

AGENDA

CITY OF TAYLOR, TEXAS
CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS, 400 PORTER STREET

MARCH 8, 2012, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

(The City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda. Registration forms are available at the sign in table.)

CONSENT AGENDA

(The Consent Agenda includes non-controversial and routine items that the Council may act on with one single vote. The Mayor or any Council member may pull any item from the Consent Agenda to discuss and act upon individually on the Regular Agenda.)

1. Minutes for February 16 and February 23, 2012. (Susan Brock)

PROCLAMATION

2. Proclamation: Recognizing Prevention of Underage Drinking. (Mayor)

ORDINANCES

3. Consider introducing Ordinance 2012-09 regarding a rate increase for the Municipal Drainage Utility System. (Jeff Straub)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

4. Consider action with respect to Resolution R12-09 authorizing proceeding with Issuance of Certificates of Obligations and further directing the Publication of Notice of Intention to Issue City of Taylor, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012. (Rosemarie Dennis)
5. Consider request from IESI to consider curbside recycling and a fee increase for Solid Waste Collection Services. (Danny Thomas)
6. Consider introducing Ordinance 2012-6 amending the Fee Ordinance regarding garbage rates, first responder fees and impact fees. (Rosemarie Dennis)
7. Consider confirming City Manager's appointment of Chief of Police (Jim D. Dunaway)

EXECUTIVE SESSION

8. The Taylor City Council will hold a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, in accordance with the authority contained in Section 551.074 to discuss personnel matters.
 - Annual evaluation of City Manager, Jim D. Dunaway.
9. Consider action from Executive Session. (Council)

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act. I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on March 5, 2012 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Daily Press.

In compliance with the ADA the City Hall and Council Chambers are wheelchair accessible. Reasonable accommodations will be provided for persons attending city council meetings in need of special assistance. Please contact Susan Brock, City Clerk, at least 24 hours prior to the meeting for special assistance.

Posted By: Susan Brock Date 3/5/12
Susan Brock, City Clerk



***City Council Meeting
March 8, 2012
Agenda Item Transmittal***

Agenda Item #: 1
Agenda Title: Minutes for February 16, and February 23, 2012.
Council Action: Motion to approve or approve with corrections
Initiating Department: City Management/City Clerk
Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

Pursuant to the Open Meetings Law, Chapter 551, Local Government Code and in accordance with the authority contained in Section 551.021 and the City Charter, the “Minutes” of each City Council must be recorded, compiled and approved by the City Council in subsequent meetings. The purpose of this item is to conform to these legal requirements.

2. DESCRIPTION/ JUSTIFICATION

N/A

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. REFERENCE FILES

- 1a. [Minutes, February 16, 2012.](#)
- 1b. [Minutes, February 23, 2012.](#)

The City Council of the City of Taylor met on February 16, 2012, at City Hall, 400 Porter St., Taylor, Texas. Mayor Hill declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Mayor Pro Tem, Chris Gonzales
Council Member Jesse Ancira
Council Member John McDonald
Council Member Chris Osborn

City Manager, Jim Dunaway
Assistant City Manager, Jeff Straub
City Clerk, Susan Brock

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

1. CONSIDER REVISED CONTRACT FOR SALE OF WHOLESALE WATER TO THE NOACK WATER SUPPLY CORPORATION.

Mr. Dunaway reported to Council that is item was not ready for discussion and asked that it be moved to another meeting agenda.

2. CONDUCT WORKSHOP AND CONTINUE DISCUSSION REGARDING PAVEMENT MANAGEMENT REPORT.

Mr. Straub presented information regarding financial options for a street maintenance program. Information on capital costs, recurring costs, and funding mechanisms were presented for discussion. No action was taken on this item.

ADJOURN

With no further discussion or business; Mayor Hill adjourned the meeting at 7:35 p.m.

Don Hill, Mayor

ATTEST:

Susan Brock, City Clerk

The City Council of the City of Taylor met on February 23, 2012, at City Hall, 400 Porter St., Taylor, Texas. Mayor Hill declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Mayor Pro Tem, Chris Gonzales

Council Member Jesse Ancira

Council Member John McDonald

Council Member Chris Osborn (arrived at 6:05 pm)

City Manager, Jim Dunaway

Assistant City Manager, Jeff Straub

City Attorney, Ted Hejl

City Clerk, Susan Brock

INVOCATION

Pastor Robert Curtis led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

Pastor Curtis used this opportunity to introduce himself to the community as a new pastor for the Whole Truth Church of God ministry.

(Council Member Osborn joined the meeting at 6:05 P. M.)

CONSENT AGENDA

1. MINUTES FEBRUARY 9, 2012.
2. CONSIDER APPROVING 380 AGREEMENT WITH MCCOY'S REGARDING TARGETED INFRASTRUCTURE IMPROVEMENTS.
3. CONSIDER APPROVING RESOLUTION R12-06 REGARDING TEMPORARY STREET CLOSURES FROM MAIN STREET ACTIVITIES AND EVENTS IN 2012.
4. CONSIDER REQUEST FROM MAIN STREET ADVISORY BOARD TO SELL WINE AND BEER AND TO ALLOW CONSUMPTION THROUGHOUT THE FESTIVAL AREA FOR THE ZEST FEST 2012.
5. CONCUR WITH PRELIMINARY FINANCIALS FOR JANUARY, 2012.

Council Member McDonald moved to approve the consent agenda as presented and Mayor Pro Tem Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

6. DISCUSS MUNICIPAL DRAINAGE UTILITY SYSTEM (MDUS) DRAINAGE PROJECTS.

Mr. Straub and Mr. Casey Sledge, consulting city engineer, presented a review of drainage projects and funds available from the MDUS revenue. Council discussed the possibility of issuing debt as well as increasing the rate from \$1 to \$2 to provide additional funds to address these projects and particularly the Holly Springs drainage issue. Staff was instructed to bring back the issue of a rate increase for further consideration at the next meeting in the form of an Ordinance.

7. CONSIDER APPROVING RESOLUTION R12-05 AUTHORIZING AN APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS HOUSING TRUST FUND FOR THE AMY YOUNG BARRIER REMOVAL PROGRAM AND AUTHORIZING THE CITY MANAGER TO ACT AS THE AUTHORIZED REPRESENTATIVE.

Mr. Bob vanTil, Director of Planning and Development presented a request to consider an application for funds to assist homeowners in addressing accessibility issues. Ms. Judy Langford will be submitting the application on behalf of the city and stated that this grant does not require any additional matching funds from the city.

Council Member Osborn moved to approve Resolution R12-05 as presented and Mayor Pro Tem Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

8. CONSIDER REVISED CONTRACT FOR SALE OF WHOLESALE WATER TO THE NOACK WATER SUPPLY CORPORATION.

Mr. Dunaway reported that this item was not complete and will be brought back for council consideration at a later date.

9. CONSIDER ABOARD APPOINTMENT TO MAIN STREET ADVISORY BOARD TO FILL VACANCY.

Ms. Deby Lannen, Main Street Director, presented a request to fill a vacancy on the Board with one of the applicants who had been previously considered for an appointment in January. Of the three remaining applications on file the Board had recommended Ms. Finch to be appointed at the next available vacancy. Council stressed the need to continue to seek additional applicants to increase the diversity for all boards.

Council Member McDonald moved to appoint Kelly Finch to fill the vacancy as presented and Council Member Osborn seconded the motion. VOTE: Five voted AYE. Motion passed.

10. CONSIDER APPROVING RESOLUTION R12-09 AUTHORIZING AN APPLICATION TO THE HOME PROGRAM CONTRACT SYSTEM TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIP PROGRAM.

Mr. vanTil presented a request to consider participate in the HOME contract system that will allow the city to assist in providing another five additional houses through this method. While this program does require matching funds the city portion is generally met through demolition costs.

Mayor Pro Tem Gonzales moved to approve Resolution R12-09 as presented and Council Member Ancira seconded the motion. VOTE: Five voted AYE. Motion passed.

11. CONSIDER APPROVING RESOLUTION R12-07 REGARDING AN APPLICATION TO WILLIAMSON COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING.

Mr. vanTil presented a request for council to consider an application for funding from the Williamson County CDBG program. Preliminary plans are to request funding for street rehabilitation in an area to still be determined. Ms. Langford provided an

overview of the program and qualifications for potential applicants.

Council Member Osborn moved to approve Resolution R12-07 with the focus on Burkett and Jones Streets and possibly adding 4th Street if funds are available. Council Member McDonald seconded the motion. VOTE: Five voted AYE. Motion passed.

12. CONSIDER RESOLUTION R12-08 CREATING A COMMUNITY REVITALIZATION PLAN FOR HAMILTON VALLEY MANAGEMENT PROJECT.

Mr. vanTil presented a request from Hamilton Valley Management to create a Community Revitalization Plan for the two properties they are planning to rehabilitate. The plan will provide an extra point incentive towards their grant application to the state for funding of the project.

Mayor Pro Tem Gonzales moved to approve Resolution R12-08 as presented and Council Member Ancira seconded the motion. VOTE: Five voted AYE. Motion passed.

13. CONSIDER SELECTING TYPE FO CONSTRUCTION DELIVERY METHOD FOR COMMUNITY RECREATION CENTER.

Mr. Sledge presented an overview of the various delivery methods for the construction of the community recreation center. Details were provided at a previous meeting and staff provided a recommendation based on past experience and best suited method for this project.

Mayor Pro Tem Gonzales moved to select the Construction Manager Agent method as presented and Council Member McDonald seconded the motion. VOTE: Five voted AYE. Motion passed.

EXECUTIVE SESSION

14. The Taylor City Council The Taylor City Council will conduct a closed executive meeting under Section 551.071 of the Texas Government Code in order to meet with its City Attorney on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas authorize and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act.

- Legal issues associated with creating a street maintenance utility.

Mayor Hill and council members retired to closed session at 7:35 pm.

15. CONSIDER ACTION FROM EXECUTIVE SESSION.

Mayor Hill resumed the open meeting at 8:07 p.m. and stated that there was no action taken on any issue during Executive Session. Council Member Osborn moved to amend the agenda for the March 29th meeting to include discussions on amending the city charter and to continue the discussion on funding a street maintenance program.

ADJOURN

With no further business; Mayor Hill adjourned the meeting at 8:08 p.m.

ATTEST:

Susan Brock, City Clerk

Don Hill, Mayor



***City Council Meeting
March 8, 2012
Agenda Item Transmittal***

Agenda Item #: 2
Agenda Title: Proclamation Recognizing Prevention of Underage Drinking

Council Action to be taken: Mayor to read proclamation; John Matthews will be accepting on behalf of the TISD

Initiating Department: City Administration

Staff Contact:

1. INTRODUCTION/PURPOSE

To bring attention to the issue of underage drinking.

2. DESCRIPTION/ JUSTIFICATION

Mr. John Matthews, TISD Coordinator of Family Services has organized a town meeting to be held on March 21st at 7 pm at Taylor High School to promote awareness of the problem of underage drinking in our communities. He has asked that the Mayor present this proclamation at a council meeting and he will be bringing a group of parents, educators, and students to our meeting.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

The Town Meeting is scheduled for March 21st at 7 pm.

5. RECOMMENDATION

Mayor presents proclamation to Mr. Matthews and his supporters.

6. REFERENCE FILES

2a. [Proclamation](#)

CITY OF TAYLOR

State of Texas

Proclamation

WHEREAS, the legal drinking age in the United States of America is 21; and

WHEREAS, student councils nationwide have identified alcohol as a serious problem in their schools; and

WHEREAS, drinking has a negative effect on the academic performance of students; and

WHEREAS, underage drinkers are at greatest risk for alcohol poisoning; and

WHEREAS, alcohol use among junior high school students is increasing.

NOW THEREFORE, on this 8th day of March, 2012, as Mayor of the CITY OF TAYLOR, TEXAS I call upon all citizens, parents, and our community to help raise awareness about the critical public health issue of underage drinking.

Donald R. Hill, Mayor



City Council Meeting March 8, 2012 Agenda Item Transmittal

Agenda Item #: 3
Agenda Title: Consider introducing Ordinance 2012-09 regarding a rate increase for the Municipal Drainage Utility System fee.
Council Action to be taken: Introduce Ordinance amending MDUS fee.
Initiating Department: City Manager's Office
Staff Contact: Jeff Straub, Assistant City Manager

1. INTRODUCTION/PURPOSE

Since the inception of the Municipal Drainage Utility System (MDUS) and the establishment of the nominal fee of \$1.00 per ERU, it was realized that the \$1.00 fee would only cover the basic debt issuance needed to reimburse the General Fund for creation of the MDUS and the Mallard Culvert Project.

An increase in the base MDUS fee will enable the MDUS to issue a sufficient amount of debt necessary to complete the next priority drainage project: the Holly Springs Drainage Project and to complete other smaller projects.

2. DESCRIPTION/ JUSTIFICATION

The initial MDUS fee per ERU of \$1.00 generates approximately \$155,000 per annum. This amount of revenue will leverage about \$1 MM in debt issuance on a 10 year debt schedule. Increasing the MDUS fee to \$2.00 per ERU will allow the MDUS to issue enough debt to reimburse the General Fund's Reserves for the creation of the MDUS (and for the General Fund's having already paid for the Mallard Street Drainage Project) and for the amount needed to issue debt for the Holly Springs Drainage Project.

