law, Statute and Ordinance. Staff has meet with the developer and recommends that the Planning & Zoning Commission recommend approval to the City Council.

City Attorney Adkins stated that there is not a lot of room to make changes; the approval of the preliminary plat is a ministerial act – if it meets all of the requirements, which this plat does, you have to recommend approval.

City Administrator Northrop introduced Peter Pincoffs, PMB, who gave a brief history of the of the property, provided a list of future projects and addressed questions from the Commission.

City Engineer Welden stated that the developer has met all requirements for this plat.

City Attorney Adkins added that there are no legal bases to deny the preliminary plat.

Mr. Pincoffs provided that construction will be starting in early January and phase 1 should be completed within 12 to 15 months with phase 2 being completed shortly thereafter.

Motion made by Chair Knight, seconded by Commissioner Nerren, to recommend approval of proposed Preliminary Plat for Rolling V Ranch, RVR No. 1 Phases 1-3, being described as 219.23 acres, 697 lots, 3.18 lots/AC, 31 open spaces, approximately 51.06 AC out of the James B. Farnsworth Survey, Abstract No. 1417 & 991, Jacob Moffatt Survey, Abstract No. 554, Smith County School Land Survey, Abstract No. 743 in the City of Rhome ETJ, Wise County, Texas as presented.

Chair Knight asked for a roll-call vote:

Chair Knight:	Aye
Commissioner Nerren:	Aye
Commissioner Cannon:	Aye
Commissioner Coleman:	Against
Alternate Commissioner Wilson:	Aye

Motion carried 4-1-0 with Commissioners Knight, Cannon, Nerren and Wilson voting for and Commission Coleman voting against.

Northrop shared with the Commission that Council had the same concerns and had those conversations with the developer.

Chair Knight voiced the return of Alternate Commissioner King, announced Commissioner Coleman has recused himself and Alternate Commissioner Wilson would remain sited for Agenda Item E.

E. Discussion and any necessary action considering a recommendation to Council regarding a proposed Preliminary Plat for Rolling V Ranch, RVR No. 2 Phases 1-2, being described as 186.19 acres, 513 lots, 2.76 lots/AC, 68.90 AC, 19 open spaces out of the Smith County School Land Survey, Abstract No. 743 in the City of Rhome ETJ, Wise County, Texas as requested by PMB Rolling V Land, LP

City Administrator Northrop stated all requirements for this preliminary plat have also been met, project has been reviewed by Staff, including the City Engineer. This agenda item is also ministerial as the previous item.

Motion made by Chair Knight, seconded by Commissioner Thomas, to recommend approval of the proposed Preliminary Plat for Rolling V Ranch, RVR No. 2 Phases 1-2, being described as 186.19 acres, 513 lots, 2.76 lots/AC, 68.90 AC, 19 open spaces out of the Smith County School Land Survey, Abstract No. 743 in the City of Rhome ETJ, Wise County, Texas as presented.

Chair Knight asked for a roll-call vote:

Chair Knight:	Aye
Commissioner Nerren:	Aye
Commissioner Cannon:	Aye
Alternate Commissioner King:	Against
Alternate Commissioner Wilson:	Aye

Motion carried unanimously.

Chair Knight voiced the return of Commissioner Coleman and thanked Alternate Commissioner Wilson for sitting in.

Future Agenda Items

No future agenda items were requested; Chair Knight asked if the Commissioners thought of one to please email the City Administrator and City Secretary.

Adjourn

Motion made by Commissioner Cannon, seconded by Commissioner Nerren to adjourn.

Chair Knight asked for a roll-call vote:

Chair Knight:	Aye
Commissioner Nerren:	Aye
Commissioner Cannon:	Aye
Commissioner Coleman:	Aye
Alternate Commissioner King:	Aye

Motion carried unanimously; meeting adjourned at 6:56pm.

Minutes approved the 2nd day of November 2020.

Steve Knight,
Chair

Shannon Montgomery, TRMC
City Secretary

AGENDA ITEM - R



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

Mayor
Michelle Pittman
Di Credico

City Council

Mayor Pro-Tem,
Place 3
Elaine Priest

Place 1
Josh McCabe

Place 2
Kenny Crenshaw

Place 4
Sam Eason

Place 5
Leeanne
Mackowski

City
Administrator
Cynthia Northrop

City Attorney
Carvan Adkins

City Secretary
Shannon
Montgomery

Fire Chief
Darrell Fitch

Police Chief
Sam Love

Public Works
Director
Sean Densmore

MINUTES OF SPECIAL SESSION OF THE RHOME CITY COUNCIL

Meeting Date: Tuesday, October 22, 2020

Location: VIA TELEPHONE CONFERENCE

MEETING START TIME: 6:30 PM

Call to Order and Establish a Quorum

Mayor Pittman Di Credico called the meeting to order at 6:30pm, called roll, and announced a quorum of Council Members present.

Council Members Present:

Mayor Michelle Pittman Di Credico

Mayor Pro Tem Elaine Priest

Council Member Josh McCabe

Council Member Kenny Crenshaw

Council Member Sam Eason

Council Member Leeanne Mackowski – arrived at 6:34pm

City Staff Present:

City Administrator Cynthia Northrop

City Attorney James Donovan

City Secretary Shannon Montgomery

Municipal Court Clerk Kristi Adams

Police Chief Sam Love

Public Works Director Sean Densmore

Public Presentations and Input

Council received public presentations from the following:

- Greg Roemer, 2010 California Crossing, Dallas, Texas 75220 (Community Waste Disposal)
- Jo Ann Wilson, 240 West Second, Rhome, Texas
- Lisa Ann Wilson, 240 West Second, Rhome, Texas
- Shirley Mize, 170 Russell Street, Rhome, Texas
- Jennifer Christine Brewer (Smith), 265 West First Street, Rhome, Texas

Announcements from Mayor and Council Members

A. November 2020 Events:

- **Early Voting continues through Friday, October 30, 2020 – times and locations are online at www.cityofrhome.com**
- **Municipal Court Week Proclamation – Week of November 2-6, 2020**
- **Election Day – Tuesday, November 3, 2020**
- **Veterans Day – Wednesday, November 11, 2020 – City Offices Closed**

Mayor Pittman Di Credico listed the November 2020 events and presented Municipal Court Clerk Kristi Adams with the Municipal Court Week Proclamation.

Regular Session – Old Business

B. Update, discussion and any necessary action regarding latest developments for COVID-19 and mitigation efforts and actions within the City

Mayor Pittman Di Credico stated that on October 21, 2020, the CDC has updated regulations for close contact and that Staff is reviewing those regulations for staff and resident safety.

C. Update, discussion, and any necessary action regarding Municipal Complex Project

Mayor Pittman Di Credico stated that Staff is continuing to work on the Request for Proposals.

D. Update, discussion and any necessary action regarding Master Thoroughfare Plan Project

Mayor Pittman Di Credico shared that the Master Thoroughfare Plan Steering Committee had its third and final meeting and the final report will be presented at the November 12, 2020 Council meeting.

E. Update, discussion and any necessary action regarding UTA's report on the Parks Master Plan

Alan Klein, UTA, presented the draft report of the Parks Master Plan and addressed questions from Council.

F. Update, discussion and any necessary action regarding Water Source/Rate Study

Jeff James and Kyle Wheldon, Kimley-Horn, provided a brief update on the status of the Water Source/Rate Study and stated that the final report would be presented to Council at the November 12, 2020 Council Meeting. James listed the five potential water suppliers.

Mayor Pittman Di Credico called a short recess due to technical difficulties.

After the short recess, Mayor Pittman Di Credico asked for a motion to move forward to negotiate with Upper Trinity as a water source to the City.

Motion made by Council Member McCabe, seconded by Mayor Pro Tem Priest, to authorize Staff to enter into negotiations with Upper Trinity to discuss options of water sourcing to the City of Rhome.

Mayor Pittman Di Credico asked for a roll-call vote:

Council Member McCabe:	Aye
Council Member Crenshaw:	Aye
Mayor Pro-Tem Priest:	Aye
Council Member Eason:	Aye
Council Member Mackowski:	Aye

Motion carried unanimously.

G. Discussion and any necessary action regarding filling vacancies on the Planning & Zoning Commission

Mayor Pittman Di Credico moved this item to the November 12, 2020 Council Meeting.

Public Hearing

H. Rhome City Council to conduct a Public Hearing to consider a request for a Carport at property being described as Legal: Acres: 0.209, Lot: 2, Blk: 1, Subd: ROLLING HILLS ADDITION also known as 321 Redbud, Rhome, Texas 76078

Mayor Pittman Di Credico opened the Public Hearing at 7:31pm.

City Secretary Montgomery stated that she received two responses to the 200-foot property notices:

- James Humphries – In Favor
- Juan and Carmen Rodriguez – In Favor

Mayor Pittman Di Credico opened the Public Hearing to the audience, no one spoke.

Mayor Pittman Di Credico closed the Public Hearing at 7:32pm.

Regular Session – New Business

I. Discussion and any necessary action regarding a request for a Carport at legal property being Legal: Acres: 0.209, Lot: 2, Blk: 1, Subd: ROLLING HILLS ADDITION also known as 321 Redbud, Rhome, Texas 76078

City Administrator Northrop stated that this item was reviewed by the appropriate Staff, including the City Engineer and reminded Council that the requestor was asking for a variance to the side setback, which Council approved a similar variance back in March.

Motion made by Council Member Mackowski, seconded by Council Member McCabe, to approve the carport with the variance to the side setback.

Mayor Pittman Di Credico asked for a roll-call vote:

Council Member McCabe:	Aye
Council Member Crenshaw:	Aye
Mayor Pro-Tem Priest:	Aye
Council Member Eason:	Aye
Council Member Mackowski:	Aye

Motion carried unanimously.

J. Discussion and any necessary action regarding the awarding of Solid Waste Collection Contract and notice of cancellation of existing contract, if applicable

Mayor Pittman Di Credico listed the Request for Proposals received – Waste Connections, Frontier Waste Solutions and Rhino Removal. Di Credico stated that action needed tonight is to select a company to enter into negotiations and that a survey would be completed to allow residents to vote on what rate structure is the best option for them.

Council entered into a question and answer session with all three companies related to their options and services.

Motion made by Council Member McCabe to go with Staff recommendation. Motion died for lack of a second.

Motion made by Council Member Crenshaw to move forward with Rhino Removal. Motion died for lack of a second.

Council convened into Executive Session at 8:21pm to seek advice from the City Attorney concerning any item on this agenda, to discuss pending and contemplated litigation, or a settlement offer, or to discuss a matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Board of Texas clearly conflicts with Chapter 551.

Council reconvened into Regular Session at 8:40pm.

Motion made by Council Member McCabe, seconded by Council Member Mackowski, to move forward with Waste Connections.

Mayor Pittman Di Credico asked for a roll-call vote:

Council Member McCabe: Aye
Council Member Crenshaw: Aye
Mayor Pro-Tem Priest: Aye
Council Member Eason: Aye
Council Member Mackowski: Aye

Motion carried unanimously.

K. Discussion and any necessary action regarding amendment to Rolling V pre-development and services agreement with PMB Capital

City Attorney Adkins asked that the Mayor move to the next agenda item and move back into Executive Session at the end of the meeting.

L. Discussion and any necessary action regarding traffic concerns along Main Street and BC Rhome

Council discussed the traffic concerns along Main Street and BC Rhome, Mayor Pittman Di Credico stated that some of these concerns have been discussed with the Master Thoroughfare Steering Committee and TxDot. The final report from the Master Thoroughfare Steering Committee will address some of the concerns.

M. Discussion and any necessary action regarding submitting request for Coronavirus Relief Funds (CRF) reimbursement and authorizing the Mayor to expend funds for the City's remaining allotment

Motion made by Council Member Mackowski, seconded by Council Member Eason, to authorize the Mayor to submit a request a request for Coronavirus Relief Funds reimbursement and to expend funds for the City's remaining allotment.

Mayor Pittman Di Credico asked for a roll-call vote:

Council Member McCabe: Aye
Council Member Crenshaw: Aye
Mayor Pro-Tem Priest: Aye
Council Member Eason: Aye
Council Member Mackowski: Aye

Motion carried unanimously.

Consent Agenda

N. Minutes of City Council Special Session dated October 13, 2020

O. Interlocal Agreement with Wise County for Road Repairs

Motion made by Council Member McCabe, seconded by Council Member Crenshaw to approve the consent agenda as presented.

Mayor Pittman Di Credico asked for a roll-call vote:

Council Member McCabe: Aye
Council Member Crenshaw: Aye
Mayor Pro-Tem Priest: Aye
Council Member Eason: Aye
Council Member Mackowski: Aye

Motion carried unanimously.

Mayor Pittman Di Credico reconvened into Executive Session at 9:04pm.

Mayor Pittman Di Credico reconvened into Regular Session at 9:18pm.

K. Discussion and any necessary action regarding amendment to Rolling V pre-development and services agreement with PMB Capital

Motion made by Council Member Eason, seconded by Council Member Crenshaw, to authorize the Mayor to sign the agreement through to the November 12, 2020 Council Meeting.

Mayor Pittman Di Credico asked for a roll-call vote:

Council Member McCabe:	Aye
Council Member Crenshaw:	Aye
Mayor Pro-Tem Priest:	Aye
Council Member Eason:	Aye
Council Member Mackowski:	Aye

Motion carried unanimously.

Future Agenda Items

Mayor Pro Tem Priest asked for a facilities list, including any needs, whether it be custodial, yard care, plumbing, etc.

Adjourn

Motion made by Council Member McCabe, seconded by Mayor Pro Tem Priest, to adjourn.

Mayor Pittman Di Credico asked for a roll-call vote:

Council Member McCabe:	Aye
Council Member Crenshaw:	Aye
Mayor Pro-Tem Priest:	Aye
Council Member Eason:	Aye
Council Member Mackowski:	Aye

Motion carried unanimously; meeting adjourned at 9:22pm.

Minutes approved the 12th day of November 2020.

Jo Ann Wilson,
Mayor

Shannon Montgomery, TRMC
City Secretary

AGENDA ITEM - V



Agenda Commentary

Meeting Date: November 12

Department: Administration

Contact: Cynthia Northrop

Agenda Item:

V. Discussion and any necessary action regarding Expectations for the upcoming Transition Period with newly Elected Officials

Type of Item: Other

Summary-Background: In July 2020 City Council adopted a Resolution as a first step in implementing a City Council Education/Training policy. Staff developed a Council Orientation Handbook and base training schedule. With two new Council Members sworn in on November 12, 2020, the 'Open Meetings Act' training is required and free; link to online training video/directions:

<https://www.texasattorneygeneral.gov/open-government/open-meetings-act-training>).

Additionally, TML has an online virtual workshop available for 'Newly Elected Officials' for \$95 (link: <https://gumroad.com/l/cRYBzl>).

Finally, the Texas Attorney General has several free online webinars available:

1. Basics of the Public Information Act (December 3, 2020 from 2 – 5 pm)
2. Beyond Basics of Open Government (December 9, 2020 from 2 – 5 pm)

Registration is available here: <https://events.texasattorneygeneral.gov/og2020/595756>

Funding Expected: Budgeted Item: Yes

Funding Account: 10-60890-10 Education/Training

Supporting Documents attached: Yes



KEN PAXTON
ATTORNEY GENERAL of TEXAS

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Open Meetings Act Training

[Learn about important legislative changes to the Open Meetings Act made during the past session. \(/open-government/2019-legislative-session-open-government-update/2019-legislative-changes-open-meetings-act\)](#)

Members of a governmental body subject to the Open Meetings Act (OMA) are required to participate in education training sessions pursuant to section 551.005 of the Texas Government Code. The training requirement applies to all elected or appointed officials who participate in meetings subject to the OMA. However, it does not apply to public officials who do not conduct business in meetings subject to the OMA. For example, law enforcement officials, auditors, or county clerks are not required to complete training under the OMA.