3. FINANCIAL/BUDGET

Currently, the MDUS owes the General Fund's Reserves:
\$551,120 for the Mallard Culvert Project
\$60,000 per year for 2 years until \$124,087 for MDUS creation costs

Impending Projects
\$800,000 Holly Springs Drainage Project

\$ 80,000 Reese area Drainage
Potentially – engineering costs for Edmond Drainage Design
Approximate Annual Debt Payments

	2 mil	2.5 mil	3 mil.
10 yr @ 2.25%	\$ 226,961.00	\$ 283,811.00	\$ 340,515.00
15 yr @ 2.75%	\$ 165,509.00	\$ 207,064.00	\$ 248,243.00
20 yr @ 3.25%	\$ 138,340.00	\$ 173,963.00	\$ 207,825.00

\$ 2.00 MDUS Fee raises approx. \$310,000 per year –
approx. \$155,000 per \$1 ERU
*average annual payments
listed*

Note: fees for debt issuance must be subtracted from amount of issuance.

4. TIMELINE CONSIDERATIONS

MDUS fees should be adjusted to accommodate whatever debt term and level Council sees fit to issue.

5. RECOMMENDATION

Introduce amendment to MDUS fee ordinance.

6. REFERENCE FILES

3a. [Ordinance 2012-09](#)

ORDINANCE NO. 2012-09

AN ORDINANCE AMENDING THE FEES, RATES AND CHARGES FOR DRAINAGE UTILITY SERVICES COLLECTED BY THE CITY; AMENDING ORDINANCE 2010-36 ESTABLISHING THE FEES, RATES, AND CHARGES COLLECTED FOR DRAINAGE UTILITY SERVICES FOR THE MUNICIPAL DRAINAGE UTILITY SYSTEM ESTABLISHED BY ORDINANCE 2009-36; AMENDING ORDINANCE 2010-36 BY INCREASING EACH EQUIVALENT RESIDENTIAL UNIT OR ERU AS DEFINED IN 2009-36 FROM \$1.00 TO \$2.00; AND PROVIDING A SAVINGS CLAUSE.

WHEREAS, the City Council desires to change the fees, rates, and expenses for each Equivalent Residential Unit or ERU charged by the City for drainage utility services; and

WHEREAS, Ordinance 2009-36 establishing the City Municipal Drainage Utility System allows the City to provide rules for the use, operation and financing of the system; and

WHEREAS, Ordinance 2009-36 authorizes the City to assess the fees and charges to support the Municipal Drainage utility System; and

WHEREAS, Ordinance 2009-36 and Chapter 402, Subchapter C of the Texas Local Government Code as amended from time to time authorizes the City to provide funding for future construction of the Drainage Utility System from contributions into the Drainage Utility System through drainage utility fees; and

WHEREAS, it is deemed reasonable and necessary to increase the fee for each ERU from \$1.00 to \$2.00 in order to properly fund the Drainage Utility System.

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

SECTION 1. All of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

SECTION 2. Paragraph (A) in Section I. of Ordinance 2010-36 is amended to read as follows:

“(A) For the purposes of calculating the Drainage Utility Fee,

an ERU shall be the established billing unit. One ERU shall be billed at two dollars (\$2.00)." The remaining provisions of Paragraph A remain unchanged.

SECTION 3. Except as changed herein, Ordinance 2010-36 as written shall remain in effect. The intent of this Ordinance is only to increase each ERU charge from \$1.00 to \$2.00.

SECTION 4. If any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of this Ordinance which shall remain in full force and effect.

SECTION 5. The City Clerk of the City of Taylor, Texas, is hereby directed to publish the caption of this Ordinance as authorized by Section 52.013, Texas Local Government Code.

SECTION 6. In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Taylor, Texas, on the ____ day of March, 2012.

PASSED, APPROVED and ADOPTED on this the ____ day of March, 2012.

DON HILL
Mayor

ATTEST:

SUSAN BROCK, City Clerk

APPROVED AS TO FORM:

TED W. HEJL, City Attorney

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2012-09, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of March, 2012, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this the _____ day of March, 2012.

SUSAN BROCK
City Clerk



City Council Meeting March 8, 2012 Agenda Item Transmittal

Agenda Item #: 4

Agenda Title: Consider action with respect to Resolution R12-09
Authorizing Proceeding with Issuance of Certificates of
Obligation and further Directing the Publication of Notice
of Intention to issue City of Taylor, Texas Combination
Tax and Revenue Certificates of Obligation, Series 2012.

Council Action to be taken: Approve Resolution R12-09

Initiating Department: Finance/City Management

Staff Contact: Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

In accordance with previous discussions on this matter, the enclosed resolution would officially give notice of the City's intent to issue Certificates of Obligation that will not exceed \$3,000,000. Bart Fowler (McCall, Parkhurst & Horton, L.L.P), who is the City's Bond Attorney and Jennifer Douglas who is the City's financial advisor will be here to address any questions or comments you may have on this matter.

2. DESCRIPTION/ JUSTIFICATION

Debt issuance has been a topic of discussion for this fund since the implementation of the Municipal Drainage Utility System (MDUS). A reimbursement resolution was approved back in March of 2011. This would allow the City to reimburse the General Fund for the transfer of \$555,120 to cover the expenditures for the Mallard Culvert Project, once the debt is issued. This project was completed in August of 2011. The reimbursement resolution is in effect for eighteen months from the date of passage. With six months remaining to complete this task, it is important that the City move forward with this process of debt issuance.

Provided in your packet you will find the City of Taylor, timetable for the issuance of the bonds.

3. FINANCIAL/BUDGET

Not to exceed \$3,000,000 in Certificates of Obligation, Series 2012.

4. TIMELINE CONSIDERATIONS

Approval of this resolution and the subsequent actions relative to the delivery of the funds.

5. RECOMMENDATION

Approve as submitted.

6. REFERENCE FILES

- 4a. [Resolution R12-09 Notice](#) of Intention to Issue
- 4b. [2012 CO Timetable](#)
- 4c. [Drainage Debt Service](#) Schedule

RESOLUTION NO. R12-09

**RESOLUTION AUTHORIZING PROCEEDING WITH ISSUANCE OF
CERTIFICATES OF OBLIGATIONS AND FURTHER DIRECTING THE
PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF
TAYLOR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES
OF OBLIGATION, SERIES 2012**

**THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §**

WHEREAS, the City Council (the "Council") of the City of Taylor, Texas (the "City") has determined it to be in the City's best interest to issue certificates of obligation for paying all or a portion of the City's contractual obligations incurred or to be incurred for (i) constructing, improving, extending and/or expanding the City's drainage system, and (ii) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates (collectively the "Project"); and

WHEREAS, the Council has deemed it advisable to give notice of intention to issue the Certificates in a maximum principal amount not to exceed \$3,000,000 pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 et seq., Local Government Code, as amended (the "Act"), for the purpose of financing the Project; and

WHEREAS, prior to the issuance of the Certificates, the Council is required under Section 271.041 et seq., Local Government Code to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City, the notice stating: (i) the time and place tentatively set for the passage of the order authorizing the issuance of the Certificates, (ii) the maximum amount and purpose of the Certificates to be authorized; and (iii) the manner in which the Certificates will be paid; and

WHEREAS, the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

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

1 Attached hereto is a form of the Notice of Intention to Issue the Certificates, the form and substance of which is hereby adopted and approved.

2. Bond Counsel for the City, shall cause the notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City, on the same day in each of two consecutive weeks, the date of the first publication to be at least 31 days prior to the time set for the order authorizing issuance of the Certificates as shown in the notice.

3. This Resolution shall become effective immediately upon adoption. The City Clerk is hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the City and the Mayor, City Clerk, the City Manager and Director of Finance are further authorized to do any and all things proper and necessary to carry out the intent of this Resolution including approving appropriate changes to the notice and approving the final form of any Preliminary Official Statement for distribution to the market in connection with the sale of the Certificates.

4. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each series of the obligations being issued or (ii) \$9,500 per series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the obligations.

[Execution Page Follows]

PASSED, APPROVED AND EFFECTIVE THIS MARCH 8, 2012.

Mayor
City of Taylor, Texas

ATTEST:

City Clerk
City of Taylor, Texas

[SEAL]

**NOTICE OF INTENTION TO ISSUE
CITY OF TAYLOR, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2012**

NOTICE is hereby given that it is the intention of the City Council of the City of Taylor, Texas to issue Certificates of Obligation of the City in one or more series for the purpose of providing funds for paying contractual obligations incurred or to be incurred for: (i) constructing, improving, extending and/or expanding the City's drainage system, and (ii) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates. The City Council tentatively proposes to authorize the issuance of the Certificates of Obligation at its regular meeting place in the City Hall, 400 Porter Street, Taylor, Texas to be commenced at 6:00 p.m., on the 26th day of April, 2012. The maximum amount of Certificates of Obligation that may be authorized for the above listed purposes is \$3,000,000. The City Council presently proposes to provide for payment of the Certificates of Obligation by a pledge of ad valorem taxes upon all taxable property within the City within the limits allowed by law. The Certificates of Obligation will be additionally payable from a limited pledge of the City's surplus water and sewer system revenues not to exceed \$1,000.



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

City of Taylor, Texas Summary Timetable for Issuance of Combination of Tax & Revenue Certificates of Obligation, Series 2012

- | | |
|----------------------------|---|
| *Thursday, March 8, 2012* | <ul style="list-style-type: none">• City Council adopts a resolution directing publication of notice of the City's intention to issues Certificates of Obligation (COs).• City Council authorizes financial advisor to prepare offering documents for COs. |
| Friday, March 16, 2012 | <ul style="list-style-type: none">• First publication of notice of the City's intention to issue COs. |
| Friday, March 23, 2012 | <ul style="list-style-type: none">• Second publication of notice of the City's intention to issue COs. |
| Week of April 1, 2012 | <ul style="list-style-type: none">• Rating agency calls with City Staff. |
| Tuesday, April 17, 2012 | <ul style="list-style-type: none">• Ratings are received. |
| Thursday, April 19, 2012 | <ul style="list-style-type: none">• Preliminary Official Statement and Notice of Sale are electronically distributed by financial advisor. |
| *Thursday, April 26, 2012* | <ul style="list-style-type: none">• COs are priced by financial advisor through competitive sale.• Award. COs are awarded by City Council to winning underwriter(s). |
| Tuesday, May 22, 2012 | <ul style="list-style-type: none">• Closing. COs are delivered and proceeds received. |

* Requires Official Council Meeting.

City of Taylor, Texas

Series 2012 Certificates of Obligation for Drainage

10-Year Repayment, assumes 2.25% interest rate

FYE 30-Sep	\$2,000,000 Certificates of Obligation		
	Principal	Interest	Total
2012	\$0	\$0	\$0
2013	170,000	58,000	228,000
2014	185,000	41,175	226,175
2015	190,000	37,013	227,013
2016	195,000	32,738	227,738
2017	200,000	28,350	228,350
2018	205,000	23,850	228,850
2019	210,000	19,238	229,238
2020	210,000	14,513	224,513
2021	215,000	9,788	224,788
2022	220,000	4,950	224,950
Total	\$2,000,000	\$269,613	\$2,269,613

\$2,500,000 Certificates of Obligation		
Principal	Interest	Total
\$0	\$0	\$0
210,000	72,500	282,500
230,000	51,525	281,525
235,000	46,350	281,350
245,000	41,063	286,063
250,000	35,550	285,550
255,000	29,925	284,925
260,000	24,188	284,188
265,000	18,338	283,338
270,000	12,375	282,375
280,000	6,300	286,300
\$2,500,000	\$338,113	\$2,838,113

\$3,000,000 Certificates of	
Principal	Interest
\$0	\$0
255,000	87,000
280,000	61,763
285,000	55,463
290,000	49,050
295,000	42,525
305,000	35,888
310,000	29,025
320,000	22,050
325,000	14,850
335,000	7,538
\$3,000,000	\$405,150

Notes:

Rate preliminary, subject to change.

Does not include bond issuance costs.



Obligation
Total
\$0
342,000
341,763
340,463
339,050
337,525
340,888
339,025
342,050
339,850
342,538
\$3,405,150



City Council Meeting March 8, 2012 Agenda Item Transmittal

Agenda Item #: 5

Agenda Title: Consider request from IESI to consider curbside recycling and a fee increase for Solid Waste Collection Services.

Council Action to be taken: Approve, deny or table

Initiating Department: Public Works/Finance

Staff Contact: Danny Thomas, Director of Public Works

1. INTRODUCTION/PURPOSE

IESI has submitted a formal request for a rate increase for solid waste services. Tabled from January 12 2012, Council requested that Curbside Recycling service and a cost for this service.

2. DESCRIPTION/ JUSTIFICATION

The City entered into a contract with IESI in December 2002 that became effective on February 1, 2003. Since the inception of this contract, IESI has requested and received five rate increases that became effective on March 10, 2005, October 1, 2006, March 13, 2008, March 12, 2009, December 1, 2009 and January 13, 2011.

On December 10, 2009, Council approved an additional 7.7% in residential rates and 9.8% in commercial rates that became effective on December 1, 2009 and was reflected on the January 2010 bills.

January 13, 2011 IESI requested an extension on their contract, which Council was approved and extended until January 31, 2014.

Representatives from IESI will be present at this City Council to address any questions or concerns that Council may have.

3. FINANCIAL/BUDGET

If IESI's request is approved, as submitted, their base residential rate would go from \$11.22 to \$11.66 (or 3.9% increase) per home and \$3.79 for additional carts, which is

currently \$3.65. IESI has reached a cost at \$3.20 to the \$3.30 a month per household for twice a month curbside recycling.

4. TIMELINE CONSIDERATIONS

Contract has already been extended to January, 2014. Increases would go into effect when Council determines.

5. RECOMMENDATION

Staff recommends approval of IESI's request for an increase in garbage rates.

6. REFERENCE FILES

5a. [IESI letter](#)

5b. [Original contract](#)

CITY OF TAYLOR
SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT

This Solid Waste Collection Agreement is dated this 18th day of December, 2002 and between the City of Taylor, Texas (the "City"), a Municipal Corporation of Williamson, County, Texas and IESI TX Corp., (the "Contractor").

WITNESSETH

WHEREAS, the Contractor wishes to provide Refuse collection within the City, transportation to a landfill or disposal site, and to perform such other work as may be incidental thereto;

NOW, THEREFORE, in consideration of the following mutual agreements, and covenants and conditions herein set forth, and the ordinances and regulations of the City, and the laws of the State of Texas governing the collection and disposal of refuse, it is understood and agreed by and between both parties hereto as follows:

GRANT: The Contractor is hereby granted the sole and exclusive franchise, license, and permit privilege to use the public streets, alleys and thoroughfares within the territorial jurisdiction of the City and Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Residential and Commercial Refuse collection, removal and disposal, as specified, and to perform all work called for and described in the Contract Documents.

The Contract Documents include the following:

- 1.0 Background
- 2.0 Definitions
- 3.0 Effective Date
- 4.0 Term and Termination
- 5.0 Scope and Nature of Services
- 6.0 Collection Operations
- 7.0 Employee Relations
- 8.0 Indemnification
- 9.0 Insurance
- 10.0 License and Taxes
- 11.0 Compliance with the Law
- 12.0 Ownership
- 13.0 Records & Reporting
- 14.0 Basis and Method of Payment
- 15.0 Default
- 16.0 Transferability of Contract
- 17.0 Expansion of Agreement Area
- 18.0 Force Majeure: Emergency Service Provisions
- 19.0 Severability
- 20.0 Modification, Waiver
- 21.0 Miscellaneous

1.0 BACKGROUND

1. City and Contractor have negotiated and agreed on the terms and conditions set out herein accordingly, to which Contractor will provide City with the scope of services outlined below in Section 5.
2. All provisions of the contract documents shall be strictly complied with and conformed to by the Contractor, and there will be no Amendment to the Contract except upon the written consent of both parties, which consent shall not be unreasonably withheld.
3. No Amendment shall be construed to release either party from any obligation of the contract documents except as specifically provided for in such document.
4. The Contract is entered into subject to the following conditions:
 - a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified herein, and required by the contract documents.
 - b. The Contractor shall not be liable for the failure to wholly perform his duties if such failure is caused by a catastrophe, riot, war, governmental order or regulations, strike, fire, accident, Act of God or other similar or contingency beyond the reasonable control of the Contractor.
 - c. The invalidity or inability to enforce any provision or portion of any contract document shall not affect the validity or enforceability of any other provision of the contract documents.
 - d. Contractor certifies that it does business as a Corporation, organized under the laws of the State of Texas.

2.0 DEFINITIONS

Acceptable Container – Carts or containers provided by Contractor.

Acceptable Waste - Waste produced at a residential or commercial unit other than extraordinary amounts produced due to natural or man-made disasters, but not including hazardous waste, dead animals in excess of ten (10) pounds, construction waste, ammunition, hot ashes, tires, or stumps.

Agreement - Refers to this Solid Waste Collection and Disposal Agreement.

Agreement Area - The area within the bounds of the City at the date of this Agreement and any other areas that may be incorporated by the City during the term of this Agreement.

Bin (Commercial/Industrial) - Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units. No less than two (2) cubic yards nor larger than ten (10) cubic yards.

Brush - A waste accumulation of not more than five (5) cubic yards of cut-off bushes or branches of trees or shrubbery that are not bundled and stumps not exceeding two and one-half (2-1/2) feet in diameter or length.

Building Material - Any material such as lumber, brick, plaster, gutters or other substances accumulated as a result of repairs or additions to existing buildings, construction or new buildings or demolition of existing structures.

Bulky Waste -Waste that includes sofas, stoves, refrigerators, water tanks, washing machines, dryers, air conditioners, sinks, toilets, furniture, and other waste materials and appliances (certified where applicable as freon-free), and like items other than construction debris, dead animals, hazardous waste or stable matter with weight or volumes greater than allowed in approved bins or containers, as the case may be or that can be loaded by one (1) person at curbside.

Bundle - Shrub, tree, brush trimmings, newspaper or magazines securely tied together forming an easily handled package not exceeding four (4') feet in length, two (2') feet in diameter and thirty-five (35) pounds in weight. Total amount of "bundled" material set out for collection each week (per home) shall not exceed two (2) cubic yards.

Carts - A rubber-wheeled receptacle with a capacity of sixty-five (65) gallons or ninety-five (95) gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting secure lid capable of preventing entrance into the container of small animals. The weight of the cart and its contents shall not exceed two hundred (200) pounds. Carts will be provided with ownership retained by Contractor, as required by the Contract.

City - The City of Taylor, Williamson County, Texas.

Collection - The practice of picking up municipal solid waste using receptacles, containers, bins and equipment/vehicles of safe design and construction and hauling municipal solid waste from the collection site to properly permitted and operated disposal site(s) as determined by the Texas Commission on Environmental Quality (TCEQ).

Commercial Refuse - All bulky waste, construction debris, garbage, rubbish and stable matter generated by a producer at a commercial unit.

Commercial Unit - All commercial building or premises, locations or business, including retail, wholesale, institutional, religious, governmental or other non-residential establishment, at which Garbage, Trash or Refuse may be generated, having a physical address within the corporate limits of the City, not a Residential Unit.

Commercial Hand Collect Unit - A retail or light commercial type of business which generally generates no more than one (1) cubic yard of Refuse per week.

Commodity - Material that can be sold in a spot or future market for processing and use or refuse.

Complaint - A communication from a customer to Contractor or City concerning service, which upon investigation by the Contractor or the City, is determined to be correct and shall prompt some action by the Contractor or the City.

Construction Debris Waste - Waste building materials resulting from construction, remodeling, repair or demolition operations.

Construction Site - Any location, lot, site or area in the City upon which building, remodeling or construction is being performed.

Contract Documents - The Request for Proposals, Instructions to Contractors, Contractor's Proposal, General Specifications, Certificate of Insurance, and any addenda or changes to the foregoing documents agreed to by the City and Contractor, and Contract signed by Contractor and City.

Contractor – IESI TX Corp as such firm designated under Contract by the City for collection, transportation, disposal and/or processing and disposal of residential, commercial and refuse.

Customer - An occupant of a residential or commercial unit who generates refuse.

Dead Animals - Animals or portions thereof equal to or greater than ten (10) pounds, that have expired from any cause, except those slaughtered or killed for human use and properly placed in an acceptable container must be disposed of separate from this contract, except dead animals picked up at the Animal Shelter.

Disposal Site - A refuse depository as selected for use by Contractor and approved for use by the City unless otherwise specified by the City of Taylor, Texas, including, but not limited to Texas Class I sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing of final disposal of refuse, garbage, bulky waste, brush, construction debris, dead animals and commercial and institutional waste by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

Effective Date – February 1, 2003.

Garbage - Any and all dead animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable, and/or other matter) that results from the preparation, processing, consumption, dealing, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal, vegetable or other matter (including, but not by way of limitation), that are used in tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of bulky waste, construction debris, dead animals, hazardous waste, rubbish or stable matter.

Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the Environmental Protection Agency (EPA) under the Resource Conservation Recovery Act, 42 U.S.C. Section 1002, et. seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et. seq., regulations promulgated there under or appropriate agency of the State, to be hazardous or toxic as defined by, or pursuant to Federal or State Law. This term does not include small quantity generator of household hazardous waste, as defined by Federal or State Law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.

Household Waste - Any waste produced at a Residential Unit, such as paper, sweepings, dust rags, bottles, cans or other Garbage, which is usually attendant to housekeeping, but not including Hazardous Waste.

Industrial Refuse - All non-hazardous waste materials that are a by-product or generated from a manufacturing process.

Industrial Unit - All manufacturing customers whose solid wastes are (i) compacted by industrial sized compactors and stored in forty (40) cubic yard (minimum) containers for hauling to the disposal site, or (ii) processed by dust collection units and stored in forty (40) cubic yard (minimum) containers for hauling to the disposal site or (iii) collected for disposal with a frequency or more than one time per week in forty (40) cubic yard containers, having a physical address in the City and not a Residential or Commercial Unit.

Municipal Solid Waste - All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, Garbage, Ashes, Refuse, Rubbish, Waste Materials, Brush, Paper, Plastic, Yard Waste (including brush, tree trimmings and Christmas trees), discarded Appliances, Home Furniture and furnishings, provided that such material must be of type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

Multi-Family Dwelling - Any single structure occupied by more than two families. The owners of two or more such dwellings on contiguous lots may, at their one time option, have such dwellings considered residential dwellings with each occupant establishing an account with the City of Taylor and being responsible for payment of the monthly Residential fee or have such dwellings considered Commercial accounts with services provided under terms and conditions of the Commercial Solid Waste Collection and Disposal Ordinance.

Portable Packing Unit - A metal container not exceeding four thousand five hundred (4,500) pounds gross weight with a four (4) to six (6) yard capacity that contains a packing mechanism and an internal or external power unit.

Premises - All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings or vacant lots.

Producer - An occupant of a commercial, industrial or residential unit that generates Refuse.

Recyclable Materials – Includes green, brown and clear glass; plastic milk jugs, water bottles and soda bottles; aluminum, tin, and steel cans; and newsprint.

Refuse - This term shall refer to all garbage, rubbish, bulky waste, construction debris and stable matter generated by residential or commercial units.

Residential Refuse - All garbage and rubbish generated by a producer at a Residential Unit.

Residential Unit - A dwelling within the agreement area occupied by a person or a group of persons comprising of not more than two (2) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether single or multi-level construction whether single family, duplexes, triplexes and fourplexes are included and shall be treated as a Residential Unit, except that each single-family dwelling within such Residential Unit shall be separately billed and provided Residential cart collection service as a Residential Unit.

Roll Off - A unit varying in capacity between twenty (20) and forty (40) cubic yards which is used for collecting, storing, transporting building materials, business trash, industrial waste, hazardous waste, refuse or yard waste. The unit may or may not be of the open or enclosed

variety. The distinguishing feature of the detachable container is that it is picked up by a specially equipped truck and becomes an integral part of transporting the waste material to the final disposal site.

Rubbish - Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, excelsior, furniture, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible pulp, ashes, cinders, floor sweepings, and other products, such as are used for packaging, or wrapping; noncombustible rubbish includes crockery, glass, tin cans, aluminum cans, metal furniture, mineral or metallic substance, and any and all other waste materials which will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit) or not included in the definition of bulky waste, construction debris, dead animals, garbage, hazardous waste or stable matter.

Special Materials Waste - Any waste defined on "Exhibit A" hereto and made a part hereof.

Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from keeping of animals, livestock or poultry.

Utility - A public service provided by a public or private company such as natural gas, electricity, telephone, cable television, storm and sanitary sewers and other, that are normally located in or above a public or private street or right-of-way. Utility does not include the public or private street. For the purpose of this proposal, a utility as defined above, shall be located in or above the right-of-way in a manner that is consistent with governmental regulations and safe utility practices.

White Goods - Appliances: Stoves, water tanks, washing machines, dryers, refrigerators, air conditioners, sinks, toilets, and like items. Refrigerators and air conditioners must have their freon removed by a certified technician and be properly tagged before they can be picked-up. The Contractor is not required to pick-up bathtubs, shower stalls and like items. Furniture: Couches, beds, mattresses, loveseats, tables, chairs, TV's, lamps, microwaves, etc.

Yard Waste - Grass clippings, leaves, brush and shrubbery trimmings.

3.0 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract, and performance of such contract shall begin on the 1st day of February, 2003.

4.0 TERM AND TERMINATION

4.1 Term

The initial term of this agreement begins on February 1, 2003, and subject to the extension and early termination provisions set forth below, the agreement will terminate on January 31, 2006.

4.2 Extension

This agreement may, after the initial term, be extended for additional one-year periods as provided in this Section. If this agreement is not extended as provided in this Section, it will expire at the end of the

current term. Annually, on or before the anniversary date of this agreement, the City Manager will review Contractor's performance under this agreement. Upon the completion of each review that occurs on or before each anniversary date, the City may extend this agreement for an additional one-year period, or advise the Contractor that the agreement will expire at the conclusion of the current term without extension.

4.3 Termination for Cause

Notwithstanding the requirements set forth in paragraph 4.2, this agreement may be terminated for cause by the City at any time with thirty (30) days notice.

5.0 SCOPE AND NATURE OF SERVICE

This agreement grants the Contractor herein the exclusive and sole right, contract and franchise to operate and maintain the service of providing collection and deliver for disposal of all acceptable residential and commercial waste, garbage, trash and any and all other Refuse (as herein defined and as defined by the Municipal Solid Waste Management Regulations, any future amendments thereto or by Municipal Ordinance present or future) accumulated on premises within the corporate limits of agreement area of the City where such collection is or may be required by the City. The Contractor shall, at its own expense, furnish personnel and equipment sufficient to accomplish work hereinafter described. The Contractor shall establish and maintain in an efficient and businesslike manner such routes and special schedules as may be necessary to fulfill the Refuse service requirements contained in the ordinances and regulations of the City, and any future amendments and further provisions of this agreement.

5.01 Acceptable Waste Collection

5.1.1 Mandatory Pickup

1. It is understood that the City Code of Ordinances, Ordinance No. 2002-44, and to the state health and safety code, mandates subscription to Refuse service as prescribed therein under terms, conditions and special provisions as contained.
2. The Contractor shall provide not less than acceptable waste collection service to each occupied residential and commercial unit, utilizing acceptable containers, in the agreement area. Each occupied residence and commercial unit within the agreement area shall be automatically enrolled and shall become a subscriber to this service upon enactment of this contract. The City shall, when requested, furnish the Contractor with a list of all City customers located within the agreement area.
3. Collection of Refuse, garbage and trash meeting acceptable waste specifications, which for purposes of this contract shall mean that all residential and commercial units shall make use of the curbside collection service that is currently in existence within the agreement area. Also collected as a part of the regular weekly service will be bulky items.