The law requires that members subject to the OMA complete training within 90 days of taking the oath of office or otherwise assuming the responsibilities of office. The training must include information regarding the:

1. General background of the legal requirements for open meetings;
2. Applicability of the Open Meetings Act to governmental bodies;
3. Procedures and requirements regarding quorums, notice, and recordkeeping under the OMA;
4. Procedures and requirements for holding an open meeting and for holding a closed meeting under the OMA;

and

November 12, 2020 Council Agenda Packet

Open Government Hotline

[\(512\)](#)[\(tel:5124632013\)478-6736](#)[\(tel:5124786736\)](#)[Toll Free: \(877\)](#)[673-6839](#)[\(tel:8776736839\)](#)

Public Information Act Handbook

Download the
Public
Information Act
Handbook (PDF)
(/publicinfo_hb.pdf)

Open Meetings Act Handbook

Download the
Open Meetings
Act Handbook
(PDF) (/sites
/default/files
/files/divisions
/open-
government
/openmeetings_hb.pdf)

5. Penalties and other consequences for failure to comply with the OMA.

The Office of the Attorney General's training video includes information on each of these elements and satisfies the requirements imposed by section 551.005 of the OMA. A public official may obtain a course completion certificate by following the directions at the end of the training video. The certificate must be maintained by the member's governmental body and made available for public inspection upon request.

After completing the training course, you may **print your certificate (<https://www.texasattorneygeneral.gov/open-government/open-meetings-act-training-confirmation-and-certificate>)**.

Open Meetings Act Training Video



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Child Support
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Initiatives
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Human Resources
(/careers)

Where the Money Goes
(<https://comptroller.texas.gov/transparency/>)

ADA Compliance
(/ada-compliance)

Compact With Texans
(/about-office/compact-texans)

Cost Efficiency Saving Ideas
(/about-office/cost-efficiency-saving-ideas)

Reporting Fraud
(/about-office/reporting-fraud-state-)

government)
State Agency Contracts
(<https://oagtx.force.com/contracts/s/>)

TRAILS Search
(<https://www.tsl.state.tx.us/trail/index.html>)

Texas Homeland Security
(<https://gov.texas.gov/organization/hsgd>)

Texas Veterans Portal
(<https://veterans.portal.texas.gov/>)

Texas.gov
(<http://www.texas.gov/>)

AGENDA ITEM - X



Agenda Commentary

Meeting Date: November 12, 2020

Department: Administration

Contact: Cynthia Northrop

Agenda Item:

- X. Discussion and any necessary action regarding New Plan for office space for City Hall, Police Department, meeting facilities for City Council, Municipal Court, Planning & Zoning, Parks & Recreation as well as Community Center facilities upgrades

Type of Item: Discussion & Direction

Summary-Background: In light of the recent Municipal Complex – Old School renovation bond failure, there are current space constraints, and facility/maintenance items that need to be addressed, evaluated and planned. Some of the items for discussion include office space constraints, substandard facility and non-compliance with ADA accessibility requirements and budgetary impact.

Funding Expected:

Funding Account:

Legal Review Required:

AGENDA ITEM - Y



Agenda Commentary

Meeting Date: November 12, 2020

Department: Administration

Contact: Cynthia Northrop

Agenda Item:

Y. Update, discussion and any necessary action regarding upcoming proposed Ordinance amendments

Type of Item: Ordinance and Discussion & Direction

Summary-Background: Council has previously directed staff to review the Code of Ordinances for clean-up items and updates as needed on an ongoing basis. Staff is proposing a standing quarterly agenda item beginning in December to review, research and bring forward recommended action items. Some of the clean-up items to be proposed in December include clarification on mobile food units (Chapter 6, Health & Sanitation and Chapter 14 - Zoning, (Use Chart), Chapter 14, Zoning Use Chart (gaining consistency), Right-of-Way Management (Chapter 13 – Utilities), Liquid Waste and Maintenance Bond items.

Funding Expected:

Funding Account:

Legal Review Required: Required

Supporting Documents attached:

Recommendation: Information only. If Councilmembers have additional items, provided to City Administrator to include in the ongoing review.

AGENDA ITEM - Z



Agenda Commentary

Meeting Date: November 12, 2020

Department: Administration

Contact: Cynthia Northrop

Agenda Item:

- Z. Discussion and any necessary action regarding Ordinance removing the two alternate positions on the Planning & Zoning Commission

Type of Item: Ordinance and Discussion & Direction

Summary-Background: In light of the current transitions occurring, it may be a good time to consider doing away with alternate members on the Planning & Zoning Commission. The original purpose/history in adding alternates was the lack of a quorum for meetings. For the past several years attendance and having a quorum for meetings has not been a problem. In a review of other cities, while some have alternate members, many do not. Removing alternates would streamline the process for staff and reduce confusion during meetings on which P&Z members are seated and voting.

Should Council determine to discontinue using alternates, it will be included in the Ordinance updates for December discussed in a previous agenda item and will require a public notice.

Funding Expected:

Funding Account:

Legal Review Required:

Recommendation: Determine to remove alternates or continue utilizing alternates

AGENDA ITEMS AA



Agenda Commentary

Meeting Date: Thursday, November 12, 2020

Department: Administration

Contact: Shannon Montgomery

Agenda Item:

AA. Discussion and any necessary action regarding filling vacancies on the Planning & Zoning Commission

Type of Item: Discussion & Direction

Summary-Background:

There are two vacancies on the Planning & Zoning Commission. The City began advertising on Friday, October 16, 2020. The City has received two application thus far and alternate Kristi King has expressed her interest in moving to a seated position.

Alternate 2, Jo Ann Wilson is no longer on the Commission due to being elected Mayor.

Funding Expected:

Funding Account:

Legal Review Required:

Engineering Review:

Supporting Documents attached:

Applications received since advertising began.



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

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COMMITTEE APPOINTMENT APPLICATION

Applying for: ☐ Parks and Recreation ☒ Planning & Zoning

Notes: To apply for a Board or Commission, you must be a resident of Rhome.
All information on this form will be available to the press and public.
You will be contacted before any action is taken on your application.

Please type or print clearly:

Name: Michelle Tye Home Phone: N/A

Address: 105 N. School Rd. Cell Phone: [REDACTED]
Rhome TX 76078

Email: [REDACTED] Voter Registration #: 2138739696

How long have you lived in Rhome? 3 years

Occupation: Police Officer K9
If retired, please indicate former occupation or profession.

Education: Still working toward Bachelor's Degree, Midwestern State

Professional and/or community activities: School demos for career day,
CrossFit instructor - teach health and well being to officers

Additional pertinent information: _____

References:

Name: Shawn and Tami Holliman Phone: [REDACTED]

Name: Heather Bill Phone: [REDACTED]

Michelle Tye
Applicant's Signature 10/18/20
Date

Please return completed form to: Shannon Montgomery, TRMC
City Secretary
Physical Address: 501 South Main Street, Rhome, Texas 76078
Mailing Address: PO Box 228, Rhome, Texas 76078



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

COMMITTEE APPOINTMENT APPLICATION

Applying for: ☐ Parks and Recreation ☒ Planning & Zoning

Notes: To apply for a Board or Commission, you must be a resident of Rhome.
All information on this form will be available to the press and public.
You will be contacted before any action is taken on your application.

Please type or print clearly:

Name: Sarah Hahs Home Phone: [REDACTED]

Address: 1124 Mount Lane Cell Phone: [REDACTED]
Rhome Texas

Email: [REDACTED] Voter Registration #: 11680911653

How long have you lived in Rhome? 5 years

Occupation: Financial Services Manager; Registered Investment Advisor
If retired, please indicate former occupation or profession.

Education: B.A. in Economics, MBA with concentration in finance

Professional and/or community activities: Sevent Hills PTA; served many year supporting Habitat for Humanity, North Texas Special Olympics; TRWA Trash Bash

Additional pertinent information: Being born and raised in Wise County, my passion is to help support economic development for our residents in Rhome.

References:

Name: Heather Banks Phone: [REDACTED]

Name: Kurtis Freeman Phone: [REDACTED]

Sarah Hahs

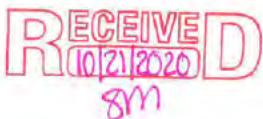
Applicant's Signature

10/18/2020
Date

Please return completed form to: Shannon Montgomery, TRMC
City Secretary

Physical Address: 501 South Main Street, Rhome, Texas 76078

Mailing Address: PO Box 228, Rhome, Texas 76078



AGENDA ITEMS BB



Agenda Commentary

Meeting Date: Thursday, November 12, 2020

Department: Administration

Contact: Shannon Montgomery

Agenda Item:

BB. Discussion and any necessary action regarding online Code of Ordinances Services

Type of Item: Contract/Agreement

Summary-Background:

The City started researching codification services and found that many cities use Municode:

1. Municode is less expensive and would save money
2. Municode would allow for quicker updates to the Code as all updates to the Code of Ordinance would be done in-house, within one week of Ordinance approval; current update time is quarterly.

Funding Expected: Expenditure, Budgeted

Funding Account: 10-61600-10 Dues & Subscriptions

Legal Review Required: Required

Recommendation:

Staff recommendation is to move forward with Municode to increase efficiencies and save money.

AGENDA ITEMS CC



Agenda Commentary

Meeting Date: November 12, 2020

Department: Administration

Contact: Cynthia Northrop

Agenda Item:

CC. Discussion and any necessary action regarding Solid Waste Collection Contract options for service

Type of Item: Contract/Agreement

Summary-Background: At the last City Council meeting, Council awarded the bid to Waste Connections with a directive to gain feedback via survey from residents on service preferences (Options WC provided in the proposal). Council has been provided the background material including: 1.) Raw Survey Data, 2.) Results, 3.) Waste Connection proposal 4.) Sample contract (minus specifics of which option).

We received 28 responses and a majority vote for Option 1 as 1st choice. Keep in mind the following components across each option:

1. Includes a 95-gallon cart: This is a much larger container than residents have been accustomed to and may accommodate and/or be equal to the amount of trash most residents dispose of with twice weekly service.
 2. If a curbside recycling component is selected, it would also include a 65-gallon cart.
 3. Quarterly curbside hazardous waste is included in all options
-

Funding Expected: Budgeted **Item:** Yes

Legal Review Required: Required

Supporting Documents attached: blank survey

Recommendation: Select option 1,2, or 3 and authorize staff to execute the contract



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 - a. Exhibit 1. Cover Letter
 - b. Exhibit 2. Proposer Certification and Addenda Acknowledgement
2. Scope of Work.....
3. Municipal Experience.....
4. Surety / Insurance (also see contract tab 6).....
5. Pricing.....
6. Contract copy (example).....
7. W9.....
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9. Exceptions.....



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TAB 1



WASTE CONNECTIONS OF TEXAS
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Cover Letter

City of Rhome

October 14th,
2020

Attn: Cynthia Northrop, City
Administrator
PO Box 228
Rhome, Texas 76078

**RE: Request for Proposal Municipal Solid Waste Collections Disposal
and Recycling Services for the City of Rhome, Texas**

Due Date/Time: Wednesday, October 14, 2020 at 1:00 P.M. (CST)

Dear Cynthia:

Waste Connections would like to take this opportunity to thank the City Council and City Staff for this invitation to participate in the City of Rhome's Request for Proposal process. We are both pleased and excited about the opportunity to submit a proposal response with qualifications to continue to provide solid waste collection services for the City of Rhome. Submitted is the enclosed response to the City's Request for Exclusive Solid Waste and Recycling Disposal Services.

Following is a summary of the main points of our proposal:

Response to City of Rhome RFP - Attached is our proposal and supporting documentation addressing the City's needs and requested services. Waste Connections attached proposal is subject to and contingent upon the mutual contract negotiations should our RFP response be selected.

Complete and Accurate Proposal Statement - The information contained in this Proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete to the best of the Proposer's knowledge. This proposal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the City as to any material facts. We are always open to meet with the City to discuss our proposal.

Authorized Negotiators - The points of contact for Waste Connections shall be:

Abel Moreno, District Manager
4001 Old Denton Rd
Haltom City, TX 76117
O: 817.222.2221 | C: 817.223.8186
Abel.Moreno@WasteConnections.com

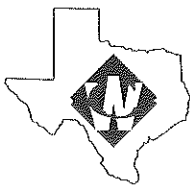
Waste Connections previously "Progressive" has held the contract since 2001. Throughout our Denton, Fort Worth and Dallas markets we employ over 950 employees and operate over 580 pieces of equipment. What has separated us in this market is our ability for best in class service while maintaining a small business feel as we can make decisions at the local level. We certainly don't wish any major Act of God events among any of our Cities. But when events such as COVID, or a large weather event like a tornado strikes, the municipalities we serve in this market will not have service impacted with the amount of support available to us. We are aware of the City's interest in including Carted Trash Service as well as Recycling. Waste Connections is customizing this RFP to be able to continue the outstanding service provided along with these requested services.

In closing, we appreciate this opportunity for Waste Connections and other solid waste collection companies to submit our proposal's with qualifications for residential municipal solid waste collection, disposal and recycling services for the City of Rhame. Upon review of our proposal, should you have any questions, do not hesitate to contact me personally to address your questions or concerns.

Respectfully submitted,



Abel Moreno, District Manager
Waste Connections



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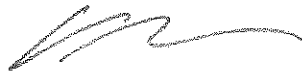
**UNANIMOUS WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
WASTE CONNECTIONS LONE STAR, INC.**

The undersigned, being the sole director of Waste Connections Lone Star, Inc., a Texas corporation, hereby consents to the following actions and adopts the following resolution pursuant to the Bylaws of this corporation:

BE IT RESOLVED that Abel Moreno, District Manager of the Company, be, and he hereby is, authorized to sign and submit the Company's proposals, and execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as he may deem reasonably appropriate or necessary, pertaining to the Request for Proposal, to provide Municipal Solid Waste Collection, Disposal and Recycling Services for the City of Rhome, Texas, as well as any contract documents that may result from the submission of this proposal, and that any such action taken to date involving the above proposal is hereby ratified and approved.

IN WITNESS WHEREOF, the undersigned sole director of Waste Connections of Lone Star, Inc. has duly executed this Written Consent in The Woodlands, Texas on the date set forth opposite his name.

Dated: October 13, 2020



Worthing F. Jackman, Director

**REQUEST FOR PROPOSAL (RFP)
MUNICIPAL SOLID WASTE COLLECTION,
DISPOSAL AND RECYCLING SERVICES
FOR THE CITY OF RHOME, TEXAS**

**October 7, 2020 Proposal
Question and Answer Session**

Attendees:

City of Rhome:

Sean Densmore, Public Works Director
Shannon Montgomery, City Secretary
Shaina Odom, Permitting

Vendors who provided contact information:

Scott Hunter, Frontier Waste
Shawn Eiras, Frontier Waste
Jake Pavelka, Rhino Removal
Abel Moreno, Waste Connections

Thank you all for attending our virtual meeting this afternoon, please find the questions asked and City's responses below:

- 1) Do you have a list of commercial customers with service details? Name, location and size of container, frequency of pickup?

Account Name	Account Address	Container Quantity	Container size	Service Frequency
Seven Hills Market	10326 Highway 287 S	1	8	1
El Gallo	10326 Highway 287 S	1	6	1
Dairy Queen	100 Highway 287 S	2	6	2
Jordan Truck Sales	359 Denton	1	8	1
Eagle C Stores	700 S Main	1	6	1
Saad Enterprises	105 N highway 287	1	6	1
Motel 6	300 Holly pkwy	1	6	1
CYNTER MANAGEMENT	800 US HIGHWAY 287	1	3	1
WISE STEWARD LLC	600 MAIN S	1	6	1
DOLLAR GENERAL #11334	550 S MAIN ST	1	4	1
SWAN MANAGEMENT CO.	175 LOGAN CT W	2	4	2
BEST VALUE PHARMACIES	400 S MAIN S	1	2	1
RAMAH BURNS	300 S MAIN ST	1	4	1
MODERN WELDING CO. OF T	200 MAIN ST	2	8	2
HELEN WELLS	250 E MORRIS ST	1	3	1
AURORA COUNTRY AUCTION	160 E 1ST	1	8	1
CITY OF RHOME SEWER PLAN	201 QUAIL RIDGE VIRGINIA L	1	4	1
TIME OUT RHOME	100 N MAIN ST	1	6	1
FIRE DEPARTMENT	261 N SCHOOL RD	1	8	1
FIRE DEPARTMENT FOR RHO	261 N SCHOOL RD	1	8	1
TACO CASA	201 N SCHOOL RD	1	8	2
RHOME POLICE DEPT.	400 W BC RHOME AVE	1	3	1
Good Morning Doughnuts	106 N Main St	1	2	1
EXXON/CASPIAN MNGMENT	405 W BC RHOME AVE	1	8	1

- 2) If not, do you have the # of each container size and frequency? *No*
- 3) Do you have the frequency on the city's dumpsters?