5.1.2 Service Provided

1. Contractor shall provide curbside collection service for the collection of residential Refuse and bulky waste to each Residential Unit one (1) time per week, with a semi-automated collection system utilizing a sixty-five (65) or ninety-five (95) gallon cart as provided by Contractor, according to Contract. Bulky waste, bundles and acceptable containers shall be placed at curbside by 7:00 A.M. on the designated collection day, but no earlier than the evening before the regularly scheduled collection. Contractor shall place empty container(s) in the same location it was placed by the resident for collection, except that the container shall not be replaced on a paved surface of the road.

2. Bundled brush will be picked up as part of the Contractor's normal service. It must be bundled in lengths not greater than four (4') feet with a diameter of less than two (2') feet, and such bundles will be tied sufficiently so that the bundle can be lifted by the ties into Contractor's vehicle. Brush shall be collected once per month on a regularly scheduled pickup.
3. Contractor agrees to collect all municipal solid waste utilizing containers, equipment and vehicles of safe design, solid construction, sanitary condition, good repair and a clean appearance. Contractor agrees to provide clearly visible identity and Contractor's telephone number on each vehicle.

5.1.3 Accessibility

1. All Acceptable Containers shall be readily accessible to the Contractor's crew and not blocked. Unless there are unique circumstances approved by the City, Acceptable Containers shall be placed at or within five (5) feet of the curbside, which refers to that portion of a road or right-of-way or in the alley for those areas agreed to by the City and Contractor. Acceptable containers, bulky waste and bundles shall be placed as close to roadway as practicable or within five (5) feet of roadway without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bulky waste and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container, bulky waste or bundle not so placed. After loading, Contractor shall clean-up spillage caused by Contractor's operations within five (5) feet of the area where the Container was placed.
2. Contractor shall make arrangements to provide special collection for those individuals with demonstrated disabilities requiring "at door collection." To qualify for "door collection" the occupant of the Residential Unit shall present Contractor with medical evidence of his or her inability to bring the Acceptable Container to the curb. Employees of Contractor shall not be required to expose themselves to vicious animals in order to collect Refuse.
3. Contractor shall provide for the special collection from residential and commercial units, construction debris, stable matter and brush over five (5) cubic yards. Also, the Contractor may from time to time provide for the special collection of dead animals and hazardous waste at Residential Units at its sole discretion and upon terms and conditions, as Contractor shall specify.

5.02 Bulky Waste and White Goods Collection

5.2.1 Service

1. The Contractor will, as part of its normal Refuse service, provide curbside bulky waste or "White Goods" collection service. Normal volumes of bulky waste or "White Goods" collected as part of normal Refuse service shall be defined as five (5) cubic yards or less, and will be at no additional charge to the City. Any customer who, in the opinion of the Contractor and the City, abuses this privilege, shall pay an additional sum to Contractor, said sum to be agreed upon between the City and the Contractor on a case by case basis as identified in Exhibit B.
2. Tires shall not be accepted for collection as a bulky waste without special preparation. All tires must be quartered or shredded prior to being accepted for regular collection or they will not be picked-up.

5.03 Yard Waste Collection

Contractor shall provide collection of grass and leaves to residential or commercial units as part of the regular scheduled pick-up. Grass and leaves shall be placed in acceptable container. Larger, unusual or more frequent loads may be collected and disposed of by Contractor at Resident's additional expense as identified by Contractor.

5.04 Recycling

5.4.1 Curbside Pick-up Authorization

1. If authorized by the City Council at any time during the term of this agreement, the Contractor will provide recycling collection services to all residential customers within the City for the following:
 - green, brown and clear glass; plastic milk jugs, water bottles and soda bottles; aluminum, tin and steel cans; and newsprint.
2. The Contractor will schedule and conduct ongoing recycling education programs to inform and educate City residents about the city's recycling program. Contractor will publish annually advertisements or articles in the Taylor Daily Press regarding solid waste collection schedule, recycling information, and other educational materials regarding solid waste collection and recycling in a minimum one-fourth page advertisement or article. Contractor will mail an annual recycling and solid waste informational letter or brochure to the City's residents regarding the prior year's collection activities within the city and include educational materials regarding solid waste collection and recycling.
3. The Contractor will provide each residential customer within the City with a separate eighteen (18) gallon bin for recyclable items, at no cost to the City or the customers.
4. The Contractor will be responsible for marketing the collection of recyclable materials. The Contractor may discontinue the collection of recyclable materials only with the approval of the City Council. The Contractor will track the amount of recyclable materials collected from the City on an annual basis and contemporaneously with the submission of its annual report to the City.

5.4.2 Alternate Recycling Services

If the Contractor is not providing residential recycling service, the Contractor will provide a recycling bin at the City Public Works facility for collection of recyclable materials at no charge to the City of Taylor.

5.4.3 Other Recycling Services

If the Contractor begins collection of any other recyclable materials at no charge, the Contractor must also provide recycling of those same materials to customers within the City at no additional charge. The Contractor will pick up recyclable materials one time each week

5.05 Other Service

5.5.1 Bi-annual City Clean-Ups

During each year of this agreement, Contractor also shall provide during regular operating hours, at no charge, six (6) 30 cubic yard roll-off containers or equivalent rear load trucks, to collect and remove any and all non-commercial Refuse that may result from the City's two (2) Clean-Up Campaigns. (Additional roll-off containers or rear load trucks shall be provided to the City at discounted rates as identified in Exhibit B. City shall notify Contractor thirty (30) days prior to each of the City's annual clean-up events.)

5.5.2 Special Pick-Up for Excess Volumes of Brush

Contractor shall provide special pick-up service of excess volumes of brush during regular operating hours, to collect brush that is in excess of normal volumes collected as part of the regular collection service. For volumes in excess of the five (5) cubic yards normal volumes, Contractor will provide this special pick-up service to the customer for thirty dollars (\$30.00) for trip charge and seven dollars (\$7.00) per cubic yard for volumes greater than the excess five (5) cubic yards, as identified in Exhibit B.

5.5.3 Special Events/Annual Festivals

Contractor shall provide clean-up collection and disposal of solid waste and refuse generated by City special events and annual festivals at a mutually agreed upon price between Contractor and City based on requirements of the particular event but in an amount not to exceed one hundred forty dollars (\$140.00) per hour per collection vehicle, as identified in Exhibit B.

5.5.4 Municipal Facilities

Contractor shall provide carts or commercial type dumpster(s) for collection and disposal of the City's facilities, at no charge, to the City for Refuse generated by the City, as identified in Exhibit B. The City facilities will be collected on a regular collection schedule and frequency as follows:

City Hall	2 times per week
Cemetery	2 times per week
Library	2 times per week
Fire Stations	2 times per week
Water Treatment Plant	2 times per week
Wastewater Treatment Plant	2 times per week
City Maintenance Shop/Public Works	2 times per week
Municipal Court	2 times per week
City Water/Wastewater Shop	2 times per week
All Park Dumpsters	2 times per week
Police Station	2 times per week
Animal Shelter	2 times per week
Airport	2 times per week

6.0 COLLECTION OPERATIONS

6.01 Hours of Operation

Residential collection of refuse shall be made between 7:00 A.M. and 7:00 P.M. Commercial collection of refuse shall be made between 5:00 A.M. to 11:00 P.M. Exceptions to collection hours shall be effected only upon mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection due to unusual circumstances and notifies and receives approval from the City. No collection shall be made on Sunday.

6.02 Routes of Collection

1. Residential or commercial unit collection routes for municipal solid waste shall be established by the Contractor. Contractor shall submit a map designating the collection routes for municipal solid waste and container locations on an annual basis, unless requested more frequently by the City for their approval, which approval shall not be unreasonably withheld. The Contractor shall publish at its own expense at least once during each calendar year, a map of such collection routes for municipal solid waste in the newspapers published in the immediate area. The published map shall be of such size to clearly show all pertinent information.

2. The Contractor may from time to time propose to the City for approval, changes in routes to collection affecting residential and commercial units, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, Contractor shall promptly provide written or published notice to the affected residential and commercial units.

6.03 Holidays

The following shall be Holidays for purposes of the Contract.

- New Year's Day
- Thanksgiving Day
- Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection services on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection service at residential and commercial units where Contractor observes Holidays.

Contractor shall be responsible for notice to the City and customers, through letter or advertisement when Holidays will effect any regular scheduled collection day.

Contractor shall be responsible for providing make-up collection for residential or commercial units collection routes that occur on specified Holidays. Make-up days shall be the next business day following the Holiday.

6.04 Contractor's Office

Contractor's office shall be in operation between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding Holidays, noted herein, and on Saturday if collection service is provided on that day. It shall be equipped with sufficient telephones and shall have responsible personnel in charge during regular business hours. The telephone services shall be a local or toll-free call for all customers within the City. The Contractor shall provide a telephone response machine with a recording, which shall be in operation when the telephones are not attended.

6.05 Complaint Procedures and Missed Pick-Ups

6.5.1 Complaint Handling By Contractor

1. The Contractor, at a minimum, shall receive and log all calls or reports from citizens regarding complaints or problems and provide copies of all complaints and logs to the City via facsimile or e-mail by the end of each week. The City shall log all complaints and refer complaints it receives to Contractor via facsimile or e-mail by the end of each business day. Contractor shall investigate and respond to all complaints it receives directly or from the City within twenty-four (24) hours from the time the complaint is received on regular business days (Monday through Friday). Notwithstanding anything stated herein to the contrary, all missed pick-ups of customer's Refuse shall be treated in a manner as hereinafter set out.
2. Contractor shall notify all Producers at residential and commercial units about complaint procedures, rates, regulations, and days scheduled for Refuse collection.
3. Where the owner or occupant of any unit is maintaining improper or inadequate Refuse Containers, according to this agreement, or is otherwise in violation of this agreement with respect to the location of Refuse Containers, or the nature, volume or weight of Refuse removed from the premises,

Contractor shall be entitled to refrain from collecting all or any portion of the refuse in an improper or improperly located Refuse Container provided, however, the Contractor notifies the City and the owner or occupant thereof within twenty-four (24) hours after the Contractor discovers the improper or improperly located Refuse Container and states within the notice the reason for the non-collection. Failure by the Contractor to notify the City or the owner or occupant of the improper or improperly located Refuse Container shall entitle the City to treat Contractor's non-collection in a manner as hereinafter set forth for missed collections. The City, however, shall be entitled, at any time it deems proper in its sole discretion, to order the Contractor to collect the refuse by issuing a collection order to the Contractor to collect refuse from improper or improperly located Refuse Containers.

6.5.2 Missed Collections

Any missed collection shall be picked-up by the Contractor within twenty-four (24) hours after 6:00 p.m. of the regular pick-up day for such owner or occupant or when ordered by the City, at no cost to the City or the Customer.

6.5.3 Penalties

The City's payment to the Contractor may be reduced as follows:

1. Customer complaints, such as calls for missed pick-ups, will be directed to the Contractor for resolution. If the Contractor is unable to resolve a customer complaint within twenty-four (24) hours notice from the City Manager, or his designee, or the next business day, the Contractor will be subject to a fee in the amount of one month's garbage collection charge per customer as liquidated damages resulting from the contractor's failure to resolve such complaint which will be deducted from the next payment due to the Contractor.
2. Three times the cost incurred by the City to clean up litter or fluids or repair street damage resulting from collection activities.
3. One thousand (\$1,000.00) dollars for each time the Contractor fails to publish the information required under Section 5.4.1, paragraph 2, Section 6.02 or Section 6.03.

6.5.4 Non-Compliance Penalties

In the event either party shall fail to perform any of the terms, conditions, or covenants of this Agreement, except for penalties which shall be enforced under the provisions set forth above, the non-defaulting party shall notify the defaulting party in writing of the default, save and except penalties which shall be handled under the provisions above, and the defaulting party shall have no longer than fifteen (15) days in which to cure the default. In the event the defaulting party does not cure the default within fifteen (15) days, then both parties shall meet in the first regularly scheduled City Council meeting, the defaulting and non-defaulting parties shall examine and discuss the default or non-compliance and causes for failure to cure by the defaulting party or to comply with this agreement by the defaulting party. The parties shall attempt an amicable resolution to the default satisfactory to both parties. In the event the default or non-compliance cannot be resolved between the parties during the City Council meeting, then in such event, the non-defaulting party shall be entitled to furnish notice of termination of this agreement to the defaulting party and this agreement shall terminate sixty (60) days after the termination notice. The non-defaulting party shall further be entitled to enforce this agreement and seek all remedies in law and equity for the default or non-compliance against the defaulting party which shall be cumulative to the termination.

6.06 Responsibility for Costs

The Contractor shall furnish, at the Contractor's cost, all labor, materials, and equipment, including equipment replacement when necessary, to fulfill the scope of services under this Agreement.

6.07 Ownership of Equipment

All vehicles, facilities, equipment and property used in the performance of this Agreement shall be wholly owned, leased or subcontracted by Contractor.