Location	Size of Container	Quantity of Containers	Frequency
City Hall	N/A		
Library	N/A		
EWWT	20 yard roll off 3 yards	1 1	2x a year 1x weekly
WWWT	20 yard roll off	1	2x a year Sludge from WWTP
Community Center	RECYCLER ONLY/8YARD	1	1x weekly
City Park	N/A		
Fire Department	8 yards 6 yards	1 1	1x weekly 1x weekly

- 4) Do you have the # of commercial businesses with trash cart service? *Currently no trash carts*
- 5) The residential house count is 575 according to the RFP.
 - a. Do you have any new subdivisions currently being developed? Do you have the # of homes at full subdivision buildout? *No*
 - b. Do you have any new subdivisions coming online in the next 2-3 years? Potential # of new homes for 2021 and 2020? *No*
- 6) Is the residential section behind Chisholm Trail Middle School part of the city limits and included in the house count of 575? *Yes – half of this development is shared with the City of Newark, we have approximately 60 in this residential section*
- 7) The City's website doesn't provide clear details on the city's current service levels:
 - a. Does the city currently have curbside recycling service? *No*
 - b. The city's website shows a drop off container, is this the only recycling service? *Yes, located at the Community Center, 261 North School Road, size is 8 yards, once a week pickup*
 - c. Bulk is currently collected 1 x per week, unlimited amount? *Bulk is picked up 2x weekly, yes unlimited – current contract is a "take all" contract*
 - d. Does Current provider supply each resident with a trash cart (bag service and personal carts)? If you have trash carts, how many homes/residents are paying for extra trash carts? *No*
- 8) Does the city currently have a household hazardous waste program? If so, is it 1 x year drop off event? *No*
- 9) Does your current service provider give the city the annual amount of residential trash tons collected? Could the City provide the total tons for 2019 and year to date 2020? *No*
- 10) The container at the WWTP, does the City or the Provider complete the necessary paperwork to unload the sludge containers? *Provider does paperwork, takes the sludge and sends information to the City.*
- 11) Does the sludge container have a liner? *No*
- 12) Do you want to continue the "take all bulk" model? *Yes, but this option is negotiable*

- 13) Is there a current franchise agreement and what are the terms of that agreement? *Yes, the City has a franchise agreement with our current provider, the send in quarterly checks regarding commercial and discount a percentage on the residential invoice to the City.*
- 14) Do you provide your residents with “dumpster days”? *Yes, two consecutive Saturdays in the Spring and two consecutive Saturdays in the Fall.*
- 15) When in the end of the contract and are you month to month with your current provider? *The City has planned the RFP to be awarded in time to terminate the existing contract, within the current terms. The RFP states that we would like to start the new contract/service as close as practical to January 1, 2021.*
- 16) Do you plan on the annexation of land in the near future? *No, we are not considering annexation plans within the next couple of years. The City would like to point out that if you are driving through Rhome, you will notice a large property starting to build, the City will not be providing trash to that property, it is currently in the City’s ETJ.*

The City will try to reach out to our current vendor to get answers for the questions the City did not have an answer for. If the City receives this information, it will be provided to all.

**REQUEST FOR PROPOSAL (RFP)
MUNICIPAL SOLID WASTE COLLECTION,
DISPOSAL AND RECYCLING SERVICES
FOR THE CITY OF RHOME, TEXAS**

**October 9, 2020
Question and Answer**

The City of Rhome has received the following question on Friday, October 9, 2020

- 1) Does Rhome have any new commercial projects (grocery store, etc...) in the pipeline?
Currently, the City has no new commercial projects underway. The City would welcome commercial projects and is working on economic development endeavors.



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ADDENDA

City of Rhome

October 14th,
2020

Attn: Cynthia Northrop, City
Administrator
PO Box 228
Rhome, Texas 76078

**RE: Request for Proposal Municipal Solid Waste Collections Disposal
and Recycling Services for the City of Rhome, Texas**

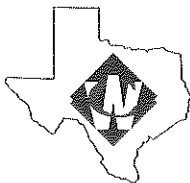
Due Date/Time: Wednesday, October 14, 2020 at 1:00 P.M. (CST)

Dear Cynthia:

I hereby accept all ADDENDA and ACKNOWLEDGE.

Respectfully,

**Abel Moreno, District Manager
Waste Connections**



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TAB 2



WASTE CONNECTIONS, INC.
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Scope of Work and Services to be performed

◆ Residential Solid Waste Collection

Waste Connections understands fully that it will be our responsibility for providing residential Options for curbside solid waste service. Each resident will be provided with communication and marketing material on instructions to properly set out the new carted service. Waste Connections will also provide instructions and expectations on curbside recycling. All cart and containers used will be 95 gallon trash and 65 gallon recycling containers to create uniformity within the City.

All drivers will direct haul materials to the disposal facility Denton County Landfill or DFW Landfill at the end of each route or if packed out on the route, whichever occurs first. If the driver packs out on the route after emptying his truck at the disposal facility he will then return to complete his route.

◆ Hazardous Waste Collection

Waste Connections will hire a 3rd party vendor once per Qtr. to dispose of Hazardous Household waste. We will work with the City to administer the best practice for this whether by curbside or to select a drop off point within the City.

What's accepted?

- Automotive fluids
- Batteries
- Cleaners & chemicals
- Cooking oil
- Lawn/garden/pool chemicals
- Light bulbs
- Paint & painting supplies

◆ Recyclable Material to be Collected

Waste Connections will collect the following material and take to Pratt Industries 1401 S Mayhill, Denton TX 76208:

We accept a variety of recyclable materials including all types of paper, newspapers, magazines, catalogs, office paper, books, corrugated cardboard and mail. Additionally, we accept LDPE film, PET

and steel banding, pallets, plastic containers (# 1-7 as well as other types of plastics), aluminum cans, and steel cans, clear glass. 65 gallon carts will be used for recycling. The recycling carts will be Blue, garbage will be Green to distinguish.

Contaminated Recyclable

Communication by the form of tags and notices will be placed on the residents containers when contamination occurs and is noticed by the trucks hopper camera. Residents that continue to contaminate will be reported to the City where an amicable solution can be made on whether to continue recycling with the resident.

❖ Residential Services Collection Route Schedules and Maps

Should Waste Connections be the contract chosen to serve the City of Rhome, we will coordinate all routing with the city to ensure that depending on the option the City chooses, all residence will be serviced efficiently.

❖ Safety Policy and Procedures

- All employees adhere to all DOT laws and regulations, as well as conduct annual Smith System training. Daily Safety meetings are conducted, as well as monthly observations from a Supervisor.

Method of Approach and Sustainable Solution -

The Waste Connections Method of Approach consists of the following key benefits and elements:

❖ Residential Solid Waste Services:

- **Option 1:**
-2 x week Trash 1 x week Recycling/1 x Qtr. Bulk/Brush and Hazardous clean up/ ASL and REL trucks will be used to service residence
- **Option 2:**
❖ *-1 x week Trash 1 x week Recycling/1 x Qtr. Bulk/Brush and Hazardous clean up/ ASL and REL trucks will be used to service residence*
- **Option 3: No Recycling Option**
❖ *-2 x week Trash/ 1 x Qtr. Bulk/Brush and Hazardous clean up/ ASL and REL trucks will be used to service residence*

All services will be completed on the same service routes and days as the current Solid Waste Contract. Should Waste Connections be the selected Service Provider we will coordinate with the City and schedule the Quarterly bulk/brush and Hazardous pick ups. Waste Connections will also coordinate the publication and announce the changes.

Service & Safety

In order to prevent service interruptions Waste Connections has developed the following response system in the event of mechanical issues/breakdowns:

- ❖ Upon notification of mechanical failures or breakdowns from route personnel, dispatcher will immediately notify a mechanic.
- ❖ Mechanic will respond within 60 minutes to diagnose mechanical failure and then is required to contact dispatch if spare units must be utilized.
- ❖ In the event a spare unit is required, the operations supervisor will act promptly in delivering vehicle to the route.
- ❖ In the event a route has been delayed, all route trucks completed will continue to support delayed route until route is complete.
- ❖ The pre-recorded message system will be revised to communicate status to concerned customers. ❖ The operations manager will notify the designated City representative immediately upon receiving Notification of expected delays.
- ❖ Upon completion of delayed route, the operations manager will contact city representative.
- ❖ The operation manager will complete the procedure with a written explanation describing the reason for delay and action taken to correct the situation.
- ❖ In the event the spare units are unavailable, the District Manager will notify the Division Manager and make arrangements for vehicles to be sent from another District.

In order to prevent service interruptions, Waste Connections has developed the following response system in the event of temporary barriers to collection, including blocked streets:

- ❖ In the event a street is temporarily blocked, the driver is responsible for reporting the situation immediately to dispatch and will return at the end of the route to service the street.
- ❖ If the street remains blocked, it is the responsibility of the supervisor to report the service delay to the City and monitor the situation until, service can be provided.
- ❖ Service will be provided immediately upon the reopening of the street as long as the safety and health of Waste Connections employees or the public is not placed in danger.

In the event of delays associated to winter weather, the Waste Connections response plan is the following:

- ❖ During winter weather all operation supervisors will begin street patrol to begin safety evaluations.
- ❖ In the event winter weather occurs during the night or is expected to occur, Waste Connections supervisors are required to report to work by 4:00a.m.
- ❖ If ice or snow is present, supervisors will complete street patrols by 6:00a.m.
- ❖ It is the responsibility of the District Manager or Route Supervisor to contact the designated City representative to review the situation.

- ❖ The Manager or Route Supervisor is responsible for coordinating all make-up schedules with designated City representative.
- ❖ All route days missed due to inclement weather will be made up the first day following the inclement weather in effort to reestablish a normal operating schedule.
- ❖ The pre-recorded message system will be revised to reflect change in schedule any notify of plans to re-establish regular route schedules.

Waste Connections understands the importance of responding to environmental issues with urgency. Waste Connections is compliant with all OSHA standards and clean all incidents per OSHA regulations. We partner with Hazmat cleaning companies in the event the need arises.

SAFETY

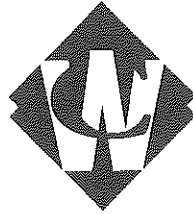
It is Waste Connections policy to conduct all operations in a safe and healthful manner. The Safety and Health of every employee is a fundamental consideration in every business decision and plan, and all reasonable precautions will be taken to protect employees from injury and illness. We are equally committed to protecting the public, company property, and our customers from events that could cause harm or economic losses due to our operations.

Our goal is to prevent the occurrence of all work-related injuries, illnesses and property losses. It is our philosophy that, by striving to eliminate unsafe conditions and actions, as this is our first core value within Waste Connections.

In the event of an operational motor vehicle incident, our procedure includes:

- ❖ Contact 911 to report the incident.
- ❖ Second notification would be to dispatch or supervisor.
- ❖ Upon notification of incident, supervisor will report to the scene immediately.
- ❖ All pertinent information is gathered and/or exchanged (location, time, parties involved, witnesses, conditions, license number, extent of damage, etc.)
- ❖ Depending on the severity of the incident or event, Waste Connections will notify the appropriate agency and/or City.
- ❖ Supervisor notifies the District Manager and submits a full Incident Report which includes 3rd eye camera footage.
- ❖ Waste Connections conducts an Incident Review Board (IRB) for all incidents
- ❖ All Waste Connections equipment has video recording capable of recording 360 degrees around the vehicle when it is operational. The video's can be brought up and viewed at anytime by management
- ❖ All Waste Connections equipment and vehicles have GPS capabilities installed. This capabilities can record both live and provide historical data.

- ❏ Waste Connections does not believe the RFID or barcode process is very cost efficient to the municipalities as the barcodes and RFID tags wear off in time. These devices become expensive to keep up with and are more of a distraction to equipment maintenance.



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NOTICE: Important Changes to Garbage Collection - Effective February 1st 2021

What are the important changes?

The CITY OF RHOME has selected Trash "Carted" service as well as Recycling

- **Placement Requirements**

- Carts should be placed in the street **by 7am** with the wheels against the curb or at the edge of the paved street with the front facing the street. The automated trucks cannot service containers set out backwards.
 - Do not set garbage carts in alleyways.
 - **Allow for 2 feet of space on all sides** from any fence, gas meter, telephone pole, utility box, tree, shrub, additional collection container, or other potential obstruction.
 - Vehicles should not be parked on the street near the container. Allow plenty of space for the garbage truck to maneuver in front of the cart.
 - Loose trash should be bagged to reduce litter. Individual items placed in the cart can be dropped or blown away when it is dumped, creating unsightly litter in your neighborhood and potentially clogging storm drains.
 - Only garbage contained inside the cart will be collected. Do not place bags on top of the roll cart or on the side of the roll cart.
 - Do not overfill the roll cart. Tightly compacted bags or trash inside the roll cart may not come out when serviced.
 -
- Driveway collection is provided to physically challenged citizens who are *sole residents* at the address where service is requested, unless all other residents at the service address have disabilities which prevent them from placing waste items at the curb for collection.

*Should a resident request to apply for disability services please call Waste Connections at (817)222-2221.

NEW SINGLE-STREAM RECYCLING PROGRAM

CITY OF RHOME TO START SINGLE STREAM RECYCLING

The City of Rhome and Waste Connections are excited to partner together and improve service with the new Single Stream Recycling program using 95 gallon carts. The new recycling program will begin on the week of **February 1st 2021**. Once a week Recycling services will be scheduled on the same day as your trash service day.

Waste Connections will provide each resident with one (1) 95-gallon cart. The new recycling carts will be delivered before February 1st 2021.

In an effort to better service you, please place your recycling carts at the curb no later than 7:00 a.m. Please try to place all of your recyclables into your cart without overfilling to minimize spillage. We believe that this not only looks better than an open container, but it also insures that your container does not fill with rain water or scatter litter on windy days.

New Recycling Program Highlights:

- Program Start Date – **February 1, 2021**
- Service Day – Same as your scheduled trash day.
- Cart – Delivered to each resident prior to February 1, 2021.

Single Stream:

The new recycling program is called "**Single Stream**" recycling. It's the future for responsible resource conservation and an important step toward meeting the City of Rhome's goal to be a Greener community. It also creates a significant opportunity for the community to get a lot closer to their waste reduction goals through a revolutionary new system called Single Stream Recycling.

Customers may now recycle the following materials:

PLASTICS #1 - #5 & #7 - Water, soda and juice bottles, milk jugs, shampoo, conditioner & liquid soap bottles, detergent bottles, bleach and all-purpose cleaner bottles, margarine tubs, yogurt containers, empty medicine bottles, Clean frozen food trays, plastic lids from bottles, plastic takeout containers, plastic produce containers, plastic disposable plates, cups and utensils (check for recycling number).

PAPER - Newspapers and Inserts, magazines, catalogs, junk mail and envelopes (No product samples; envelope labels and windows are OK), boxboard (thin cardboard like cereal boxes, shoe boxes, soda cartons, etc.), holiday and greeting cards, phone books, home office paper (sticky notes, manila envelopes and file folders and paper ream wrappers are OK), paper bags, except gift bags.

METALS - Aluminum cans, such as soda cans, tin & steel cans, such as soup cans and tuna cans, empty aerosol cans, metal lids from glass jars.

GLASS - Clear, green and amber glass. Put the glass containers in your recycling cart with all your recyclables. There is no need to remove labels. Metal lids from glass jars may also go in your recycling cart.

CORRUGATED CARDBOARD - Corrugated cardboard is thick and has a wavy middle layer. Moving and mailing boxes are usually made from corrugated cardboard.



Waste Connections
802 Topeka Ave
Justin, TX 76247
817-222-2221



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Personnel Training, Safety Policy and Procedures

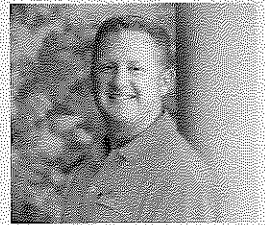
SAFETYDRIVEN

www.wasteconnections.com

Two of the characteristics of an effective Waste Connections servant leader is their ability to care for others and their passion for the safety of those they have the privilege of leading. That is the essence and purpose of SAFE Observation & Conversations. Whether reinforcing a safe behavior or taking the time to coach and change an unsafe behavior, we must recognize the importance of the SAFE Conversations in building and sustaining the Waste Connections Culture of Safety and driving to ZERO Preventable Incidents. We must champion the change at every opportunity. It is our passionate pursuit for that purpose that makes us the uncommon company we are.



Ron Mittelstaedt
Chairman & CEO



PERSONNEL, TECHNOLOGY AND SAFETY

Waste Connections actively recruits, hire and train personnel to service our business partners and communities. Personnel recruited from the local area will be required to meet all applicable DOT requirements as well as pre-employment physical and drug screen requirements of Waste Connections. Random alcohol and drug screens are administered in accordance with DOT requirements and company policy while employed with Waste Connections. Route training will start upon the award of the contract to Waste Connections. After employment, our employees undergo intensive training relative to equipment operations, safety and customer service.