6.08 Vehicles & Equipment

1. Residential units collection service will be provided by using rear or side load, sealed trucks, not to exceed thirty-two (32) cubic yard capacity (body excluding hopper). Such vehicles shall not be allowed to leak or scatter any waste within the corporate limits of the City, nor while en route to the disposal site, where such accumulation shall be dumped.
2. Commercial unit collection service will be provided by using front load, sealed trucks, not to exceed thirty-two (32) cubic yard capacity (body excluding hopper). Such vehicles shall not be allowed to leak or scatter any waste within the corporate limits of the City, nor while en route to the disposal site, where such accumulation shall be dumped.
3. Collection vehicles shall have the Contractor's name, telephone number, and the number of the vehicle painted in letters of contrasting color, at least two (2) inches high, legible from one hundred-fifty (150) feet, on each side of each vehicle, and the number painted on the rear. In the event the City shall at any time require, the Contractor shall also assign to each of its vehicles an identifying number and shall mark the same upon said vehicles in figures not less than two (2) inches in height. No advertising shall be permitted on vehicles.
4. Contractor shall submit a list of collection equipment to be used to collect solid waste within the corporate limits of the City and all collection equipment shall be maintained in a first class, safe and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to the City. Vehicles are to be washed on the inside once per month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

6.09 Loading and Transportation

1. Care shall be taken in the loading and transportation of waste so that none of the material is left either on private property or on the streets or alleys. All Refuse transported by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing are reasonably prevented. Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1 1/2") inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Refuse; however, if Refuse is scattered from Contractor's vehicle for any reason, it will be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose. Any unauthorized significant amount of

material covered by this Agreement left on private property or on street or alleys by the Contractor shall be cleaned up within twenty-four (24) hours, however, in no event later than the following day, upon notice from the City or by the customer. (See Section 6.4.3, Penalties.)

2. The Contractor shall not be responsible and is not required to pick up materials left for collection other than as specified in the agreement. The Contractor shall not be responsible for scattered Refuse unless the same has been caused by its act or those of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose Refuse or spillage not caused by the acts of its employees, but shall report the location to the City staff and the residential and commercial units, which continue to set out such materials improperly, so that proper notice can be given to the customer at the premises to properly contain Refuse. Should such spillage continue to occur, City shall require the customer and Contractor to provide for an extra pick-up collection, and the Contractor shall be compensated for such additional services. All drivers utilized by the Contractor for solid waste collection within the City shall be required to observe all safety laws, including, but not limited to, compliance with all speed limit and traffic control signs. All drivers shall observe proper operation of collection vehicles in starting and stopping of such vehicles in order to avoid damage to City streets. (See Section 6.4.3, Penalties.)
3. Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection. In any case, where the owner or tenants have animals at large, the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

6.10 Employee's Conduct

The Contractor shall require all employees to be courteous at all times, not to use loud or profane language and to do their work as quietly as possible.

6.11 Permits

The Contractor shall take out and pay for any permits required by competent regulatory authority or any other governmental authority which may be required.

6.12 Agreement Management/Administration

The work included in this Agreement shall be under the administration of the City's designated duly authorized representative. The Contractor shall furnish City's representatives with every reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of the Agreement. City may appoint qualified persons to inspect Contractor's operation and equipment at any reasonable time, and Contractor shall admit those persons to make such inspections at any reasonable time and place.

6.13 Point Of Contact

All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City Manager's office, or whomever the City designates as the contact and by the City to IESI'S District Manager.

6.14 Disposal

Contractor shall deliver all collected municipal solid waste to the designated Texas Class I permitted disposal facility and/or processing facility designated by Contractor, unless otherwise specified by the City. The charge for disposal shall be included in the rates set forth for the residential and commercial

units serviced by the Contractor. In the event that Contractor must change the disposal facility and/or processing facility due to closure or other unavailability thereof, Contractor and the City agree to negotiate in good faith an adjustment of Contractor's compensation as a result of any change in Contractor's transportation and disposal costs. A cap of no more than three percent (3 %) for any year in question, or no more than nine percent (9 %) for the thirty-six (36) month initial term of this agreement will be established on the percentage increase that will be allowed to the Contractor due to any changes in cost of operations from change of disposal and/or processing facilities, as agreed upon by both the City and the Contractor, but, the City shall not unreasonably withhold agreement to such compensation.

Contractor warrants that all disposal of collected City solid waste in the landfill, granted under the terms of this Agreement, shall be in complete accord with all applicable federal, state and local laws and regulations now in effect or subsequently adopted governing the use of the landfill, including, but not limited to, the Environmental Protection Agency's (EPA) regulations relative to solid waste and waste treatment and disposal.

7.0. EMPLOYEE RELATIONS

7.01 Equal Opportunity

All contracts awarded by the City are subject to provisions of State and Federal laws to include the following:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, disability or age. The Contractor will ensure that applicants are employed and the employees are treated during employment without regard to their race, color, sex, religion, national origin, disability or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer requirement of advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the Federal government setting forth the requirements of these nondiscrimination provisions. Contractor will comply with the ADA and regulations promulgated pursuant thereto regarding qualified individuals with a disability.
2. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, national origin or age.
3. The Contractor will to the extent practicable, utilize minority-owned and women-owned, businesses in purchases and contracts initiated after the Effective Date of this Agreement in compliance with any Minority Business Enterprise policy adopted by the City.

7.02 Personnel

All personnel shall be competent and skilled in the performance of the work to which they are assigned. Contractor shall establish and maintain criteria for the hiring and performance of its personnel to monitor the competency and skill of its employees.

8.0 INDEMNIFICATION

Each of City and Contractor will indemnify and save harmless the other, its officers, agents, servants, and employees from, and against, any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act, or omission --including, but

not limited to actions arising under any local, state or federal environmental laws or regulations --or omissions of the Contractor, its officers, agents, servants, and employees, regardless of comparative or contributory negligence of the City; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of the award of this Agreement or a willful or negligent act, or omission, of the City, its officers, agents, servants, and employees with copies thereof, and also provided that the City shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of the award of this Agreement or a willful or negligent act, or omission, of the Contractor, its officers, agents, servants and employees with copies thereof.

9.0 INSURANCE

9.01 Insurance Requirements

The Contractor shall secure and maintain in full force and effect throughout the duration of the Contract, insurance of such types and in the amounts specified herein as Employer's Liability, Workmen's Compensation, Public Liability and Property Damage, including contractual liability coverage to protect Contractor and the interests of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, must be acceptable to the City, and shall name City as additional insured and shall insure City in same general terms and the same general effect, but regardless of such acceptance it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in full force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

9.1.1 Worker's Compensation and Employer's Liability

This insurance shall protect the Contractor against all claims under applicable state workers compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers compensation law. The liability limits shall not be less than:

Worker's Compensation & Employer's Liability	Statutory - \$1,000,000 each occurrence \$2,000,000 each aggregate
Public Liability Insurance	\$1,000,000 each occurrence \$2,000,000 each aggregate

The Contractor shall maintain, during the life of this Agreement, such Public Liability Insurance as shall protect it against claims for damages resulting from; (a) bodily injury, including wrongful death, and (b) property damage, which may arise from operations under the Agreement whether such operations are conducted by Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance shall be as follows:

Bodily Injury Limits	\$1,000,000 each occurrence \$2,000,000 each aggregate
Property Damage Limits	\$1,000,000 each occurrence \$2,000,000 each aggregate
Environmental Impairment	\$1,000,000 each occurrence \$2,000,000 each aggregate

The Public Liability Insurance required by the preceding subparagraph shall include the following extensions of coverage:

- (a) The Property Damage coverage shall include a Comprehensive General Liability for above policy or similar thereto.
- (b) The Property Damage coverage shall be included.
- (c) Contractual Liability coverage shall be included.
- (d) Protective Liability coverage shall be included to protect the Contractor against claims arising out of operations performed by its subcontractors.
- (d) Completed Operations coverage shall be included.

9.1.2 Automobile Liability Insurance

The Contractor shall take out and maintain, during the life of the Agreement, such comprehensive automobile (vehicle) liability insurance as shall protect it against claims for damages resulting from: (1) bodily injury, including wrongful death, and (2) property damage, which may arise from the operations of any owned, hired or non-owned vehicles used by or for it in any capacity in connection with the carrying out of the Contract. The minimum acceptable limits of liability to be provided by such comprehensive vehicle liability insurance shall be as follows:

Bodily Injury Limits	\$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage Limits	\$500,000 each occurrence

9.1.3 Umbrella Policy

This insurance shall protect Contractor against all claims in excess of the limits provided under the Workers Compensation, Comprehensive Automobile Liability, and the Comprehensive General Liability. This policy shall provide a liability limit of \$25,000,000 each occurrence, with a hold harmless provision to protect the City from any claims arising as a result of services.

9.1.4 Proof of Carriage of Insurance

Each certificate of insurance shall state the type of coverage certified and shall be identified as one of the following:

Insurance Coverage:

Worker's Compensation &
Employer's Liability

Limits:

Statutory -
\$1,000,000 each occurrence
\$2,000,000 each aggregate

Comprehensive General Liability

Bodily Injury

\$1,000,000 each occurrence
\$2,000,000 each aggregate

Property Damage

\$1,000,000 each occurrence
\$2,000,000 each aggregate

Premises Operation

\$1,000,000 each occurrence
\$2,000,000 each aggregate

Contractual Liability

\$1,000,000 each occurrence
\$2,000,000 each aggregate

Comprehensive Automobile:

Bodily Injury

\$1,000,000 each occurrence
\$2,000,000 each aggregate

Property Damage

\$1,000,000 each occurrence
\$2,000,000 each aggregate

Umbrella Policy

\$25,000,000 each occurrence

10.0 LICENSE AND TAXES

Contractor shall obtain all licenses and permits (other than the license and permits granted by the contract) and promptly pay all taxes and fees required by the City and by the State for this Agreement.

11.0 COMPLIANCE WITH LAW

The Contractor, its officers, agents, employees, contractors, and subcontractors, shall conduct operations under this contract in compliance with all applicable laws, federal, state and local; provided, however, that the general specifications within this Agreement under Section 5.0 through Section 10.0, shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject. It is agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, and subcontractor, then Contractor shall immediately desist from and correct such violation.

12.0 OWNERSHIP

Title to Refuse and Dead Animals shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever occurs last.

13.0 RECORDS & REPORTING

1. The City and Contractor agree and covenant to keep and maintain at their respective places of business at all times, accurate and complete records and accounts in writing, including complaint logs and route books, relating to the performance of their respective duties under the provisions of the Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice. Such access shall not include Contractor's financial records. The City and Contractor shall maintain its records for a minimum of seven (7) years, and shall provide the other periodically with copies thereof upon request.
2. Quarterly Reports – The Contractor must submit written quarterly reports in the form attached as Exhibit C to the attention of the City Manager on the first day of each September, December, March and June during the term of this agreement.

14.0 BASIS & METHOD OF PAYMENT

14.01 Contractor's Compensation

14.1.1 Initial Rate

Contractor's initial rate for solid waste collection shall be per month per residential and commercial unit. Contractor shall charge a unit rate and City shall pay Contractor, the rates as indicated in Exhibit B, for the Refuse collection service used by residential and commercial units.

For special collection provided by the Contractor, the charges are to be negotiated between the Contractor and waste generator prior to collection, except for brush pickup as indicated in Section 5.5.2. If agreement cannot be reached, the matter may be submitted to the City for determination of a reasonable fee.

14.1.2 Adjustments to Compensation

1. Notwithstanding any of the terms and conditions provided in the Contract to the contrary, all rates, prices, cost to the City, and services provided in this Contract shall remain the same as herein provided for the entire term of this Contract, unless such rates, prices, and costs shall be reduced and lowered or unless such services shall be enhanced at no additional cost to the City and this Contract may be amended by agreement of both parties provided herein.
2. Recognizing the possibility that suppliers of certain commodities or services to the Contractor may raise their prices, due to unusual circumstances or as a result of general increases in their cost of doing business, and that these increases may increase the cost to the Contractor of providing collection and disposal services to the City, the Contractor may petition the City for rate adjustments under the following provisions:
 - a. If such increase in the cost to the Contractor is expected to be of limited duration, on the basis of unusual changes in commodity costs, such as increased fuel prices for example; the Contractor may request a temporary increase in the unit price of its services by a percentage amount that may be reasonably attributable to Contractor's increase cost of doing business. If granted by the Council, the temporary surcharge would be in place until such time as the commodity price dropped to within 10% of its benchmark price before the request for adjustment was made.

- b. No sooner than 12 months after initiation of this agreement but at anytime thereafter, Contractor may petition the City for an adjustment to its rates and prices on the basis of material changes in its cost of operation with no more than one such request being made in any twelve month period. At anytime of such petition, Contractor shall provide the City with documents and in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment.
- c. Any of the aforesaid changes or any other conditions which occur that reduce the contractor's costs shall entitle the City to receive a rate decrease equal to the decrease in the Contractor's cost.

14.02 Billing & Payment Process

The basis for Contractor's initial compensation shall be based on a current annual count performed jointly by the Contractor and the City and approved by the City. The count will become effective with the commencement of service and shall be revised at the end of each month thereafter. The foregoing notwithstanding, in the event of major population changes or number of service units increase by operation of unusual events such as annexations or development activities, either the City or the Contractor may request a special count be performed. The City will provide the Contractor with all available information on customer changes.

The City or its designee will act as the billing and collection agent for services provided by Contractor pursuant to contract, including those accounts that are delinquent. At such time a delinquent account is collected by the City, payment will be made to the Contractor. The Contractor and City will review the customer list prepared by the City on a semi-annual basis to address discrepancies between customers billed and customers collected. The Contractor shall be entitled to payment for all services rendered and shall submit statements to the City within ten (10) days following the end of the month and collect from the City for all services provided pursuant to Section 5.0, Scope and Nature of Service. Within thirty (30) days after the last day of each month for which contract services have been provided, the City will send Contractor payment less penalties based on the unit count contingent upon bill being submitted within ten (10) days following the end of the month. Other contract items billed by Contractor on a monthly basis, payment shall be made by the 30th of the month following the end of such month service is rendered and after the invoice is received. Unless the City has furnished notice to the Contractor to cut off service or service has been terminated, the Contractor shall be entitled to payment for service irrespective of whether or not the City collects from the customer for such service.