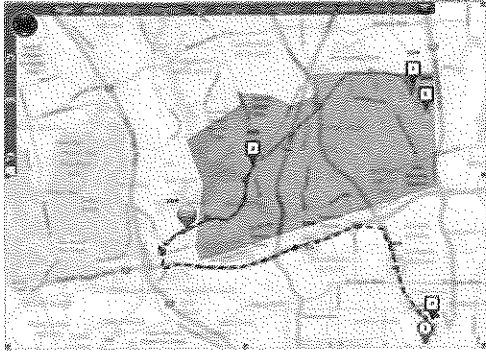
All personnel involved in the performance of residential, commercial and construction and demolition debris collections are provided uniforms that clearly displays Waste Connections on the uniform and are readily visible to motorists. Uniforms and identification are required to be worn by personnel at all times while providing services.

Safety and accident prevention is a company-wide priority. Waste Connections is committed to implementing, maintaining and enforcing a rigorous safety and training program to ensure the Company operates in the safest possible manner. Waste Connections will provide a safe and effective service to the City. Waste Connections has established specific policies, procedures and rules governing the activity and conduct of our personnel to assure we will operate in safe and fair manner that will mutually protect Waste Connections and the Customer.

Waste Connections has a designated District Manager that is involved with the hiring, training, and ongoing education of our drivers, staff and management team. All drivers must attend monthly safety and training meetings to maintain the highest level of safety awareness and a consistent focus on safety to minimize risks associated with common accidents within the solid waste industry. Waste Connections belief in safety is such that we tie driver incentives to safety training and performance.

Waste Connections follows and incorporates all Federal and State Department of Transportation rules and regulations. Compliance is monitored by our Safety Manager, in conjunction with our operational supervisors and staff to maintain a detailed records system for each driver. Driver's individual, as well as department records are reviewed, and updated regularly to assure that each driver is in compliance to DOT hours and Waste Connections Safety Policy.

TECHNOLOGY



DRIVECAM technology is utilized throughout the Waste Connections fleet. The **DRIVECAM** program consists of a palm-sized digital event recorder mounted in the vehicle, cellular upload process, **DRIVECAM** Online (DriveCam's web-based review system) and regular Program Reviews. The Program is designed to capture video and audio inside and outside the vehicle when triggered by abrupt actions (such as hard braking, sudden acceleration, swerving or a collision) and provide real-time feedback to the driver. The risky driving events are then analyzed, scored and posted to a secure website for driver coaching and improvement. This allows Waste Connections to consistently monitor, identify, correct, retrain and maintain our rigorous safety program to assure we operate in a safe and responsible manner when servicing the community. An additional feature to **DRIVECAM** is the GPS locator system called Fleet Tracking. Fleet Tracking provides real time view of fleet operations – helping to ensure compliance and improve productivity.



Integrated Camera Systems, Event Recording, Object Detection and Tire Pressure Monitoring



3RD EYE MOBILEVISION back up camera system designed to withstand shock and vibrations up to 10G, repel water intrusion, salt and handle extreme temperatures. Complete recording capabilities are available through our built-in SD Card Monitors and stand alone mobile DVR units, maximum safety management through real-time recording and user-friendly operation and driver behavior management reporting.

Our SAFETY POLICY

Waste Connections is committed to the protection of employees, contractors and their employees, visitors and property from accidental loss, to maintaining a safe and healthy working environment in compliance and accordance with acceptable business practices, industry standards and regulations, and to striving to eliminate foreseeable health and safety hazards.

Waste Connections expects health and safety to be a part of every employee's daily routine and that all employees will perform their jobs safely and will consistently follow proper work methods in accordance with the requirements of applicable regulations and established procedures and operating philosophy. It is the responsibility of every manager and supervisor to ensure that safe and healthy working conditions are maintained at all times. Employees are responsible for and will be held accountable for complying with the Health and Safety Program and for reporting all unsafe and unhealthy conditions.

Specifically, it is the policy of Waste Connections to:

- ◆ Comply with all federal, state and municipal safety regulations and to implement and maintain a Health and Safety Program, which meets or exceeds regulatory requirements.

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- ❖ Conduct business activities, practices and procedures that minimize the risk of injury to employees and other persons and to ensure that all Waste Connections facilities and equipment are operated with the utmost regard for personal safety.
- ❖ Require its managers, supervisors, employees and contractors to comply with the OSHA and other federal, state and municipal applicable safety regulations and requirements.

To affect this policy, Waste Connections:

1. Prepares and implements policies, procedures, operating practices and training programs on safety, job hazards, safe equipment operation and working practices that will minimize the risk of injury to employees, contractors and the public.
2. Hold the District Manager accountable for compliance with this policy at all times. The District Manager will also assign an Environmental Health and Safety Coordinator for each District location who will report to the District Manager.
3. Establish and maintain workplace health and safety committees or workplace representatives in accordance with regulations, or in the absence of regulations, to appoint at least one non-managerial representative for each location.
4. Ensure that all employees receive regular training and have a complete understanding of health and safety issues and safe work procedures required by the Health and Safety Program and to require employees to raise safety issues to their supervisor and require supervisor to take the necessary action to investigate and correct any unsafe conditions found.
5. Ensure that employees, visitors and contractors are informed of Company rules and regulations to conduct their activities with utmost regard for their personal safety and for the safety of others and report unsafe conditions to their supervisors.
6. Conduct regular inspections and audits at each location to ensure compliance with this policy and with regulations.

Non-Compliance with this Policy

Any employee who, within the scope of their duties, engages in or authorizes unsafe activities or who fails to take reasonable precautions to prevent violations of any health or safety law, regulation, permit or order applicable to the operations or facilities of Waste Connections will be subject to disciplinary action, which may include verbal and written warnings, suspension or termination. No disciplinary action will be taken against any employee who conducted their business activities under the instruction of another employee in a supervisory position.

Our Driver Qualification and Hiring Policy

Waste Connections believes that our employees are our most valuable assets, and that the success of the company is determined by the quality of its employees. Because of these beliefs, the personnel selections of the company are extremely important. The company is committed to hiring only the best and most qualified available drivers. To help carry out this commitment, Waste Connections has implemented the following driver qualification procedures.

Qualification Procedures

Waste Connections' driver hiring qualification standards and procedures have been developed to achieve two goals. The first goal is for the company to meet or exceed all Federal Motor Carrier Safety Regulations (FMCSR) concerning driver qualification. The second goal is to select only the best available drivers: Drivers who share Waste Connections' values and goals of operating in a safe, legal, and professional manner.

Hiring Standards

Waste Connections hiring standards require all driver applicants to be a minimum of 21 years of age, and have a minimum of (3) years verifiable driving experience. Waste Connections hiring standards require that only those driver applicants with (0) zero chargeable or preventable motor vehicle accidents within the past (3) years will be considered for employment. Because of Waste Connections' commitment to safety, the company will not consider driver applicants who fail to meet the above standard.

Waste Connections hiring standards also require that only those driver applicants with (2) or fewer violations of motor vehicle laws (other than violations involving parking only) within the past (3) years will be considered for employment. An applicant who has incurred more violations than the above standard has demonstrated a pattern of unsafe driving behavior which Waste Connections finds unacceptable in any prospective driver associate. (Sec. 383.51, 391.15, and 391.23)

Waste Connections will not consider for employment a driver applicant convicted of any offense involving the operation of a motor vehicle while impaired by alcohol.

Waste Connections will consider for employment a driver applicant who has been convicted of an offense involving the operation of a motor vehicle while impaired by alcohol only if the applicant has had no similar incidents within the past three (3) years.

Waste Connections will not consider for employment a driver applicant who has been convicted of any careless or reckless driving of a motor vehicle offense within the past 3 years. Drivers convicted of operating a motor vehicle with willful or wanton disregard for the safety of persons or properties are considered to be unsafe by the company. This kind of behavior is unacceptable in any prospective Waste Connections driver. (Sec. 383.5 and 391.15)

Waste Connections will not consider any driver applicant who has been convicted of a criminal offense involving a commercial vehicle, including operating while under the influence of a controlled substance, transporting a controlled substance, or a felony involving the use of a commercial motor vehicle. (Sec. 383.51 and 391.15)

Drivers will be expected to converse with other company employees, our customers, and the general public. Therefore, Waste Connections requires all driver applicants to be able to read and speak English sufficiently to be able to perform all duties and functions of the job. (Sec. 391.15 (b) (2)). Driver applicants will also be required, because of experience, training, or both, to be able to:

- ❖ Safely operate an Waste Connections vehicle
- ❖ Determine and execute proper cargo securing procedures.

Application for Employment

All driver applicants shall complete an application for employment, furnished by Waste Connections, with the application form containing all of the information required under section 391.21 of the FMCSRs. Waste Connections hiring standards require that driver applicants list all former employers for the past ten (10) years. Any gaps in employment for more than a one-month period must be satisfactorily accounted for on the application.

Due Process Rights

Drivers hired after October 29, 2004, will be notified of their due process rights as specified in Sec. 391.23(i) regarding the information received as part of the background investigation. This notification will be given to the driver prior to a hiring decision in a written form, stating his/her right to review and refute erroneous information. The written notification will appear on the driver application, requiring a signature immediately below the information by the driver applicant as acknowledgment of his or her receipt and understanding. The written notification will be given to the driver in a form separate from the driver application. The applicant will be required to sign and date the form as acknowledgment of his or her receipt and understanding.

License

Waste Connections manager or supervisor will obtain a legible copy of the license of all driver applicants. The hiring manager will conduct a review of the license to be certain it is valid, has not expired, is the appropriate class for Waste Connections vehicles, has the appropriate endorsements, is issued by the applicant's current state of residence, and that the applicant possesses only one license. (Sec. 383.21, 391.23 and 391.11 (b) (7))

Fair Credit Reporting Act Disclosure (FCRA)

Driver applicants will be given a copy of the FCRA Disclosure Statement. If an applicant is not hired based on background

information obtained, the applicant will receive a copy of the record and the summary of consumer rights.

Motor Vehicle Record (MVR)

Waste Connections will request an MVR for driver applicants being considered for employment after the company has received the completed and signed employment application. An MVR will be requested from every state the applicant has lived in during the past 10 years. If an MVR request from a former state of residency comes back indicating "no record found," the MVR request will be placed in the driver's qualification file (if hired) as verification that Waste Connections attempted to obtain the information. Waste Connections managers or supervisors will review all MVR information to determine if driver applicant meets company hiring standards regarding driving records, and will compare the MVR against the employment application to check for completeness and accuracy. (Sec. 391.23)

Background Investigation

Waste Connections will contact all former and current DOT-regulated employers of the driver applicant for the previous years to verify as much of the following as possible:

- ❖ Driver identifying data (date of birth and social security number)
- ❖ Dates of employment
- ❖ Type of work performed
- ❖ Type of vehicle(s) operated
- ❖ DOT-recordable accidents
- ❖ DOT-alcohol and drug testing information

Waste Connections managers or supervisors will review all former and current employer information to determine if the driver applicant meets company hiring standards regarding past and current employment, and to determine if the applicant was truthful about information listed on the employment application. (Sec. 391.23)

Background Investigation of Employers

Waste Connections will contact all former and current employers of the driver applicant for the previous 10 years to verify as much of the following as possible:

- ❖ Driver identifying data (date of birth, and social security number);
- ❖ Dates of employment; and
- ❖ Type of work performed.
- ❖ Type of vehicle(s) operated.
- ❖ Overall work history and performance
- ❖ Record of misconduct regarding employment policies.

The division manager or his designee will review all former and current employer information to determine if the driver applicant meets the company hiring standards regarding past and current employment, and to determine if the applicant was truthful about information listed on the employment application.

Waste Connections requires driver applicants to provide written authorization to the company to obtain drug and alcohol test information for each previous and current employer during the preceding three (3) years. All information from former employers regarding drug and alcohol test results must be in writing and will be retained in the DQ file or separate file(if hired). In the event no response is received from a former or current employer, a note stating this will be placed in the file. (FMCSR, Sec. 382.413)

Physical Examination and Certificate

Waste Connections requires applicants to be fully qualified physically to perform all duties and functions of driving and safely operating a commercial motor vehicle. Pre-employment Department of Transportation (DOT) physical examinations will be performed by the division's assigned medical examiner or clinic. Applicants who successfully pass the physical examination will be issued a Medical Examiner's Certification card. A copy of the Medical Examiner's Certification card will be placed in the driver's qualification file, and the original will remain in the possession of the driver at all times while on duty or operating a company vehicle. (Sec. 391.41, 391.43, and 391.45). Waste Connections

will **not** accept unexpired, valid physical cards from driver applicants in lieu of their passing a pre-employment physical examination. All new drivers must be qualified by the Waste Connections assigned doctor and/or clinic.

Pre-Employment Drug Test

Waste Connections requires applicants for or transferring into safety-sensitive positions to submit to a DOT pre-employment drug screen to be conducted at a collection site designated by the company. These driver applicants shall not be offered employment until a negative test result has been reported.

Road Test and Certificate

Waste Connections requires all driver applicants to successfully complete a road test examination conducted by a Waste Connections manager that will be doing the hiring prior to an offer of employment. The road test examination shall be performed in the type of vehicle the driver will operate for the company. The company's road test examination will be a minimum of 20 miles in length, and cover the following areas:

- | | |
|--|--|
| ❖ A complete pre-trip inspection | ❖ Turning |
| ❖ Placing the vehicle in operation | ❖ Braking, and slowing by means other than braking |
| ❖ Using the vehicle's controls and emergency equipment | ❖ Backing and parking |
| ❖ Driving in traffic and passing other vehicles (if safely feasible) | ❖ Other slow-moving operations |
| | ❖ Safe coupling and uncoupling procedures of a combination tractor and trailer |

Waste Connections is required to provide a record of road test examination form on which the driver's skill in each operation listed above is to be rated. The form is to be signed by the company official conducting the test. The original of this record will be recorded and placed in the driver's qualification file.

Upon successful completion of the road test examination, the Waste Connections official who administered the test will complete a certificate of road test. A copy of the certificate will be given to the driver, and the original will be placed in the driver's qualification file. (Sec. 391.31 and 391.33)

Our Driver Orientation and Training Policy

Waste Connections is committed to having all drivers new to the organization participate in and successfully complete its driver orientation program. Our goal is to make certain that all new driver associates start their careers at Waste Connections with adequate and proper training, the right tools and equipment, appropriate driver support systems, and a thorough understanding of company policies and procedures to perform all functions and duties of their job in a safe, legal, and professional manner.

Orientation Overview

Waste Connections has an orientation program, which all new driver associates are required to complete. Waste Connections orientation program consists of comprehensive classroom training that will cover a variety of subjects. Among the topics are company policies and procedures, company safety compliance, and regulatory compliance. After the classroom portion of the orientation has been successfully completed, all new driver associates will be assigned to a driver trainer. The purpose of this time with a company driver trainer is to evaluate the new associate's overall driving skills and techniques, and to apply what has been learned in the classroom to an actual job situation. This time should also be used to familiarize the new driver with Waste Connections customers, routes, paperwork procedures, policies and procedures, and to answer any questions or concerns which were not addressed in the classroom training.

A new Waste Connections driver associate can expect to spend many days out with a driver trainer. The actual time will be determined by the new driver's overall skill level, experience, and how quickly the driver adapts and adheres to Waste Connections methods and procedures. Under no circumstances will a new driver associate be exempt from being assigned to a driver trainer, regardless of his or her experience or skill level.

Personal Appearance and Conduct

All drivers for Waste Connections are expected to dress, look, and act like professionals. Maintaining a positive, professional, and safe public image is extremely important to Waste Connections. Our drivers are our most visible company representatives to the general public and to our customers, and therefore, need to maintain the highest

personal appearance and conduct standards.

Specific dress code rules for each site and office are to be established in writing and communicated to each employee at their work location. Clothing issued by the Waste Connections is compliant with all OSHA standards for conspicuity.. Employees that are provided with company uniforms are expected to wear them in the performance of their job functions. Employee and supervisory staff that do not receive company uniforms are expected to dress appropriately and professionally for their work environment.

Drivers for Waste Connections are expected to follow all company policies and procedures, and abide by all customer plant safety rules. Waste Connections drivers will be trained in, and expected to obey, all federal and state laws and regulations.