14.03 New Accounts

The City shall set up all new accounts for such service that each customer shall elect. The City shall notify Contractor within twenty-four (24) hours, excluding Holidays and weekends, of such new accounts by location of each residential and commercial unit so that solid waste collection service may commence on the next regularly scheduled collection day.

14.04 Delinquent and Closed Accounts

The Contractor shall discontinue refuse collection service to any Unit as set forth in written notice sent by the City by facsimile to the Contractor. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor discontinuing service at any location at the direction of the City.

15.0 DEFAULT

The City may cancel this agreement because of Contractor's default, except as otherwise provided below in this Section, by giving the Contractor no less than thirty (30) days advance written notice, to be served as provided in Section 21.02, Notices, upon the happening of anyone of the following events:

1. The Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property. In the event that any bankruptcy, insolvency, reorganization, receivership, or similar proceeding is instituted by or against Contractor, or in the event Contractor makes an assignment for the benefit of creditors, the Contractor shall not assert or list this Agreement as an asset of such action; or
2. By order of decree of a court, the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within thirty (30) days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or
3. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order to decree of any Court or governmental board, agency or officer having jurisdiction, a service, trustee or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of thirty (30) days; or
4. Failure to comply with all local, state and federal laws governing the service provided under this Agreement or failure to obtain and maintain any permits required pursuant to Section 6.11, Agreement Management Administration of this agreement; or
5. The City may, by written notice to Contractor, terminate this Contract without liability to the Contractor, if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, during the bid process, were offered or given by the Contractor, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the Contract. In addition, the Contractor may be subject to penalties stated in Title 8 of the Texas Penal Code.
6. (A) The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or has wrongfully failed or refused to comply with the instructions of the City, and said default is not cured within thirty (30) days of receipt of written notice by the City to do so, or if, by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by the Contractor of written demand from the City to do so, the Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with the Contractor having the burden of proof to demonstrate): (a) that the default cannot be cured within thirty (30)

days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time).

(B) In the event of the aforesaid events and except as otherwise provided in said subsection, City may, after a hearing as described herein, revoke and terminate the permit hereby granted, and the agreement shall be terminated effective upon the City's written notice to the Contractor and upon said date this agreement shall be deemed immediately terminated and upon such termination all liability of the City under this agreement to the Contractor shall cease, and shall be free to negotiate with other contractors for the operation of the herein specified services. The hearing prerequisite to such termination shall not be held until such notice of such hearing has been given to the Contractor at the address shown herein, and a period of not less than thirty (30) days has elapsed since the mailing of such notice. The notice shall specify the time, date and location of such hearing and shall include the reasons for the termination of such permits and agreement. The hearing shall be conducted, in public, by the City Council, and Contractor shall be allowed to be present and given full opportunity to answer such charges and allegations as are set out against him in the notice. If, after the hearing is concluded, the City Council shall determine that the charges and allegations set forth in the notice are affirmed by the facts presented at the hearing, they may revoke and terminate this agreement and the permit and agreement shall be null and void.

16.0 TRANSFERABILITY OF CONTRACT

16.01 Assignment

Other than by operation by law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or part by the Contractor without the express written consent of the City. If this agreement is assigned, the assignee shall assume the liability of the Contractor.

17.0 EXPANSION OF AGREEMENT AREA

The City may expand the Agreement Area to property annexed or otherwise incorporated by the City, or to units not covered by this Agreement, by giving Contractor thirty (30) days advance notice. The Contractor shall adjust service to the expanded area upon receiving proper notification from the City.

18.0 FORCE MAJEURE: EMERGENCY SERVICE PROVISIONS

Force Majeure Event means Acts of God; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, or riots; epidemics or quarantine; landslides, lightning, earthquakes, fires, severe storms (rain, hail, ice, snow or other), hurricanes, tornadoes, floods, droughts, or high water washouts; arrests and restraints of government and people; civil disturbances; explosions or power failures or surges; pest damage; breakage, freezing or accident to machinery or lines of pipe (including utility lines), or failure of gas wells or gas supply; enactment of statutes, laws or regulations; acts of governmental or semi-governmental bodies (including without limitation failure of the parties to agree on the terms of a Force Majeure Proposal (as defined herein below)) or the other party's default under this Agreement.

Notwithstanding any provision to the contrary herein, upon the commencement of a Force Majeure Event notified by one party to the other, Contractor's obligation to provide collection service at the frequency and on the dates otherwise required by this Agreement ("Regular Services") shall be suspended for so long as other or additional services are required and Contractor, either as part of its notice or in prompt response to City's issuance of such notice, will propose to City ("Contractor's Force Majeure Proposal"):

- measures to be taken by Contractor through provision of other or additional services to address the Force Majeure Event as soon as conditions reasonably permit including establishment of emergency or temporarily changed service routes and schedules, or alternative methods or collection and disposal to cope with restricted access or increased volumes in order to restore Regular Services; and
- a good faith estimate of the time required before regular schedules and routes can be resumed, it being understood, however, that following City's notice described below Contractor will use best efforts to mitigate the effects and costs of such suspension and to minimize the period of suspension, and
- the amount, or a method to calculate the amount, to be paid to Contractor for the other or additional services (including without limitation expenses and costs to be incurred by Contractor to mobilize and demobilize for a Force Majeure Event, Contractor's added operating expenses (labor, supervision, materials, permitted subcontracts, equipment rentals, additional disposal costs, equipment depreciation, and reasonable profit).

City will review Contractor's Force Majeure Proposal and notify Contractor of its approval or comments by the later of twenty-four (24) hours after its submission, or the time proposed by Contractor to commence the other or additional services set out in Contractor's Force Majeure Proposal, provided that City shall have no obligation to approve any Contractor's Force Majeure Proposal which proposes to suspend Contractor's Regular Services for longer than three (3) months.

Contractor will give notice to City of the date for resumption of regular services, which shall be the earliest possible date consistent with implementing Contractor's Force Majeure Proposal as approved by City. If, however, Contractor's performance is delayed further beyond the date proposed in Contractor's Force Majeure Proposal, other than due to further Force Majeure Event(s) or unless approved by the City, such failure shall be considered an event of default.

If the parties disagree on the price for additional or other services (or any part thereof), Contractor nevertheless may elect to proceed with part or all of the additional or other services on which no agreement has been reached. Whether or not Contractor so elects, either party may submit any disputed claim or issue concerning the price of other or additional services to the binding decision of an agreed upon expert, who will review the Force Majeure proposal, and any City counter proposal available at the time of submission, forthwith and render a decision, acting as an expert and not as an arbitrator, as soon as possible following submission shall select the price proposal of the party that is more reasonable in light of the particular circumstances facing the parties and affecting performance after the Force Majeure Event arises. In light of the need to address the Force Majeure Event promptly, in any such proceedings time will be of the essence.

Contractor may not notify a suspension of regular services without reasonable cause, which may be evaluated by comparing the effect of the Force Majeure Event on similar services or the reaction to the Force Majeure Event of other similarly situated service providers within the City or neighboring municipalities. Contractor will not be penalized for the necessary disruptions of regular services, which may occur during a Force Majeure Event.

19.0 SEVERABILITY

In the event any provision or portion thereof of any contract document shall be found to be declared illegal, void, invalid or unenforceable by a court of competent jurisdiction, then such provision or portion of any thereof shall be performed in accordance with applicable laws. The invalidity of any provision or

portion of the contract document shall not affect the validity or enforceability of the other provisions or portion of any contract document.

20.0 MODIFICATION; WAIVER

This Agreement constitutes the entire Agreement by the parties and it may not be altered, revised or modified except by a written modification signed and properly authorized by the parties. No oral statement of any person shall modify or otherwise change, or effect, the terms, conditions or specifications stated in the Contract. All change orders to the Contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.

The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of provisions hereof taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

21.0 MISCELLANEOUS

21.01 Governing Law

This agreement shall be governed by the laws of the State of Texas as to interpretation and performance. Any and all legal action necessary to enforce this agreement will be held in Williamson County, Texas.

21.02 Notices

Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or sent certified, return receipt requested, United States Mail, or by machine-confirmed facsimile followed by mailed copy, addressed set forth below:

If to the City at:

City of Taylor
Attn: City Manager
P. O. Box 810, 400 Porter Street
Taylor, Texas 76574-0810
Telephone: 512-352-3677
Fax: 512-352-8255
E-Mail: frank.salvato@ci.taylor.tx.us

If to the Contractor at:

IESI, TX Corp.
Attn: District Manager
P. O. Box 1168
San Marcos, Texas 78667-1168
Telephone: 512-392-3591
1-800-581-5825
Fax: 512-392-3603
E-Mail: rgray@iesi.com

Changes of address, telephone, fax, e-mail or change of the person to whom the letter is to be addressed shall be given by notice to the other party in the same manner as above specified. The City Manager shall have the authority for such approval on the part of the City as may be required under the terms of this agreement.

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice, effective when received and machine-confirmed, however, facsimile

transmission received (i.e., printed) after 4:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original copy of items transmitted by facsimile equipment must also be mailed as required herein.

21.03 This agreement supersedes any previous or contemporaneous agreement between Contractor and City with respect to the subject matters hereof.

IN WITNESS WHEREOF, the City and Contractor, each representing that its signatory hereto has full authority to bind it hereto, have executed this Agreement on the date hereinafter referred.

Dated this 18th day of December, 2002. CITY OF TAYLOR, TEXAS

CITY OF TAYLOR, TEXAS
A MUNICIPAL Corporation of Williamson County, Texas

By: Frank Salvato
Frank Salvato, City Manager

Dated: 12-18-02

Witnessed: Barbara S. Belz
Barbara S. Belz, City Clerk

Dated: 12-18-2002

SEAL of the City of Taylor, Texas

IESI, TX Corp

By: Jeff Peckham
Its: VICE-PRESIDENT

Dated 12/31/02

Witnessed: Danielle E. (pro)
Dated: 12/31/02

EXHIBIT "A"
CONTRACTOR'S DEFINITION OF
SPECIAL MATERIALS WASTE

"Special Waste" means any discarded material from a non-residential source meeting any of the following descriptions:

- a. Waste from an industrial process (including process sludges).
- b. Waste from a pollution control process (e.g., baghouse dust, treatment plant sludge, filter cake, sedimentation pond cleanout, etc.).
- c. Waste containing free liquids (free liquid wastes are those wastes which fail the paint filter test prescribed by the United States Environmental Protection Agency method 9095).
- d. Residue and debris from the cleanup of a spill of a chemical substance or commercial product or a waste listed in (a) through (c), or (e) through (g). This definition applies to spills of any size.
- e. Contaminated residuals from the cleanup of a facility generating, storing, treating, recycling, or disposing chemical substances, commercial products, or waste listed in (a) through (d), (t), or (g).
- f. Any waste which is non-hazardous as a result of treatment pursuant to RCRA Subtitle C.
- g. Chemical-containing equipment removed from service, in which the chemical composition and concentration are unknown.

Type B Special Waste - Any discarded material from a non-residential source meeting any of the following descriptions: (Type B special wastes are not customarily subject to laboratory testing).

- a. Friable asbestos from building demolition or cleaning; wallboard, wall or ceiling spray coverings, pipe insulation, etc. Non-friable asbestos (e.g. asbestos containing floor tiles, brake pads, roofing products, etc.) is not a special waste unless it has been processed, handled, or used in such a way that when dry, it becomes crumbled, pulverized, or reduced to powder. Asbestos bearing industrial process waste is a Type A special waste.
- b. Commercial products or chemicals which are off-specification, outdated, unused, or banned. This category includes containers which once held commercial products or chemicals unless the container is "empty" as defined in this section. Outdated or off-specification uncontaminated food or beverage products in original consumer containers are not special waste unless management of such products is restricted by applicable regulations.
- c. Untreated medical waste - Any waste capable of inducing infection due to contamination with infectious agents from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory or medical testing laboratory. Any sharps from these sources must be rendered harmless or placed in needle puncture proof containers.
- d. Treated medical waste - Any waste from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing

infection. Any sharps from these sources must be rendered harmless or placed in needle puncture-proof containers. Residue resulting from the incineration of medical waste is a Type A special waste.

- e. Residue/sludges from septic tanks, food service grease traps, or wash waters and wastewaters from commercial laundries, laundromats, and car washes. If these wastes are managed at a public or commercial wastewater treatment works, they are not a special waste.
- f. Chemical containing equipment removed from service, in which the chemical composition and concentration are known, (e.g. oil filters, cathode ray tubes, lab equipment, acetylene tanks, fluorescent light tubes, etc.).
- g. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the industrial process. Chemicals or waste removed or drained from such equipment for facilities are Type A special wastes.
- h. Incinerator ash generated at a Resource Recovery Facility that burned only non-hazardous household, commercial, or industrial waste and qualifies for the hazardous waste exclusion in 40 CFR 261.4(b). If the regulatory authority does not recognize the household hazardous waste exclusion, then the ash is a Type A special waste.



City Council Meeting March 8, 2012 Agenda Item Transmittal

Agenda Item #: 6
Agenda Title: Consider introducing Ordinance 2012-6 amending the Fee Ordinance regarding garbage rates, first responder fees, and impact fees.

Council Action to be taken: Introduce Ordinance 2012-6

Initiating Department: Finance Department

Staff Contact: Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

This agenda item is to introduce Ordinance 2012-6 which amends the City's current fee schedule for the FY2011-12.

2. DESCRIPTION/ JUSTIFICATION

The new fees which were approved by City Council at various meetings will formalize these changes to the City fees and include them in the fee schedule. The fee changes are in the category of solid waste collection, first responder fees and impact fees. These fees are shown in red for the ease of identifying in the fee schedule.