All Waste Connections associates are expected to conduct themselves in a professional manner while at work or on duty. Courtesy and mutual respect for others will be demonstrated at all times. All Waste Connections associates are expected to conduct themselves in this manner, and should expect the same treatment in return. Associates who feel they are not being treated in this manner are to contact their immediate supervisor or division/site manager for resolution of their concerns.

Controlled Substances and Alcohol Overview

Waste Connections is committed to a drug and alcohol-free environment. Use of alcohol or the use, sale, purchase, transfer, possession, or presence in one's system of any controlled substance (except medically prescribed drugs) by any employee while on company premises, engaged in company business, while operating a company vehicle or other equipment, or while operating under the authority of Waste Connections is strictly prohibited. The Federal Motor Carrier Safety Administration (FMCSA) has issued regulations which require Waste Connections to implement a controlled substances testing program. Waste Connections will comply fully with these regulations and is committed to providing all of its employees with a safe and drug-free workplace.

Driver's Vehicle Inspections

Waste Connections is committed to following a strong daily inspection program. Department of Transportation (DOT) regulations require commercial motor vehicles to be inspected every day they are operated. Our daily inspection procedures will help avoid DOT penalties and provide a sound basis for a good inspection and maintenance program. Daily inspection of vehicles will help prevent small problems from becoming big problems.

Driver Pre-trip Inspection

Each driver must be satisfied that equipment is in proper working condition prior to operating a vehicle. This includes the following equipment:

- | | |
|--|-----------------------------------|
| ❖ Service brakes including trailer brake connections | ❖ Windshield wipers |
| ❖ Parking (hand) brake | ❖ Rear vision mirrors and cameras |
| ❖ Steering mechanism | ❖ Coupling devices |
| ❖ Lighting devices and reflectors | ❖ Wheels and rims |
| ❖ Tires | ❖ Emergency equipment |
| ❖ Horn | ❖ Gauges |
| ❖ All fluid levels (i.e. hydraulic, power steering, fuel, coolant) | |

Each driver must also be satisfied that cargo is properly distributed and secured. This includes front-load trucks, side-load trucks, and rear-load trucks that no refuse will blow out from open hoppers. Roll off drivers must check to make sure loads are tarped and that securement straps or chains are connected to boxes. The vehicle's cargo or other objects must not obscure the driver's view or interfere with the driver's movement.

The driver will also review the last completed Driver's Vehicle Inspection Report to verify that any needed repairs were made to the vehicle. If an authorized signature certifies that defects were corrected or that correction was unnecessary, the driver shall sign the third signature line of the form. If the defects noted were not acknowledged by an authorized

signature, the driver shall not drive the vehicle until the defects are handled appropriately.

Driver on-the-road inspections

Once on the road, the driver should do a cursory examination of his/her vehicle at each dump in the landfill or transfer station or anytime the vehicle is stopped for more than 5 minutes.

If a problem is found, the driver will either have the necessary repairs or adjustments made prior to operating the vehicle, or safely travel to the nearest repair facility.

Driver post-trip inspection report

Each driver is required to complete a written report on each vehicle's condition at the end of the day or when he/she finishes driving the vehicle for that day. A vehicle includes a power unit and trailer or trailers. Waste Connections will use an inspection report form that has an original and two copies. The vehicle must be identified on the report. The regulations require that any defects in the following equipment items be noted:

- | | |
|--|-----------------------------------|
| ❖ Service brakes including trailer brake connections | ❖ Windshield wipers |
| ❖ Parking (hand) brake | ❖ Rear vision mirrors and cameras |
| ❖ Steering mechanism | ❖ Coupling devices |
| ❖ Lighting devices and reflectors | ❖ Wheels and rims |
| ❖ Tires | ❖ Emergency equipment |
| ❖ Horn | ❖ Gauges |
| ❖ All fluid levels (i.e. hydraulic, power steering, fuel, coolant) | |

The driver must also note any other defects that would affect the safe operation of the vehicle or result in its mechanical breakdown. The report must also indicate if no defects are found. The driver must sign the report.

No defects: When no safety related problems are reported by the driver, the driver submits (enter your answer) copies of the inspection report to the (enter your answer).

Defects: When a driver reports safety related problems, he/she submits all copies to the maintenance department. A mechanic or maintenance supervisor will sign the report indicating that repairs have been made (or are not required to be made). The vehicle inspection report must be signed by the next driver to operate the vehicle.

Additional Waste Connections health and safety, training and management policies are available and will be furnished upon request.



WASTE CONNECTIONS, INC.
Connect with the Future®

Public Education Awareness

COMMUNITY OUTREACH PROGRAM

Waste Connections takes great pride that customer service, to both the City of Rhome and its residents, is paramount in our corporate thought process. We take our partnerships and the delivery of environmental services very seriously. Our Customer Satisfaction and Community Relations/Education activities are great assets of Waste Connections as we deliver services to communities and businesses throughout the United States. Strong communication with both the City and your residents is a key focus for our company. We at Waste Connections consider our relationships with our municipal customers to be a public/private partnership of which we understand the importance and take great pride.

Information Flyers and Brochures

Waste Connections will provide, both written and electronically, public information in form of either, flyers, brochures, door hangers and notices for all residential customers in the form as approved by the City. The public information will identify the following basic information:

- ❖ When to put trash carts out
- ❖ Scheduled service days
- ❖ What level of trash services will be provided
- ❖ Guidelines for preparing and setting out trash
- ❖ List of acceptable materials for trash collection
- ❖ List of unacceptable materials for trash collection

- ❖ Guidelines on the curbside brush collection
- ❖ Guidelines for arranging special collection of materials not collected with regular weekly collections and any special fees.
- ❖ Contact numbers Waste Connections or the City for questions/complaints/requests/comments.
- ❖ Holiday collection schedule and guidelines

Waste Connections will redistribute the public information forms to the residential customers again after a six months into the contract and annually thereafter. Additional informational flyers, door hangers and/or brochures will be provided to the City to distribute to new residents when they move into the City.

❖ **Newsletter Notifications**

Waste Connections will provide public educational material and update each year through the customer billing statements and the City's newsletter, website or other sources upon request, review and approval by the City, to sustain the educational process and encourage participation by all customers. Waste Connections will also provide public education materials at such times there is any change in schedules, services, materials to be collected or other changes that have been presented to the City for review, discussion and are approved by the City.

❖ **Community Activities and Events**

No one knows the needs of a community better than those who live and work in it. At Waste Connections, our philosophy of local managerial empowerment allows our site managers to give back to their communities in ways that best meet the needs of their communities. This location specific approach to good corporate citizenship results in a kaleidoscope of outreach programs, contributions and support that serve to benefit thousands of people across our service region.

Waste Connections encourages economic vitality and growth in their communities through more than contributions. Throughout the Waste Connections service region, our companies purchase goods and services locally, employ local people, and contribute to the local tax base. We also belong to our local Chambers of Commerce, and sponsor Chamber events that promote the economy. Some of our facilities provide host community benefits packages for their municipalities, as well, that lower residential taxes and provide for municipal capital improvements.

Giving back to our local communities is part of doing business for Waste Connections. One of the most vital groups served by our donations is our emergency service organizations. From southern Texas to Ontario, our facilities help provide equipment, gear, and vehicles for our local fire, police and sheriff's departments. We also give to our ambulance services, Mercy Flight helicopter services and specialized emergency teams.

Another area of vital importance for our giving is the children of our communities. Waste Connections believe in our children, and we have

supported many of our community's children with scholarships, educational and sports programs, and school improvement projects.

Last, but certainly not least, in the area of giving are the local service and community organizations that benefit from our financial backing. We believe that investing in service organizations, such as the Lions Club, Rotary Club, and food pantries will bring great returns to our communities. We also believe that supporting the myriad of local community organizations that come to us for help will make our neighborhoods better places in which to live and work.



WASTE CONNECTIONS, INC.
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Collection Equipment

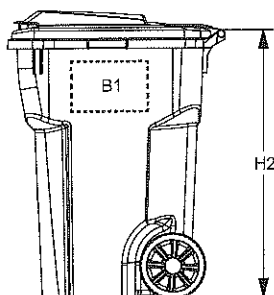
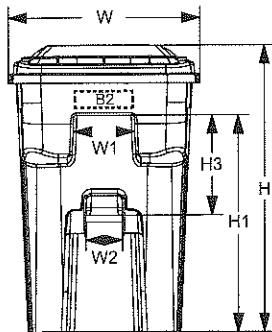
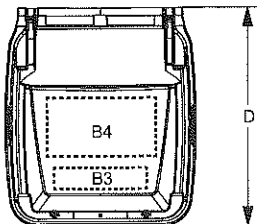
Waste Connections agrees to the stipulations presented in the Rhome RFP regarding equipment. We are proud to use the Waste Connections name on our trucks, no 3rd party advertisements will be allowed. All our trucks are equipped with back up cameras. In fact all our trucks are fitted with 3rd eye technology which allows for 360 degree truck viewing including a view of the cab to address any coaching the driver may need.

Truck #	YR	TYPE	MAKE	MODEL	VIN	BODY	SER.#
1005	2010	REL	MACK	CV713	1M2AX04C9AM007637	NEW WAY	9031K-04-09
1101	2001	REL	VOLVO	WX64	4V5KC9GF52N326817	MCNEILUS	111MMX251314949
1201	2002	REL	MACK	MR688S	1M2K195CX3M021816	MCNEILUS	93MMX251314630
1303	2003	REL	MACK	CV713	1M2AG11C93M005642	MCNEILUS	111MMX251314951
1304	2003	REL	MACK	CV713	1M2AG11C03M005643	MCNEILUS	112MMX251314962
1602	2006	REL	MACK	CV713	1M2AG11C36M029696	HEIL	FP5017668
1614	2006	REL	STERLING	ACTERRA	2FZHCHDC56AU92957	HEIL	
1801	2008	REL	MACK	GU713	1M2AX04C59M006429	MCNEILUS	92SMX251329292
1903	2009	REL	MACK	GU713	1M2AX04C39M006428	MCNEILUS	925MX251325291
2004	2010	FEL	MACK	MRU613	1M2AV02C9AM005913	EZPACK	214210
2005	2010	FEL	MACK	MRU613	1M2AV02C0AM005931	EZPACK	214255
2522	2005	FEL	MACK	MR688S	1M2K189C05M026594	MCNEILUS	31PMA402919299
2525	2005	FEL	MACK	MR688S	1M2K189C06M028217	HEIL	HPE4951118
2606	2016	FEL	AutoCar	ACX	5VCACLVFXHH222913	HEIL	HPE5008003
4103	2011	ROL	MACK	GU713	1M2AX04CXCM010595	GALBREATH	13H32635
4403	2014	ROL	MACK	GU713	1M2AX04CIFM021506	GALBREATH	13H35613
4505	2015	ROL	PETERBILT	357	1N9CX9EX2FD294664	GALBREATH	

4903	1999	ROL	VOLVO	WX64	4V5JCBGF4XN 866539	GALBREATH	
5401	2014	RFEL	MACK	LEU613	1M2AU02C1EM008099	HEIL	HPS5005412
5402	2014	RFEL	MACK	LEU613	1M2AU02C8EM008536	HEIL	HPE5006258
5403	2014	RFEL	MACK	LEU613	1M2AV04C1EM011451	HEIL	HPE5006562
5501	2015	RFEL	MACK	LEU613	1M2AV0409FM009810	HEIL	HPE5007282
5502	2015	RFEL	MACK	LEU613	1M2AV04C4GM010199	HEIL	HPE5007193
6903	2009	CD	FORD	F650	3FRWF65CX9V134276	GALBREATH	13WCH330
6904	2009	CDT	R&D	TRAILER	1Z03435259N477002		
7801	1998	BOOM	MACK	RB688S	1M2P267CXWM 037825	GALBREATH	H10954
9101	2001	SVC	FORD	F250	3FTHX20L01MA64318		
9201	2012	SVC	FORD	F550	1FDUF5GT8CEB 54875	KNAPHEIDE	20111212-0231559
9602	2006	PU	CHEVY	1500	3GCEC14V56G 183635		
9901	2009	PU	FORD	F250	1FTSW20R48ED 19899		

95 Gallon EnviroGuard Roll Out Cart Specifications

Meets and/or exceeds all ANSI Standards for Type B & G containers



Specifications	IN / LB	CM / KG
Capacity (Gallons / Liters)	95 Gal	360 L
Overall Depth (D)	33.3	84.5
Overall Width (W)	29.2	74.1
Overall Height With Lid (H)	43.5	110.4
Lift Skirt Height (H1)	33	83.8
Upper Lift Skirt Width (W1)	9.5	24.1
Catch Bar Width (W2)	5.6	14.2
Handle Height (H2)	40.6	103.1
Distance Between Skirt & Catch Bar (H3)	15.2	38.7
Resin Weight	32	14.5
Assembled Weight	35	15.8
Gripping Diameter	28.1	71.4
Nest Increment	5.7	14.4
Carts Per Stack	13	
53' Trailer Quantity	702	

Decoration Areas	WIDTH (IN)	HEIGHT (IN)
Side Brand - Hot Stamp (B1)	11.5	7.5
Barcode & Serial Number (B2)	9.75	1.25
Lid Hot Stamp Brand (B3)	11	2.25
4 color In Mold Label or Hot Stamp (B4)	8	12

Specifications

- Manufacturing Process - Injection Molding
- Material - High-density polyethylene resin (HDPE) Manufacturer: Exxon or Dow Type: HD-6605 Recycled Content of up to 30% PCR Color pigment and ultraviolet inhibitor compounded at 1.5% - 2% by weight
- Wall Thickness - Cart Nominal: 0.165" Cart Critical Wear Points: 0.19" (Drag Rail and Axle Box) Lid Nominal: 0.140"
- Branding - Hot stamp process permanently imprints logos on cart side body and lid. IML capabilities for the lid
- Visible Bar Code/Serial Number when stacked
- Lid Opening - 270 degrees
- Lid Assembly - Carts are shipped with the lids already attached
- Catch Bar - 1" corrosion resistant zinc plated steel allows favorable nesting ratios. Fully enclosed and doesn't penetrate the cart body.
- Axle - High strength, low alloy steel, 3/4" x 22.625", zinc plated or powder coated equivalent for corrosion protection
- Wheels - 10" Wheels, snap-on with 1.4" integrated spacers. Treaded wheel options are available and subject to additional cost and lead time.
- Handle - Handle attachments are integrally molded part of the container body with a gripping area of 16". Clearance between the cart body and the inside edge of the handle has been maximized to provide optimum control of a fully loaded cart
- Lift System Compatibility - American semi-automated bar-locking lifters and fully automated arm lifters.
- ANSI load rating = 332.5 lbs. (3.5 lbs. Per gallon)
- RFID Enabled Option
- 10 Year warranty
- Decoration Areas: Brands are subject to one time set up fees and IML pricing is dependent on size and the number of colors.



Corporate Headquarters:
4010 East 26th St., Los Angeles, CA 90058
(323) 262-5145

Web: www.rehrigpacific.com



A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION



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TAB 3



WASTE CONNECTIONS OF TEXAS
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Main 817-222-2221 ♦ Fax 817-222-96880113 ♦ 4001 Old Denton Rd ♦ Haltom City, Texas 76117

Residential and Commercial Solid Waste and Brush/Bulky Collection Services

Municipal References and Client Relationships

Waste Connections of Texas offers the following information as evidence of its ability to maintain quality, long-term relationships with municipalities.

City of Burleson, Texas-

Began servicing June 1st, 2009-Present
Rey Gonzales, Public Works 817-426-9838
141 W Renfro St, Burleson, TX 76028

Service: 14789 Residential – Automated 96 gallon service
14789 Residential – Brush/Bulky Item service
327 Commercial – Frontload & Automated

City of Bartonville, Texas-

Began servicing February 1, 2000-Present
Sylvia Ordeman, City Manager, 817-693-5280,
1941 E Jeter Road, Bartonville, TX 76226

Service: 476 Residential –96 gallon service
476 Residential –65 gallon service recycle
49 Commercial – Frontload & Automated

City of Justin, Texas-

Began servicing November 1995-Present
Cori Reaume, City Manager, 940-648-2541
415 N. College Avenue, Justin TX 76247

Service: 1666 Residential –96 gallon service
1666 Residential –65 gallon service recycle
68 Commercial – Frontload & Automated



WASTE CONNECTIONS OF TEXAS
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Main 817-222-2221 ♦ Fax 817-222-96880113 ♦ 4001 Old Denton Rd ♦ Haltom City, Texas 76117

Residential and Commercial Solid Waste and Brush/Bulky Collection Services

Town of Northlake, Texas-

Began servicing April 2001-Present
Drew Corn, City Manager, 940-648-3290, Fax 940-487-0142
1500 Commons Circle, suite 300, Northlake TX 76226

Service: 1180 Residential –96 gallon service
1180 Residential –65 gallon service recycle
19 Commercial – Frontload & Automated

City of La Joya, Texas-

Began servicing December 1st, 2012-Present
Jacqueline Bazan, City Manager, 956-581-7002
101 N Leo Ave, La Joya, TX 78560

Service: 1161 Residential – Automated 96 gallon service
1161 Residential – Brush/Bulky Item service
75 Commercial – Frontload & Automated



WASTE CONNECTIONS OF TEXAS
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TAB 4



Liberty Mutual Surety

October 12, 2020

City of Rhome
PO Box 228
Rhome, TX 76078

Re: Waste Connections Lone Star, Inc.
Municipal Solid Waste Collection, Disposal and Recycling Services

To whom it may concern,

It has been the privilege of Liberty Mutual Insurance Company to provide bonds for Waste Connections Lone Star, Inc. for over 19 years. Waste Connections Lone Star, Inc. has a Surety program with Liberty Mutual Insurance Company for bonds exceeding \$100,000,000.00, and Liberty Mutual Insurance Company highly recommends this outstanding company.

Please note that the decision to issue a Performance Bond is a matter between Waste Connections Lone Star, Inc. and Liberty Mutual Insurance Company, and will be subject to our standard underwriting at the time of the final bond request. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to give me a call at 916.971.8843.

Sincerely,

Liberty Mutual Insurance Company

By: 

Lisa Betancur, Attorney-In-Fact

Member of Liberty Mutual Group



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8201213-969099**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David W. Garese, Lisa Betancur, Robert J. Garese, A. Catherine Skeen, Brooke A. Skeen

all of the city of Sacramento state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of May, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of May, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of October, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

On October 12, 2020 before me, Margaret Mary Catarella, Notary Public
(insert name and title of the officer)

personally appeared Lisa Betancur
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Margaret Mary Catarella (Seal)





WASTE CONNECTIONS OF TEXAS
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TAB 5

Pricing Option #1

Proposal Form – Rates and Services

Waste Connections Lone Star, Inc.

Rates for Residential Waste, Recycling, Hazardous and Bulk/Brush Collection Service. Franchise Fees will remain the same as current contract. Recycling Rebates are outlined below. City receives \$2.55 per billed home REGARDLESS of fluctuation in Recycling costs.

The proposal amount is for a **Base Bid and Alternates**. It is the intent of Waste Connections to determine the best overall value for our residents considering service and quality.

BASE BID (Residential):

<i>Solid Waste Collection</i> Twice a Week Collection of Containerized waste (with carts), Pricing includes Quarterly Bulk and Brush Service as well as curbside Hazardous Waste Collection.	\$11.45
---	---------

<i>Recycling Collection</i> Once per week <i>Collection with carts</i> Will be billed as current contract. Waste Connections will invoice City	\$7.00
---	--------

<i>Recycling Rebates</i> Paid Monthly per home to the City of Rhome Will be paid in addition to the Franchise fee monthly	\$2.55
--	--------

* Additional Cart for Options	\$ 5.00 per cart
-------------------------------	------------------

* Franchise Fees (same as current contract 5% for commercial / \$1 per Residential home)	
--	--

Front Load Containers Rates:

	<u>1xWeek</u>	<u>2xWeek</u>	<u>3 x Week</u>
2 Cu Yds.	\$102.22	\$184.59	
3 Cu Yds.	\$115.37	\$212.59	
4 Cu Yds.	\$124.04	\$223.92	
6 Cu Yds.	\$126.91	\$247.73	
8 Cu Yds.	\$167.04	\$298.29	\$405.75

***Extra Lift price shall be capped at one half of the rate charged for 1xWeek service for that size container**

Pricing Option #2

Proposal Form – Rates and Services

Waste Connections Lone Star, Inc.

Rates for Residential Waste, Recycling, Hazardous and Bulk/Brush Collection Service. Franchise Fees will remain the same as current contract. Recycling Rebates are outlined below. City receives \$2.55 per billed home REGARDLESS of fluctuation in Recycling costs.

The proposal amount is for a **Base Bid and Alternates**. It is the intent of Waste Connections to determine the best overall value for our residents considering service and quality.

BASE BID (Residential):

Solid Waste Collection Once a Week
Collection of Containerized waste (with
carts), Pricing includes Quarterly Bulk
and Brush Service as well as curbside
Hazardous Waste Collection. \$9.15

Recycling Collection Once per week *Collection with carts*
Will be billed as current contract. Waste Connections will invoice City \$7.00

Recycling Rebates
Paid Monthly per home to the City of Rhome
Will be paid in addition to the Franchise fee monthly \$2.55

* Additional Cart for Options \$ 5.00 per cart

* Franchise Fees (same as current contract 5% for commercial / \$1 per Residential home)

Front Load Containers Rates:

	<u>1xWeek</u>	<u>2xWeek</u>	<u>3 x Week</u>
2 Cu Yds.	\$102.22	\$184.59	
3 Cu Yds.	\$115.37	\$212.59	
4 Cu Yds.	\$124.04	\$223.92	
6 Cu Yds.	\$126.91	\$247.73	
8 Cu Yds.	\$167.04	\$298.29	\$405.75

***Extra Lift price shall be capped at one half of the rate charged for 1xWeek service for that size container**

Pricing Option #3

Proposal Form – Rates and Services

Waste Connections Lone Star, Inc.

Rates for Residential Waste. Hazardous and Bulk/Brush Collection Service. Franchise Fees will remain the same as current contract.

The proposal amount is for a **Base Bid and Alternates**. It is the intent of Waste Connections to determine the best overall value for our residents considering service and quality.

BASE BID (Residential):

Solid Waste Collection Twice a Week
Collection of Containerized waste (with
carts), Pricing includes Quarterly Bulk
and Brush Service as well as curbside
Hazardous Waste Collection.

\$11.45

No Recycling Option

* Additional Cart for Options \$ 5.00 per cart

* Franchise Fees (same as current contract 5% for commercial / \$1 per Residential home)

Front Load Containers Rates:

	<u>1xWeek</u>	<u>2xWeek</u>	<u>3 x Week</u>
2 Cu Yds.	\$102.22	\$184.59	
3 Cu Yds.	\$115.37	\$212.59	
4 Cu Yds.	\$124.04	\$223.92	
6 Cu Yds.	\$126.91	\$247.73	
8 Cu Yds.	\$167.04	\$298.29	\$405.75

***Extra Lift price shall be capped at one half of the rate charged for 1xWeek service for that size container**



WASTE CONNECTIONS OF TEXAS
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TAB 6

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE, HOUSEHOLD HAZARDOUS, CONSTRUCTION AND
DEMOLITION WASTE
IN THE CITY OF ____Rhome_____, ____TX_____**

____January 1st_____, 2021

EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY _____Rhome_____, _____TX_____

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of _____, 2020, by and between Waste Connections (the "Service Provider"), and City of Rhome, TX (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 Service Provider the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste, Recycling, and Construction and Demolition Waste (as such terms are defined herein) within the City's corporate limits.

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

SECTION 1. DEFINED TERMS.

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

Bag – Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total capacity of a bag will be between thirty to thirty-five (30-35) gallons and the weight of a bag and its contents shall not exceed thirty-five (35) pounds.

Bundles – Items measuring less than three (3) inches in diameter and less than four (4) feet in length and collectively weighing less than thirty-five (35) pounds, which are securely fastened together, including, but not limited to, tree, shrub, and brush trimmings, newspapers and magazines.

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

Commercial Unit – Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its business, including, but not limited to, restaurants, stores, warehouses, factories, malls, schools, hospitals, health care facilities, and sports facilities or complexes.

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

Container – Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, whether utilized by a Residential, Commercial, Industrial, Municipal or other application for collecting Municipal Solid Waste or Construction and Demolition Waste.

Customer – Any person, entity, organization or the like receiving Services or required to receive Services pursuant to this Agreement.

Excluded Waste – Any Hazardous Waste and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or regulations.

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

Holidays – The following days:

- (1) New Year's Day (January 1st)
- (2) Thanksgiving Day
- (3) Christmas Day (December 25th).

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

Landfill – Any facility or area of land lawfully receiving Municipal Solid Waste or Construction and Demolition Waste for disposal.

Municipal Facilities – Only those specific municipal locations as set forth in this Agreement.

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

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

Recyclable Materials – Any non-contaminated materials, which may include but may not be limited to paper, cardboard, plastics, textiles, and wood. Recyclable Materials does not include Municipal Solid Waste, Construction and Demolition Waste, or Excluded Waste.

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

Roll-Off – A Container with thirty (30) cubic yards of capacity.

Roll-Out – A Container with ninety-five (95) gallons of capacity.

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

Solid Waste – As defined by the EPA under 40 C.F.R. § 261.2(a)(1) or by applicable state laws, including, without limitation, any such waste that is mixed with or that constitutes Recyclable Materials.

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

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste, Recyclable Materials and Construction and Demolition Waste, the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste, Recyclable Materials and Construction and Demolition Waste over, upon, along, and across the City's present and future streets, alleys, bridges and public properties. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City may take any appropriate action against any company, Customer or third party infringing upon the exclusive rights of the Service Provider. In addition (and regardless of the City's actions), the Service Provider may independently enforce the exclusivity provisions of this Agreement against third-party violators, including, but not limited to, seeking injunctive relief, and the City shall reasonably cooperate in such enforcement actions brought by the Service Provider.

SECTION 3. OPERATIONS.

A. **Scope of Operations.** The Service Provider will collect, haul and dispose of all Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials (as provided herein) (i) generated and accumulated by Commercial, Industrial, and Residential Units, and Municipal Facilities (ii) placed within or adjacent to Containers by those Commercial, Industrial, and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated by those Commercial, Industrial, and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. **Nature of Operations.** The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials, the title to all Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials

collected, hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

C. Title to Waste. Title to and liability for Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials shall pass to the Service Provider upon loading of such materials into the Service Provider's trucks. The residents of the City shall not deposit in the Service Provider's equipment or place for collection by the Service Provider any Excluded Waste. Notwithstanding any other term contained herein, the Service Provider shall have no obligation to collect any material which is, or which the Service Provider reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the resident/business/generator of such Excluded Waste, even if the Service Provider inadvertently collects and disposes of such Excluded Waste. If the Service Provider finds what reasonably appears to be discarded Excluded Waste, Service Provider shall notify such resident/business/generator and the City.

D. Recyclable Materials. The owners and occupants of any Commercial, Industrial and Residential Units, and the City, as applicable, agree to comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Service Provider. If any Commercial, Industrial, and Residential Unit, or the City, as applicable, fails to do so, Service Provider may decline to collect such materials without being in breach of this Agreement. Service Provider shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third party facilities.

SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTION.

A. Single-Family Residential Units. The Service Provider will collect Municipal Solid Waste from Single-Family Residential Units on a regular schedule of once per week; provided, that (i) such Municipal Solid Waste is placed in Containers provided by Service Provider, and (ii) such Containers are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 6:00 a.m. on the scheduled collection day.

B. Excess or Misplaced Municipal Solid Waste. The Service Provider shall collect all Municipal Solid Waste placed within the Roll-Out Containers provided by the Service Provider. The Service Provider will not be required to provide Service when Containers are located near

cars, mailboxes, or other obstructions in a way that the Service Provider reasonably determines creates an unsafe condition that could cause damage to property or injury to persons.

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

The Service Provider will collect Municipal Solid Waste from Commercial, Industrial, and Multi-Family Residential Units at least once per week, as provided for in this Agreement and for the compensation set forth in Exhibit A attached hereto and incorporated by reference. The Service Provider shall only be responsible for collecting, hauling, and disposing of Municipal Solid Waste placed inside the Containers provided by the Service Provider. However, the Service Provider shall offer Commercial, Industrial, and Multi-Family Residential Units to increase or decrease, as necessary, the frequency of collections and the sizes or numbers of Containers so that Municipal Solid Waste at Commercial, Industrial, and Multi-Family Residential Units will be properly managed. The Service Provider shall be compensated for these additional Services as provided for in Exhibit A attached hereto and incorporated by reference.

SECTION 6. SPECIAL COLLECTIONS AND SERVICES

- A. City Buildings. At no cost to the City, the Service Provider will provide two (2) 20yd Container and a 3yd container to collect Solid Waste, at the following City locations: EWWTP, WWTP. As well as an 8yd recycling container at the Community Center. The Fire Department will receive one (1) 6yd and one (1) 8yd container.
- B. Any Services set forth in this Section that are not utilized by the City within any contract year, will not carry over to the next contract year.

SECTION 8. TITLE TO AND RESPONSIBILITY FOR EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider. However, each Customer shall have care, custody and control of the equipment while at the respective service locations. Customers shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers

must provide unobstructed access to the equipment on the scheduled collection days. The word “equipment” as used in this Agreement shall mean all Containers or other equipment provided by the Service Provider in relation to the Services. In the event a Container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a Customer (excluding normal wear and tear), the Customer will be charged for the resulting repairs or replacement and such amounts must be paid to Service Provider upon demand.

SECTION 9. RATES AND FEES.

The initial rates and fees to be charged by and paid to the Service Provider are set forth on Exhibit A attached hereto and incorporated by reference.

SECTION 10. RATE ADJUSTMENTS.

A. CPI-U Adjustment. On each annual anniversary date of this Agreement, the rates set forth in this Agreement shall automatically increase by an amount equal to the increase, if any, in the CPI-U during the Prior Rolling Twelve-Month Period. The “Prior Rolling Twelve Month Period” shall be the most recent twelve (12) month period for which the CPI-U is available on each annual anniversary date of this Agreement. For purposes of this Agreement, the term “CPI-U” shall mean the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for All-Urban Consumers: United States, All Items (1982-84 = 100).

B. Disposal and Governmental Fee Cost Adjustments. At any time during the term of this Agreement, the Service Provider may also increase the rates set forth in this Agreement to pass through documented increases in disposal fees, increases in the Service Provider’s costs due to changes in local, state or federal rules, ordinances or regulations applicable to the Service Provider’s operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to the Service Provider (other than income or real property taxes).

C. Operating Cost Adjustments. At any time during the term of this Agreement, the Service Provider may also petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its costs of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not

unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days' written notice to the City.

SECTION 11. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Excluded Waste.

SECTION 12. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of three (3) years, commencing on January 1, 2021 and concluding on December 31, 2023 (the "Initial Term"). At the expiration of the Initial Term of this Agreement, the parties hereto may mutually agree to extend the Agreement for two (2) successive periods of twelve (12) months (each, a "Renewal Term," and together with the Initial Term, the "Term").

SECTION 13. 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. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial, or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Industrial, and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 14. PROCESSING, BILLING AND FEES.

A. Monthly Statements. The Service Provider will invoice the City monthly according to the rates and fees set forth on Exhibit A attached hereto and incorporated herein by reference. The City shall pay all invoiced amounts to the Service Provider within 30 days of each invoice date; provided, however, the City may deduct a monthly billing and processing fee equal to one dollar (\$1.00) per Single Family Residential Unit and five percent (5%) on any Commercial and/or

Industrial invoices. The City is solely responsible for invoicing and collecting payments from all Customers, including all Commercial, Industrial, and Residential Units.

B. Taxes. The City shall also be responsible for paying any and all sales, use, and service taxes assessed or payable in connection with the Services.

C. Bad Debt; Unpaid Amounts. Payments owed to the Service Provider are not dependent or contingent upon the City collecting any amounts from Customers. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Commercial, Industrial, or Residential Unit.

D. Billing for Roll-Off Services. Notwithstanding the above, the Service Provider will bill and collect all Commercial, Industrial, and Residential Units for Services performed with respect to Roll-Off Containers.

SECTION 15. SPILLAGE.

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

SECTION 16. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial, or Residential Unit fails to timely or properly place a Container as directed in this Agreement, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of Municipal Solid Waste, Recyclable Materials or Construction and Demolition Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste, Recyclable Materials or Construction and Demolition Waste.

B. Notice from a Commercial, Industrial or Residential Unit. In the event that the Service Provider fails to collect Municipal Solid Waste, Recyclable Materials or Construction or Demolition Waste from a Commercial, Industrial, or Residential Unit without cause, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Construction and Demolition Waste within one (1) Business Day of the Service Provider receiving written notice.