- ***Solid Waste Collection.***
New rates for garbage collections include an increase of 3.9% by IESI, anticipating approval for this item at the same City Council meeting.
- ***Fire Department.***
New fees are associated with the new contract for our revenue recovery billing service provider Fire Recovery USA. Contract was approved by City Council on February 9, 2012. Also a few changes in the wording were added to the charges to this section of the schedule.
- ***Planning and Development Services, Engineering and Construction.***
New fees for water and sewer impact fees were approved by City Council on December 13, 2011.

Staff will be available to answer any questions that Council may have in regards to any of changes in the fee schedule.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

Immediate Consideration.

5. RECOMMENDATION

Introduce Ordinance 2012-6.

6. REFERENCE FILES

6a [Fee Ordinance 2012-6](#)

6b [Exhibit A Fee Schedule](#)

ORDINANCE NO. 2012-6

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING ORDINANCE NO. 2011-28 ADOPTED ON SEPTEMBER 22, 2011, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012; BY AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND AS WELL AS OTHER FUNDS THAT PROVIDE FOR THE PAYMENT OF OPERATING EXPENSES AND CAPITAL OUTLAY AND BY CHANGING THE AMOUNT APPROPRIATED FOR VARIOUS DEPARTMENTS OF THE CITY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAYLOR:

SECTION 1.0: That the appropriations for the fiscal year beginning October 1, 2011 and ending September 30, 2012, for the support of the general government of the City of Taylor, Texas be amended for said term in accordance with the change in expenditures shown in the attached Exhibit A.

SECTION 2.0: That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2011 and ending September 30, 2012.

SECTION 3.0: In accordance with Article 8 of the City Charter, this ordinance was introduced before the City Council of the City of Taylor, Texas on the 22nd day of March, 2012.

PASSED, APPROVED, and ADOPTED on the _____ day of March, 2012.

Donald R. Hill, Mayor
City of Taylor, Texas

ATTEST:

Susan Brock, City Clerk

"EXHIBIT A"

City of Taylor - Adopted Fee Schedule for City Services 2011-12

AIRPORT

Hanger and Tie Down Rental		Monthly Fee
Hangar A	10 Units	\$ 185.00
Hangar B	6 Units	\$ 122.00
Hangar C	12 Units	\$ 258.00
Hangar D	12 Units	\$ 258.00
Hangar E	8 Units	\$ 258.00
	2 Units	\$ 312.00
	2 Units	\$ 347.00
Tie Downs	27	\$ 36.00
Over Night Tie Downs	8	\$ 5.10 per night if no fuel is purchased
Late Payment fee, if not paid by due date		10%
Long Term rental of hangar space in main hangar		as negotiated
Long Term rental of living quarters at airport		as negotiated
Fuel Sales		
AV Gas LL100		as determined by City Manager
Jet A		as determined by City Manager

ANIMAL CONTROL

Animal Adoption		\$ 80.00
Annual animal registration		
If registration is done by veterinarian, the veterinarian retains \$1.50 of the fee and remits remainder to the City. All veterinarian costs incurred are passed on to the owner.		
Dog/Cat - Altered (Spayed or neutered) proof is required		\$ 5.00 Per tag
Dog/Cat - Unaltered (Not spayed or neutered)		\$ 15.00 Per tag
Boarding Fees (on or off-site)		\$ 15.00 Per day
Owner Surrender		
Animal-*Animal is heartworm negative, current on vaccinations, altered and deemed adoptable by Animal Control Supervisor		\$ 30.00 Per occurrence
Animal-*Animal is heartworm negative and deemed adoptable by Animal Control Supervisor, however needs vaccinations and/or alteration		\$ 80.00 Per occurrence
Litters (under 10 weeks of age)		\$ 60.00
Pick-up:		
Deceased Animal		\$ 35.00 Per occurrence
Deceased Animal - After Hours		\$ 50.00 Per occurrence
Impound fee		
Live Animal		\$ 35.00 Per occurrence
Live Animal - After Hours		\$ 50.00 Per occurrence
Rabies quarantine:		
10 days boarding fee + impound fee + registration fee (if necessary)		
Rabies vaccination		\$ 25.00 Per year
Specialized Food		\$ 10.00 Minimum
Return Charges:		
Loose animals that are picked up		\$ 35.00 Per occurrence
Loose animals that are picked up(2nd occurrence per annum)		\$ 55.00
Loose animals that are picked up(3rd occurrence per annum)		\$ 75.00
Loose livestock that are picked up		\$ 65.00 Per occurrence

CEMETERY

City of Taylor - Adopted Fee Schedule for City Services 2011-12

Grave Digging Fees			
Normal Size	Weekdays 9am - 4pm	\$	600.00
Normal Size	Weekdays after 3:30 pm; Holidays/Weekends	\$	700.00
Infant or Ashes	Weekdays 9am - 4pm	\$	400.00
Infant or Ashes	Weekdays after 3:30 pm; Holidays/Weekends	\$	500.00
Oversize	Weekdays 9am - 4pm	\$	700.00
Oversize	Weekdays after 3:30 pm; Holidays/Weekends	\$	800.00
Disinternment	Weekdays 9am - 4pm	\$	850.00
Disinternment	Weekdays after 3:30 pm; Holidays/Weekends	\$	1,100.00
Sale of Cemetery Spaces			
Adult		\$	700.00 +\$25 deed filing fee for each sale
Infant/Child or Ashes		\$	350.00 +\$25 deed filing fee for each sale
Other Fees			
Location & marking of gravestone		\$	20.00
Transfer of lots/spaces by grantee		\$	30.00
Temporary grave markers		\$	20.00

FIRE DEPARTMENT

Following fees to be paid in advance by licensed party who holds permit:

Fire Department Permits/Fees

Site and subdivision plans	\$	100.00	
False Alarm (after 3rd Alarm)	\$	50.00	per occurrence
Special Events (includes plans review and inspection)	\$	100.00	
Vent a Hood System	\$	50.00	
Alternative Suppression System	\$	75.00	
Controlled burn in city limits - Approved	\$	50.00	
Controlled burn in city limits - Unapproved	\$	300.00	fine
Fire reports	\$	3.00	
Inspections/Tests			
CSI Inspection	\$	40.00	
Annual safety inspection - commercial buildings:		No charge	
Re-inspection fee - after second inspection	\$	50.00	
Re-inspection of annual safety inspection, fire final and fire protections system tests	\$	100.00	?
Assisted living institutions	\$	50.00	
Day care centers (providing care for less than 10)	\$	50.00	
Day care centers (providing care for 11 or more)	\$	50.00	
Nursing homes	\$	100.00	
Hospital	\$	100.00	
Foster/adoption home	\$	25.00	

Test/Acceptance Test/ Plans Review

Fuel distribution tank and pipe installation (plans review and testing)	\$	150.00	
Hydrant flow test	\$	100.00	
Suppression System Plans Review	\$	300.00	per each system
Sprinkler Suppression System Hydro Inspection - Test	\$	50.00	
Suppression System Inspection Test/Acceptance Per Floor Test <200(>200 \$.50 per device)	\$	100.00	
Suppression System Fire Pump Test/Acceptance test	\$	25.00	
Fire Alarm System Plan Review	\$	100.00	
Fire Alarm System /test/acceptance test	\$	75.00	
Carnival Inspection	\$	100.00	
Interior Seasonal Event	\$	100.00	
Kitchen vent hood suppression system plan review	\$	100.00	
Kitchen vent hood suppression system / Test/acceptance test	\$	50.00	

City of Taylor - Adopted Fee Schedule for City Services 2011-12

LP tank storage installation (plans review and testing)	\$	150.00
Alternative fire suppression systems (spray booths, Dry/Wet Chem., etc.)	\$ 75.00	\$ 50.00
Alternative fire suppression systems (spray booths, Dry/Wet Chem., etc.) plans review	\$	100.00

Fines for Negligent or Irresponsible Actions

- 1 A fine shall be charged for negligent, irresponsible, or otherwise unacceptable and malicious acts.
- 2 Charges may be filed in Municipal Court by the Taylor Fire Department, and a fine may be assessed.
- 3 Fines for such acts shall be assessed as follows:
 - Misadventure and/or Deliberate Risk taking (each incident) \$200 minimum plus Municipal Court Costs, if any.
 - Failure to respond to Lawful Warning or Order (each occurrence) \$200 minimum plus Municipal Court Costs, if any.
 - Injury to Fire Personnel due to deliberate act (each injury) - Any and all medical costs incurred by the employee, rehabilitation costs, lost of income, and any further compensation that may be necessary.
 - Damage to Fire Apparatus, equipment or property due to a deliberate act (each item)-The replacement cost of the individual item (see list)
 - Unauthorized Control Burn Fee - Any burning that violates the city ordinance or state law not allowing burning thirty minutes before dawn or thirty minutes after dusk (each incident) ~~\$150-\$300~~ plus Municipal Court Costs, if any.
- 4

Note: The following list is not all-inclusive of equipment that may be damaged or contaminated during the course of a respond effort. Additional equipment that is not herein listed may be charged at actual replacement costs.

Following fees are **may be** assessed against the insurance companies requesting Fire/EMS service at which the Taylor Fire Department responded. **The same fees may be charged for specialized use or rental- such as but not limited to movie production or stand by services.**

Apparatus

Aerial Apparatus	\$	600.00	per truck, per hour
Brush Truck	\$	325.00	per truck, per hour
Chief Vehicle	\$	150.00	per hour
Class A Pumper	\$	450.00	per truck, per hour
Command Unit	\$	150.00	per hour
Heavy Rescue Truck (staffed with 2 personnel)	\$	500.00	per truck, per hour
Medical Response Vehicle (staffed with 2 personnel)	\$	150.00	per truck, per hour
Rehab (staffed with 1 personnel)	\$	75.00	per hour
Tanker Apparatus	\$	350.00	per truck, per hour

Personnel

Fire Inspectors	\$	35.00	per hour
Fire Investigators	\$	75.00	per hour
Firefighter	\$	35.00	per hour
Haz-Mat Awareness	\$	25.00	per hour
Haz-Mat Operation	\$	35.00	per hour
Haz-Mat Tech	\$	40.00	per hour
Incident Commander	\$	75.00	per hour
Swift Water Team	\$	200.00	per hour

Haz-Mat

Absorbent	\$	17.00	per bag
Barricade Tape	\$	20.00	per roll
Broom	\$	20.00	each
Disposable Coveralls	\$	20.00	each
Disposable Goggles	\$	10.00	pair
Drum Liners	\$	8.00	each
Latex Gloves	\$	5.00	pair
Lite-Dri	\$	20.00	per 50lb bag
Plug and Patch Kit	\$	30.00	each
Poly Sheeting	\$	50.00	per roll
Shovel	\$	50.00	each
Top-Sol	\$	30.00	per bag

City of Taylor - Adopted Fee Schedule for City Services 2011-12

Protective Equipment Replacement

Bunker Coat	\$	800.00	each
Bunker Pants	\$	800.00	each
FF Boots	\$	275.00	pair
FF Gloves	\$	65.00	pair
Helmet	\$	275.00	each
Nomex Hood	\$	25.00	each

Firefighting Agents

AFFF Foam	\$	22.00	per gallon
Class A Foam	\$	17.00	per gallon
Light Water	\$	20.00	per gallon
Micro-Blaze	\$	30.00	per gallon
Super-All	\$	20.00	per gallon

Emergency Medical Service

AED (use of FD Automatic External Defibrillator)	\$	200.00	each use
AED Pads	\$	25.00	each use
Biohazard	\$	10.00	per incident
CPR	\$	150.00	each patient
Dispatch Fee	\$	80.00	per incident
Flat Rate	\$	300.00	per incident
Spinal Immobilization	\$	200.00	each patient

Firefighting Equipment Replacement

A-Frame Combo Ladder	\$	414.00	each
Attic Folding Ladder 10'	\$	255.00	each
Attic Folding Ladder 8'	\$	230.00	each
Deluge Monitor w/o pie & tips	\$	2,080.00	each
Extension Ladder 24'	\$	525.00	each
Extension Ladder 35'	\$	925.00	each
Foam Aerator Tube	\$	396.00	each
Fog Nozzle 1.0"	\$	510.00	each
Fog Nozzle 1.5-1.75"	\$	625.00	each
Fog Nozzle 2.5"	\$	680.00	each
Fog Nozzle 2.5" Master	\$	825.00	each
Fog Nozzle 2.5" Play pipe	\$	1,095.00	each
Hose 1.0"	\$	75.00	each 50'
Hose 1.0" booster	\$	125.00	each 50'
Hose 1.75"	\$	115.00	each 50'
Hose 2.5"	\$	145.00	each 50'
Hose 3.0"	\$	225.00	each 50'
Hose 5.0"	\$	685.00	each 100'
Motorola Portable Radio 800 MHz	\$	3,500.00	each
Motorola Portable Radio VHF	\$	1,000.00	each
PASS Alarm	\$	200.00	each
Roof Ladder 12'	\$	275.00	each
Roof Ladder 14'	\$	335.00	each
SCBA Air Mask	\$	240.00	each
SCBA Air Mask complete	\$	2,300.00	each
SCBA Spare Cylinders	\$	570.00	each
Stacked Tips w/Shaper	\$	566.00	each

Rescue Equipment Used

Acetylene Cutting Kit	\$	185.00	per hour
Air Bags	\$	275.00	per hour
Air Impact Tools	\$	85.00	per hour
Ajax Cutting Tool	\$	35.00	per hour
Milwaukee Saws-All	\$	65.00	per hour
Oxygen with Mask	\$	90.00	per hour

City of Taylor - Adopted Fee Schedule for City Services 2011-12

Porta Power	\$	85.00	per hour
Rescue Tools: Spreaders, Cutters, Rams	\$	300.00	per hour
Fire Equipment Used			
ABC Extinguisher	\$	45.00	each
Axe(s)	\$	12.00	per hour
Barricade/Scene Tape	\$	20.00	
Bolt Cutters (HD)	\$	12.00	per hour
Cellular Phone w/long dist. Chg.	\$	25.00	
Chain Saw	\$	40.00	per hour
CO2 Extinguisher	\$	45.00	each
Explosive Meter	\$	180.00	
Gas Plug/Gasoline Plug Kit	\$	45.00	
Generator	\$	45.00	per hour
Hall Runner	\$	15.00	each
Halligan Tool	\$	12.00	per hour
Hand Lights	\$	15.00	each
K-Tool	\$	20.00	
PPV Fans	\$	50.00	per hour
Purple K Extinguisher	\$	75.00	each
Rescue (K-12) Saw	\$	40.00	per hour
Rolls of Plastic	\$	30.00	each
Salvage Covers	\$	25.00	each
Scene Lights	\$	32.00	per hour
Tank, Portable/Fold-a-Tank	\$	150.00	
Water Extinguisher	\$	15.00	each
Windshield Tool	\$	10.00	

The following Fire/EMS fees are assessed and may be recovered by a loss recovery contractor as provided in Ordinance 2010-15

Motor Vehicle Incidents

Level 1-	\$	435.00
Provides hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.		
Level 2-	\$	495.00
Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. Billed at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.		
Level 3- Car Fire	\$	605.00
Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.		
Level 4-	\$	1,800.00
Includes Level 1 & 2 services as well as extrication (heavy rescue tools, ropes, airbags, cribbing etc.) Billed at this level if the fire department has to free/remove anyone from the vehicle(s) using any equipment. Will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. The level is to be billed only if equipment is deployed.		
Level 5-	\$	2,200.00
Includes Level 1, 2 & 4 services as well as Air Care (multi-engine company response, mutual aid, helicopter). Billed at this level any time a helicopter is utilized to transport the patient(s).		