SECTION 17. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 6:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays, and may, in its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such Services on the Business Day immediately following the Holiday.

SECTION 18. CUSTOMER SERVICE.

The City shall field all inquiries and complaints from Commercial, Industrial, and Residential Units and Municipal Facilities relating to the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

SECTION 19. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste, Recyclable Materials and Construction and Demolition Waste.

SECTION 20. PAVEMENT.

The City warrants that the City's pavement, curbing or other driving surface or any right of way reasonably necessary for the Service Provider to provide the Services described herein are sufficient to bear the weight of all of the Service Provider's equipment and vehicles reasonably required to perform such Services. The Service Provider will not be responsible for damage to any such pavement, curbing, driving surface or right of way, except to the extent resulting from the Service Provider's negligence or willful misconduct.

SECTION 21. INSURANCE COVERAGES.

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

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

Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section.

SECTION 22. INDEMNITY.

The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants (collectively, the "Indemnified Parties"), individually and

collectively, 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) (collectively, the "Claims") to the extent caused by any negligent act or omission or willful misconduct of the Service Provider, its officers and employees. Notwithstanding anything to the contrary contained herein, the Service Provider shall have no obligation to indemnify the Indemnified Parties to the extent any such Claims arise out of: (i) the acts or omissions of any Indemnified Party, (ii) the City's breach of any of the terms, conditions, representations, or warranties contained in this Agreement, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by any Indemnified Party.

SECTION 23. 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 24. TERMINATION.

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

SECTION 25. FORCE MAJEURE.

Except for the payment of amounts owed hereunder, 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, but only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of

terrorists, epidemic, pandemic, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 26. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State where the Services are performed, without giving effect to the conflict of laws rules thereof.

SECTION 27. WAIVER. Any failure by either party to enforce the provisions of this Agreement shall in no way constitute a waiver by such party of any contractual right hereunder, unless such waiver is in writing and signed by such party.

SECTION 28. ATTORNEYS' FEES. In any dispute relating to this Agreement, the prevailing party shall be entitled to fully recover its reasonably incurred costs, including reasonable attorneys' fees, from the non-prevailing party. In determining which party is the "prevailing party," the Court must take into account the claims pursued, the claims on which the pursuing party was successful, the claims on which the defending party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party. Notwithstanding the foregoing, if a written settlement offer or counteroffer is not accepted and the judgment or award finally obtained (not including costs and reasonable attorneys' fees) is equal to or more favorable than such offer or counteroffer, then the offeror is deemed to be the prevailing Party.

SECTION 29. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

Attn: _____

If to the Service Provider:

Attn: _____

With a Copy to:

Waste Connections
3 Waterway Square Place, Suite 110
The Woodlands, Texas 77380
Attn: Legal Department

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

(Remainder of page intentionally left blank.)

PASSED AND APPROVED BY THE CITY OF ____Rhome, TX____
COMMISSION MEETING AT A TIME, AND PLACE IN COMPLETE CONFORMITY
WITH ALL APPLICABLE OPEN MEETING LAWS AND ALL OTHER APPLICABLE
LAWS THIS ____ DAY OF ____ October____, 20_20__.

SERVICE PROVIDER:

WASTE CONNECTIONS LONE STAR, INC.

CITY:

CITY OF RHOME, TEXAS

By:_____
Its:_____
Name:_____

By:_____
Its:_____
Name:_____

ATTEST:

By:_____
Name:_____
Title:_____



WASTE CONNECTIONS OF TEXAS
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TAB 7

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Waste Connections Lone Star, Inc	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 3 Waterway Square Place, Suite 110	Requester's name and address (optional)
	6 City, state, and ZIP code The Woodlands, Texas 77380	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number								
			-				-	
or								
Employer identification number								
7	5	-	2	5	4	5	1	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 11/22/19
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



WASTE CONNECTIONS OF TEXAS
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TAB 8

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-678252

Date Filed:
10/13/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Waste Connections Lone Star, inc.
Haltom City, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Rhome

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

NA

Municipal Solid Waste Collection, Disposal and Recycling Services for the City of Rhome

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Abel Moreno Jr, and my date of birth is 12/21/1977.

My address is 8044 Geranium Ln, Ft Worth, TX, 76123, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 13 day of Oct, 20 20.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



WASTE CONNECTIONS OF TEXAS
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TAB 9

Waste Connections Lone Star, Inc. ("Contractor") offers the following items to be incorporated into the resulting contract and as exceptions to the Request for Proposal: Municipal Solid Waste Collection, Disposal and Recycling Services (the "RFP") issued by the City of Rhome, Texas (the "City"). Contractor's proposal is subject to and contingent upon these exceptions. These items are intended to identify areas of concern and remain negotiable. Along with the exceptions is some explanation to provide the City with Contractor's thoughts behind such exceptions. Contractor's bid submission is contingent upon and subject to the exceptions and objections contained herein. Specifically, Contractor objects, and does not agree, to any provision of the RFP to the extent such would require a penalty, fine, fee or forfeiture of a bond in the event that the parties are unable to agree on, and ultimately enter into a contract, the terms of this RFP after good faith negotiations, including the objections and exceptions contained herein. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the RFP.

- (1) Contractor takes a general exception to any requirement of the RFP requiring confidential, proprietary or otherwise privileged information, including financials, of the Contractor. Contractor is a subsidiary of Waste Connections, Inc. ("WCN"). WCN is a publicly traded company whose shares trade on the New York Stock Exchange. Periodic and annual financial information is reported to the U.S. Securities and Exchange Commission ("SEC"). Audited financial information is provided in WCN's annual Form 10-K and quarterly Form 10-Q filings with the SEC. Copies of WCN's periodic and annual filings are available online at www.sec.gov. Separate financial statements are not prepared for Contractor. To the extent that the foregoing financial information does not satisfy the requirements in the RFP, Contractor takes exception to such requirements.
- (2) In addition to the terms set forth in the RFP, the following concepts need to be incorporated into the final form of the resulting contract:
 - a. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the City and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.
 - b. The City must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If the City fails to do so, Contractor may decline to collect such materials without being in breach of the contract. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.

- c. The rights granted to Contractor under the contract shall be exclusive. The City may, in its sole discretion, enforce the exclusivity provisions of the contract against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the contract against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the contract, including, without limitation, the exclusive service rights granted to Contractor pursuant to the agreement.
- d. Except in the case of Contractor' negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.
- e. Notwithstanding anything herein to the contrary, to the extent supplied by Contractor, in the event that a waste container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of the City (excluding normal wear and tear), the City will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.
- f. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, the customers and the City (as applicable) shall have care, custody and control of the equipment while at the service locations. Customers and the City shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers and the City must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used herein shall mean all containers used for the storage of non-hazardous solid waste.
- g. Notwithstanding anything herein to the contrary, Contractor may pass through and the City shall pay to Contractor any documented increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).
- h. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under the contract.



Last night, Thursday, October 22, 2020, the Rhome City Council awarded the Solid Waste Contract to Waste Connections. All three solid waste proposers (Frontier Waste, Rhino Removal and Waste Connections) submitted several potential options.

Now that the contract has been awarded to Waste Connections the Mayor and Councilmembers would like to get feedback from the citizens on what is important to them as they consider the best option for Rhome residents. Please take a moment to complete this survey and email it back cityhall@cityofrhome.com, drop it by the office, or mail it to P.O. Box 228, Rhome, Texas 76078. This survey will remain open through Friday, October 30, 2020, close of business. All responses must be received by 4 p.m., Friday, October 30, 2020.

PLEASE NOTE: All pricing options INCLUDE sales tax.

Name: _____

Address: _____

Email: _____

Please include your email if you would like to receive the upcoming monthly City Newsletter keeping you informed with city news, events, notifications, etc.

1. When considering a solid waste provider, please rank the following items in terms of what is most important to you.

Rating scale is 1-5 with 1 being most important and 5 being the least important

- ____ Price
- ____ Customer Service
- ____ Curbside recycling
- ____ Curbside hazardous waste disposal
- ____ How many days a week

Current Service \$17.54

2 times per week pick-up
No curbside recycling
No trash cart provided
Take all curbside bulk on pick-up days
No hazardous waste collection

The Council may only choose ONE option that will be the same for ALL residents and want your input as they evaluate the best option for all.

Option 1 (closest to same service) \$13.05

2 times per week pick-up
No curbside recycling
95 Gallon Trash cart provided
Quarterly bulk/brush
Quarterly curbside hazardous waste collection

_____ (Rank 1st, 2nd, 3rd choice)

Option 2 \$18.14

1 time per week pick-up
Curbside recycling
95 Gallon Trash Cart provided
Quarterly bulk/brush
Quarterly curbside hazardous waste collection

_____ (Rank 1st, 2nd, 3rd choice)

Option 3 \$20.63

2 times per week pick-up
Curbside recycling
95 Gallon Trash cart provided
Quarterly bulk/brush
Quarterly curbside hazardous waste collection

_____ (Rank 1st, 2nd, 3rd choice)

	1	2	3	4	5
PRICE	14/50%	5	6	1	2
CUSTOMER SERVICE	8	7	9/35%	1	1
CURBSIDE RECYCLING	3	3	7	9/36%	4
DAYS PER WEEK	3	11/41%	3	5	4
CURBSIDE HAZARDOUS	0	1	1	9/36%	16/59%

PRICE	Ranked highest with 50%
DAYS PER WEEK	Ranked second highest with 41%
CUSTOMER SERVICE	Ranked third highest with 35%
RECYCLING & HAZARDOUS	Tied for fourth highest with 35%
CURBSIDE	Ranked last with 59%

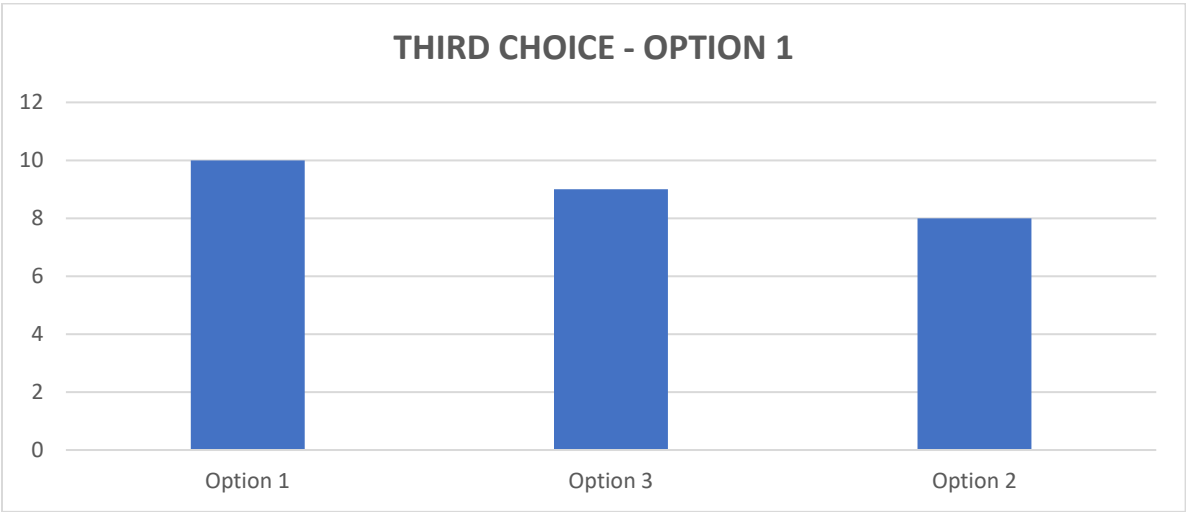
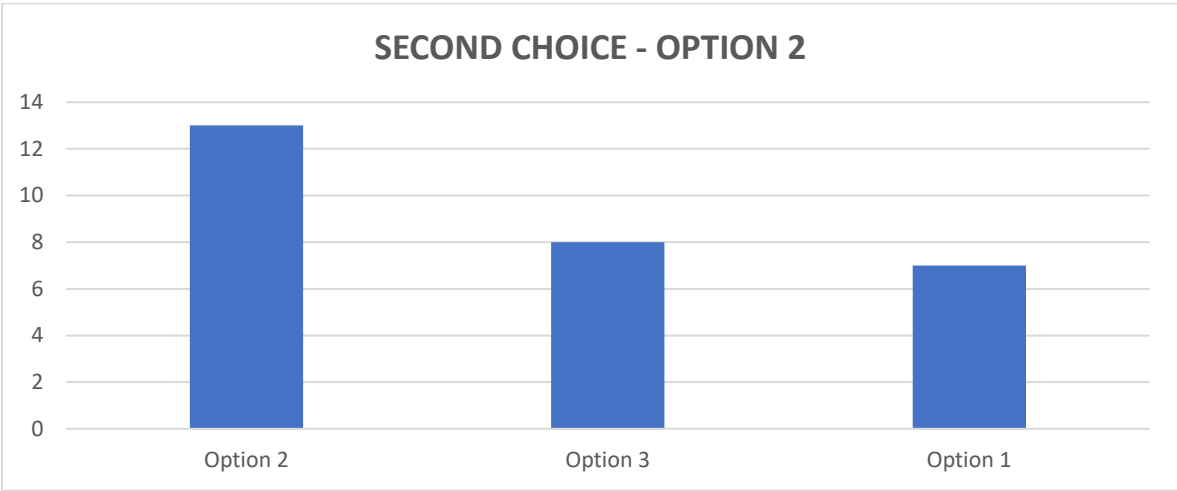
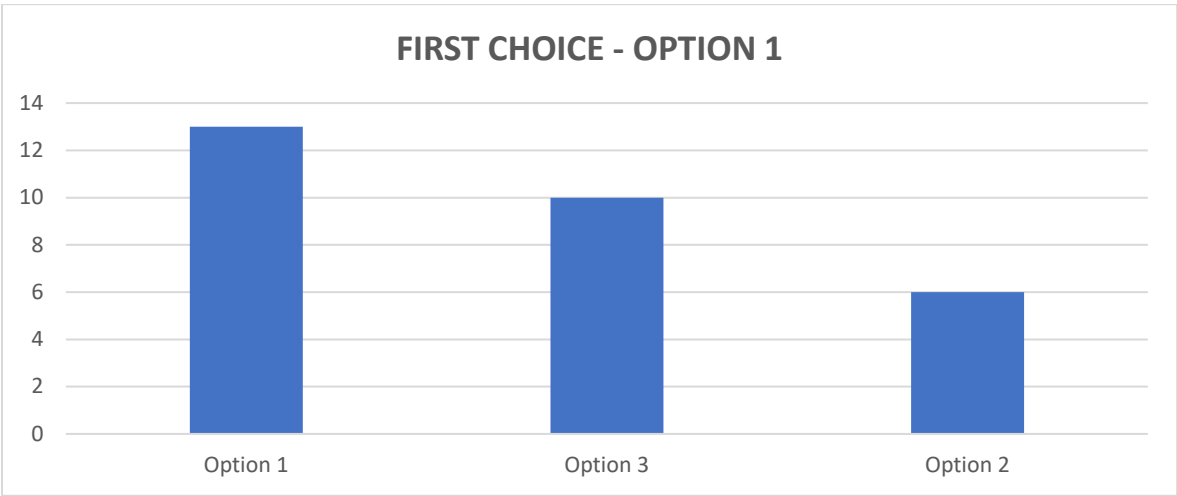
OPTIONS	FIRST CHOICE
OPTION 1	13 (45%)
OPTION 3	10
OPTION 2	6
	SECOND CHOICE
OPTION 2	13 (46%)
OPTION 3	8
OPTION 1	7
	THIRD CHOICE
OPTION 1	10 (37%)
OPTION 3	9
OPTION 2	8

OPTION 1 Received the majority votes for people's first choice

OPTION 2 Received the majority votes for people's second choice

OPTION 1 Received the majority votes for people's third choice

Solid Waste Survey Summary - RESULTS 11.3.2020



Solid Waste Survey Summary - RESULTS 11.3.2020

Option 1 (closest to same service) \$13.05

2 times per week pick-up
No curbside recycling
95 Gallon Trash cart provided
Quarterly bulk/brush
Quarterly curbside hazardous waste collection