City of Taylor - Adopted Fee Schedule for City Services 2011-12

Level 6-

Itemized Response: The city has the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

Hazmat

Level 1-

\$ 700.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2-

\$ 2,500.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3-

\$ 5,900.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time- **each additional hour @ \$300.00 per Hazmat team.**

Pipeline Incidents/Power Line Incidents

(Includes, but not limited to : Gas, Sewer, Septic to Sewer, and Water Pipelines)

Level 1-

\$ 400.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command. Includes inspection without damage or breakage.

Level 2-

\$ 1,000.00

Intermediate Responses: Claim will include engine response, first responder assignment, and appropriate equipment, perimeter establishment, evacuations, set-up and command. May include Hazmat team, Level A or B suit donning, breathing air and detection equipment. Supervise and/or assist pipeline repair.

Level 3- **Itemized Claim Charges**

Advanced Response: Claim will include engine response, first responder assignment, and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command. May include HAZMAT team, Level A or B suit donning, breathing air and detection equipment. Supervise and/or assist pipeline repair to intermediate to major pipeline damage. May include set-up and removal of decon center, detection, recovery and identification of material. Disposal and environment clean up.

Fire Investigation

Fire Investigation Team-
Includes:

\$ 275.00 per hour

Scene Safety
Investigation
Source Identification
K-9/Arson Dog Unit
Identification Equipment

City of Taylor - Adopted Fee Schedule for City Services 2011-12

Mobile Detection Unit

Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

Fires

Assignment-	\$	400.00	per hour, per engine
	\$	500.00	per hour, per truck
Includes:			
Scene Safety			
Investigation			
Fire / Hazard Control			

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

Water Incidents

Level 1-

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at \$400 plus \$50 per hour, per rescue person.

Level 2-

Intermediate Response: includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. The City will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$800 plus \$50 per hour per rescue person.

Level 3-

Advanced Response: includes Level 1 and Level 2 services as well as D.A.R.T activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,000 plus \$50 per hour per rescue person, plus \$100 per hour per HAZMAT team member.

Level 4-

Itemized Response: The City has the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary, and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

Back Country or Special Rescue

Itemized Response: each incident will be billed with custom mitigation rates deemed usual, customary, and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$400 for the first response vehicle plus \$50 per rescue person. Additional rates of \$400 per hour per response vehicle and \$50 per hour per rescue person.

City of Taylor - Adopted Fee Schedule for City Services 2011-12

Chief Response:

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$250 per hours

Miscellaneous:

Engine billed at \$400 per hour.

Truck Billed at \$500 per hour.

Miscellaneous equipment billed at \$300.

Mitigation Rate Notes

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortize schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance etc.

LIBRARY SERVICES

Library Meeting Room

Should there be damages or cleaning needed, the deposit will NOT be refunded. In addition to the deposit, charges to defray clearing or repairs or loss of equipment will be charged to the responsible group.

Refundable Deposit	\$	200.00	
Individuals/Non Profit	\$	50.00	first two hours
Individuals/Non Profit - Additional Hours	\$	25.00	each additional hour
Business/Commercial	\$	100.00	first two hours
Business/Commercial - Additional Hours	\$	50.00	each additional hour
Meeting Room Kitchen	\$	25.00	per meeting

Library Fees

Library card - Non-resident Individual	\$	10.00	per year
Library card - Non-resident Family	\$	25.00	per year
Library card - Resident			no charge
Library card - replacement (1st replacement)	\$	1.00	
Library card - subsequent replacement cards	\$	5.00	
Copies - Black & White	\$	0.10	per impression
Overdue book	\$	0.10	per day; \$5 maximum
Lost or damaged book			Cost to replace/repair
Processing fee for lost or damaged book(s)	\$	5.00	per book, non-refundable

MISCELLANEOUS FEES AND PERMITS

Taxicab

Vehicle permit fee	\$	150.00	per vehicle
Taxicab driver's permit	\$	25.00	per year
Horse drawn carriage permit	\$	25.00	6 months

Street Closures

Special Events (non-parade, non-filming)	\$	75.00	
Parade	\$	75.00	
Filming	\$	250.00	=+min of one police officer & vehicle at rates specified under police Dept. Fees

PARKS AND RECREATION

Public Facility Rental

City of Taylor - Adopted Fee Schedule for City Services 2011-12

Upper Pavilion Rental	\$	150.00	per day + \$100 refundable deposit
Lower Pavilion Rental	\$	130.00	per day + \$75 refundable deposit

Public Property

Long term rental of space on public property for commercial purposes

As Negotiated

Recreation Fees

Swimming Pool Admission: (Robinson Park & Murphy Park)

Children (3 and under)	Free
Children (4 to 12 years old)	\$ 2.00
Adults (13 to 59 years old)	\$ 3.00
Seniors (60 and over)	\$ 2.00
Family Passes - 30 admissions	\$ 45.00
Family Passes - 60 admissions	\$ 90.00

Pool Rental for Parties:

The YMCA will pay the City the regular admission price paid for each person attending parties.

Pool use for daycares and day camps:

The YMCA will pay the City the regular admission price paid for each daycare child or day campers attending the pool.

Pool use for YMCA members:

The YMCA will pay the City appropriate gate fee for each member of the YMCA attending the pool.

Swim Lessons:

The YMCA will pay the City \$5.00 for each swim lesson participant

General Use of Athletic Fields:

Taylor Regional Park & Sports Complex

Deposit	\$ 100.00
Practice: per field, per month (2/week@2hrs each)	\$ 200.00
Gate fee charged by renters (onsite admission charge)	10% of gross receipts

Robinson Park

Deposit (weekend rental)	\$ 100.00
Maintenance to field outside regular operating hours	\$ 34.00 per/hr @ request of the renter

Recovery fee (ALL City fields) - All sports included \$ 5.00 per person/per season

Athletic Fields (Taylor Regional Park & Sports Complex Only)

Deposit	\$ 250.00	Include concession, if applicable
Field attendants (minimum of 2 attendants)	\$ 17.00	per attendant, per hour
Lights	\$ 20.00	per hour, per field
Rentals	\$ 70.00	per field, per day

Concession Stand (Taylor Regional Park & Sport Complex)

Vendors and Concession Rentals Pay 10% of gross receipts.

Deposit	\$ 250.00
Rental	\$ 50.00 per day, per concession stand

PLANNING AND DEVELOPMENT SERVICES , ENGINEERING AND CONSTRUCTION

Building Permits

Total Permit Fee is **Flat Fee + Per Square Foot Fee(Sq Ft Fee)**+ \$40.00 Inspection Fee**

** Sq Ft Fee - Residential \$0.10 + \$0.005 for Weatherization=\$0.105/SF; Commercial \$0.08 + \$0.005 for Weatherization=\$0.085/SF; Commercial Shell \$0.03 + \$0.005 for Weatherization = \$0.035/SF; Commercial Finish Out & Remodel \$0.045 + \$0.005 for Weatherization= \$0.05/SF;

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

For new construction, additions, expansions: fee is calculated by calculating the following: square footage of the building times cost per square foot (occupancy type and construction type based on the ICC's Building Value Data dated August 2011) times .0065.

Square Foot Construction Costs ^{a, b, c, d}

Group (2009 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	213.26	206.02	200.72	191.95	180.03	175.03	185.14	164.60	157.61

City of Taylor - Adopted Fee Schedule for City Services 2011-12

City of Taylor - Adopted Fee Schedule for City Services 2011-12	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
A-1 Assembly, theaters, without stage	195.09	187.85	182.55	173.78	161.91	156.91	166.97	146.48	139.49
A-2 Assembly, nightclubs	164.78	160.08	155.65	149.42	140.29	136.53	143.89	127.27	122.52
A-2 Assembly, restaurants, bars, banquet halls	163.78	159.08	153.65	148.42	138.29	135.53	142.89	125.27	121.52
A-3 Assembly, churches	197.06	189.82	184.52	175.75	163.84	158.84	168.94	148.41	141.42
A-3 Assembly, general, community halls, libraries, museums	165.45	158.21	151.91	144.14	131.22	127.22	137.33	115.79	109.80
A-4 Assembly, arenas	194.09	186.85	180.55	172.78	159.91	155.91	165.97	144.48	138.49
B Business	166.35	160.31	154.97	147.38	133.73	128.86	141.26	117.56	112.00
E Educational	176.39	170.31	165.24	157.71	146.90	139.05	152.20	127.81	123.47
F-1 Factory and industrial, moderate hazard	98.83	94.20	88.53	85.28	76.18	72.96	81.58	62.78	59.05
F-2 Factory and industrial, low hazard	97.83	93.20	88.53	84.28	76.18	71.96	80.58	62.78	58.05
H-1 High Hazard, explosives	92.63	88.00	83.32	79.08	71.17	66.94	75.38	57.76	N.P.
H234 High Hazard	92.63	88.00	83.32	79.08	71.17	66.94	75.38	57.76	53.03
H-5 HPM	166.35	160.31	154.97	147.38	133.73	128.86	141.26	117.56	112.00
I-1 Institutional, supervised environment	166.45	160.61	156.13	149.36	137.18	133.55	145.57	123.08	118.71
I-2 Institutional, hospitals	279.74	273.70	268.36	260.77	246.24	N.P.	254.66	230.07	N.P.
I-2 Institutional, nursing homes	194.86	188.82	183.48	175.89	162.52	N.P.	169.77	146.35	N.P.
I-3 Institutional, restrained	189.53	183.49	178.15	170.56	158.15	152.28	164.45	141.98	134.42
I-4 Institutional, day care facilities	166.45	160.61	156.13	149.36	137.18	133.55	145.57	123.08	118.71
M Mercantile	122.74	118.04	112.61	107.38	97.91	95.15	101.85	84.88	81.13
R-1 Residential, hotels	167.86	162.02	157.54	150.77	138.75	135.13	147.15	124.65	120.28
R-2 Residential, multiple family	140.76	134.93	130.44	123.67	112.32	108.70	120.72	98.22	93.85
R-3 Residential, one- and two-family	132.48	128.87	125.59	122.47	117.59	114.66	118.59	109.86	102.91
R-4 Residential, care/assisted living facilities	166.45	160.61	156.13	149.36	137.18	133.55	145.57	123.08	118.71
S-1 Storage, moderate hazard	91.63	87.00	81.32	78.08	69.17	65.94	74.38	55.76	52.03
S-2 Storage, low hazard	90.63	86.00	81.32	77.08	69.17	64.94	73.38	55.76	51.03
U Utility, miscellaneous	69.66	65.79	61.57	58.14	52.18	48.79	55.35	40.81	38.65

- a. Private Garages use Utility, miscellaneous
- b. Unfinished basements (all use group) = \$15.00 per sq. ft.
- c. For shell only buildings deduct 20 percent
- d. N.P. = not permitted

Flat Fee

Residential Remodel (Single Family, Duplexes, Triplexes)	\$ 50.00	+\$0.105/Sq Ft Fee + Inspection Fee
Apartment Renovations	\$ 130.00	Per Unit
Porch or deck addition - Covered and uncovered	\$ 40.00	
Foundation leveling & repair permit	\$ 40.00	+\$0.10/SF
Re-inspection fee (building inspections)	\$ 50.00	Per inspection
Inspections after normal hours (building inspections)	\$ 100.00	per hour
Work without a permit - First Offense	Double the permit fee	
Work without a permit - Second Offense	Triple the permit fee & filed on in Municipal Court	

Electrical Permits

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

Residential Remodeling (Single Family, Duplexes, Triplexes)	\$ 40.00	+\$0.10/Sq Ft Fee
"T" Pole	\$ 40.00	
Meter Loop	\$ 40.00	
Re-inspection fee (building inspections)	\$ 50.00	Per inspection
Inspections after normal hours (building inspections)	\$ 100.00	per hour
Work without a permit - First Offense	Double the permit fee	
Work without a permit - Second Offense	Triple the permit fee & filed on in Municipal Court	

Gas