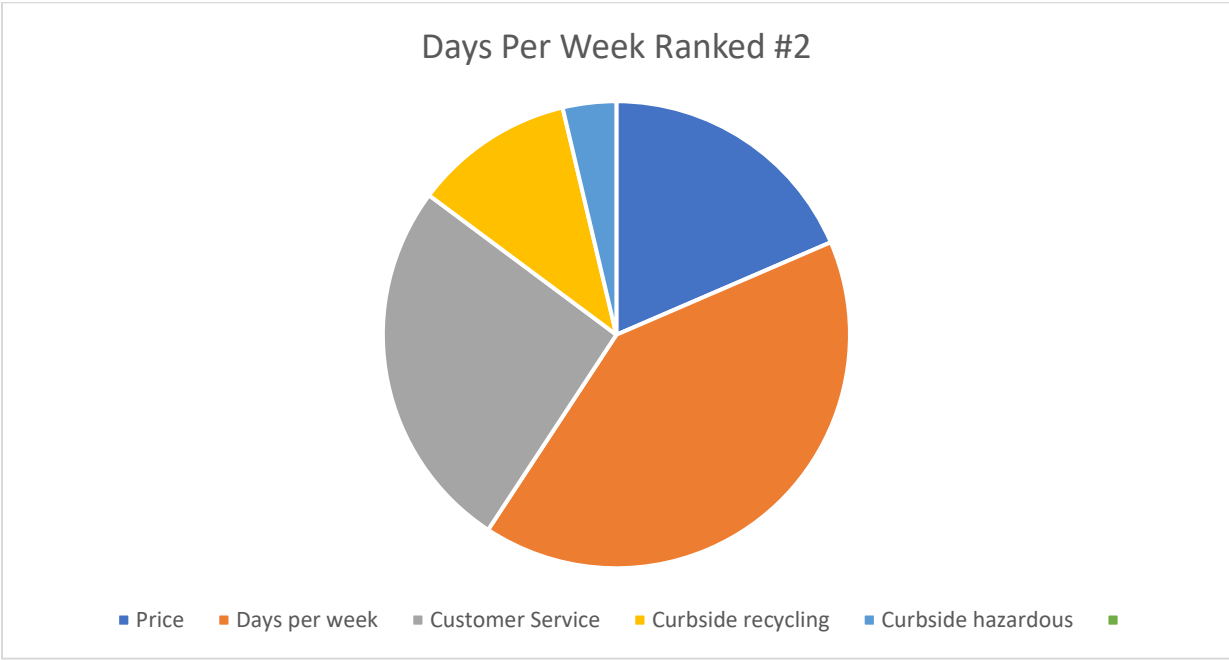
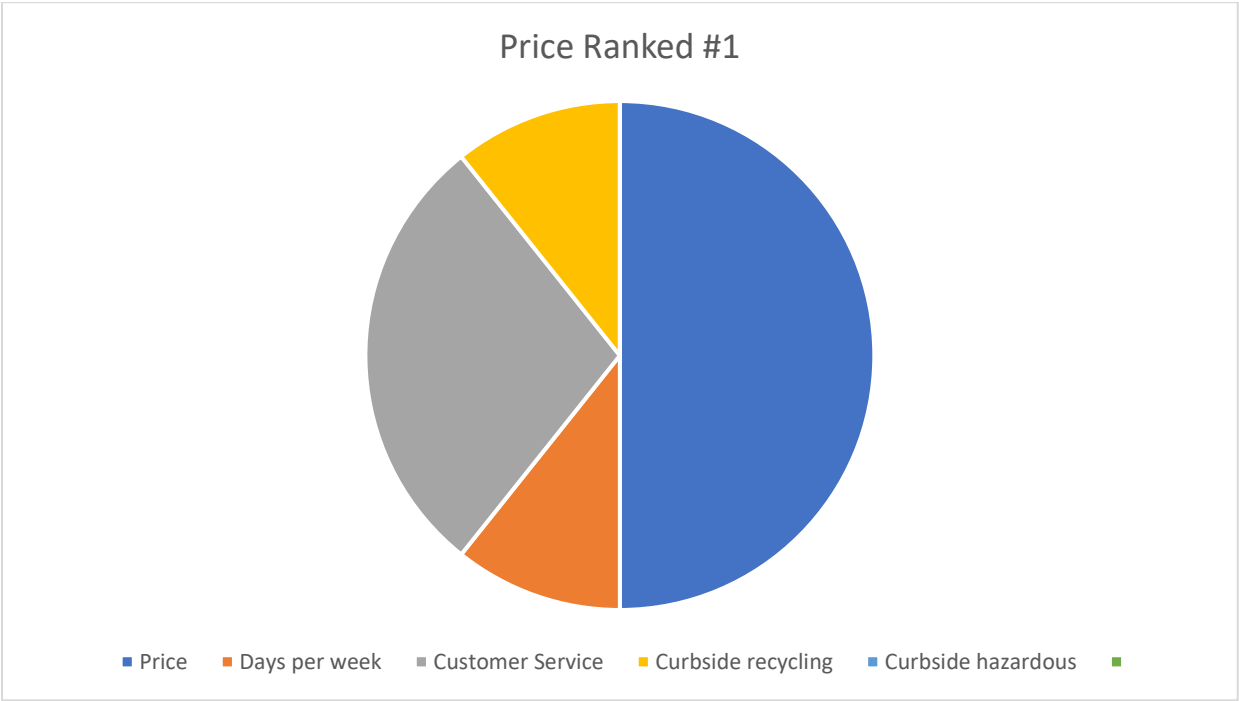
Option 2 \$18.14

1 time per week pick-up
Curbside recycling
95 Gallon Trash Cart provided
Quarterly bulk/brush
Quarterly curbside hazardous waste collection

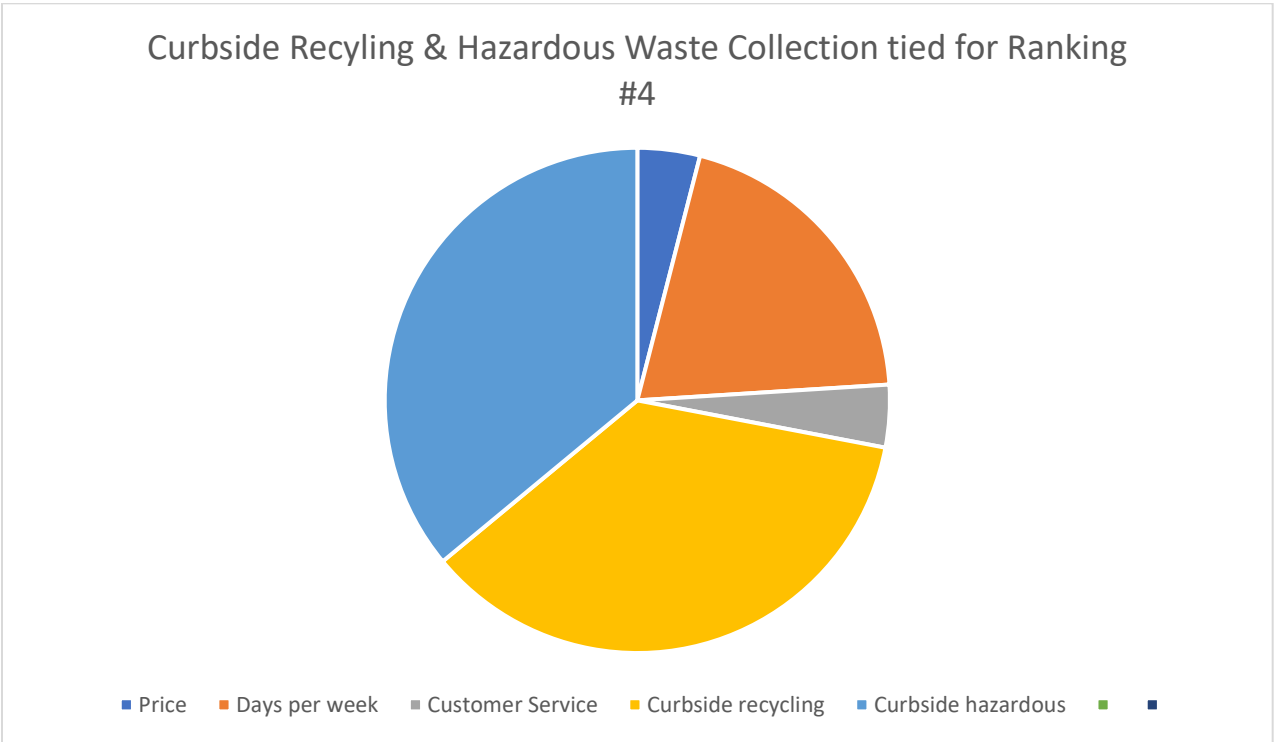
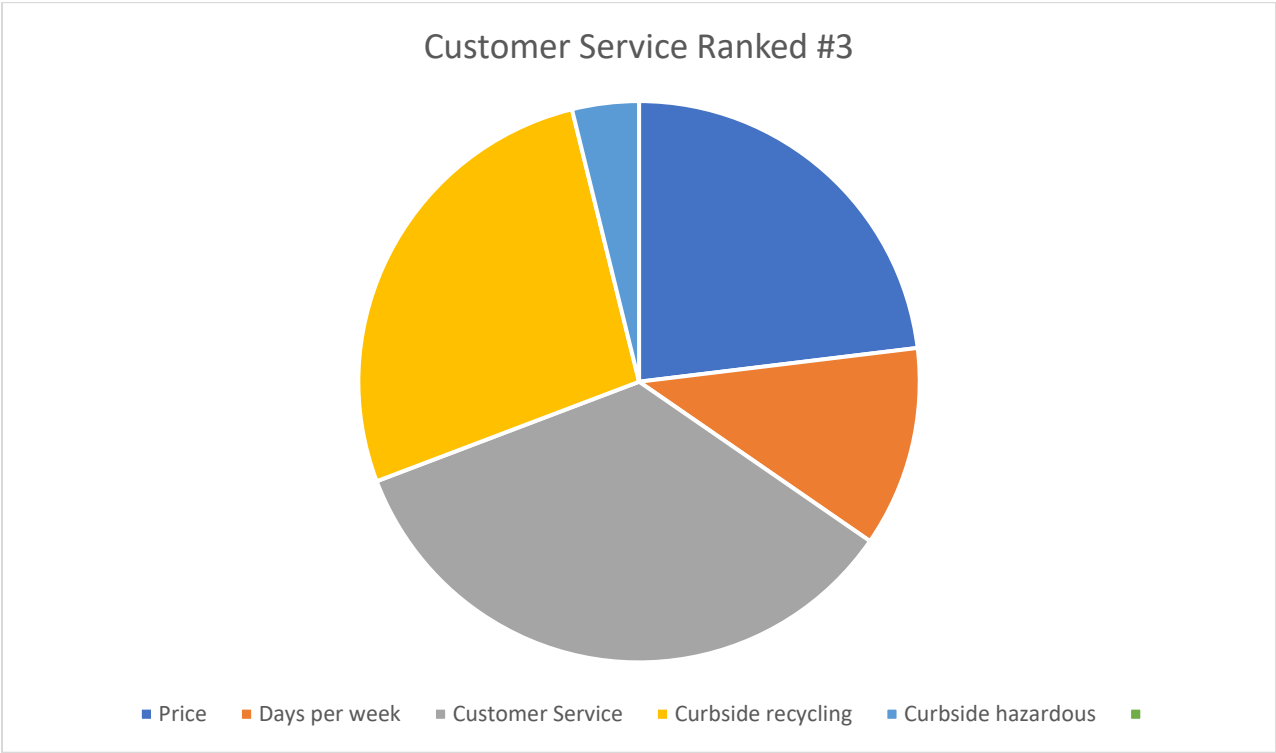
Option 3 \$20.63

2 times per week pick-up
Curbside recycling
95 Gallon Trash cart provided
Quarterly bulk/brush
Quarterly curbside hazardous waste collection

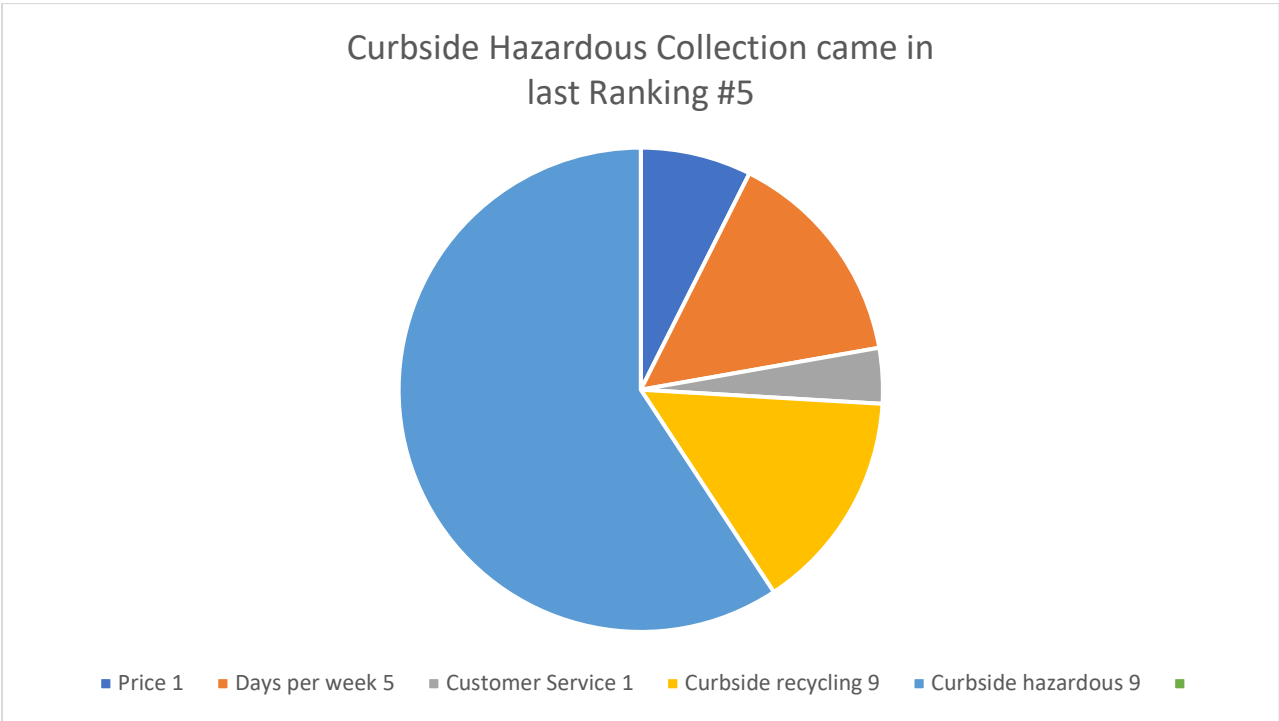
Solid Waste Survey Summary - RESULTS 11.3.2020



Solid Waste Survey Summary - RESULTS 11.3.2020



Solid Waste Survey Summary - RESULTS 11.3.2020



AGENDA ITEMS DD



Agenda Commentary

Meeting Date: November 12, 2020

Department: Administration

Contact: Cynthia Northrop

Agenda Item:

DD. Discussion and any necessary action regarding contract for Permitting & Code Compliance Software

Type of Item: Contract/Agreement

Summary-Background: Previously Council authorized staff to move forward and negotiate a contract with a selected Permitting & Code Enforcement software vendor. After researching and reviewing several vendor options a selection was made. While initially vetted, it was discovered that the software did not integrate easily with our financial software. Going back and reviewing prior vendors another vendor that more easily integrates with our financial software has been selected. Integration with our financial software is critical to ensuring efficiencies and streamlining the internal processing. This is a budgeted item and the selected vendor comes in with a small cost-savings.

Funding Expected: Budgeted Item: Yes

Legal Review Required: Required **Completed:** Yes

Recommendation: Authorize staff to execute the contract with iWorq for the Permitting & Code Compliance software

AGENDA ITEMS EE



Agenda Commentary

Meeting Date: Thursday, November 12, 2020

Department: Administration

Contact: Shannon Montgomery

Agenda Item:

EE. Discussion and any necessary action regarding contract for City Hall Copier/Printer

Type of Item: X Contract/Agreement

Summary-Background:

Council authorized Staff to research the options of new copier/printer at the May 28, 2020 Council Meeting.

Current copier/printer at City Hall is an older machine, has equipment issues that will require costly repairs. The current monthly lease is \$257.60, plus consumables – including toner. The customer service from Konica Minolta has been lacking throughout lease period.

Proposed Xerox agreement is \$149.74, which includes all consumables, including toner and staples, and 15,000 black & white pages per month. Color prints are also less expensive than current copier agreement.

Funding Expected: Expenditure

Budgeted Item: Yes

Funding Account: 10-61600-10 Dues & Subscriptions

Legal Review Required: Required

Recommendation:

Staff recommends terminating existing lease with Konica Minolta and moving forward with Xerox Service Agreement
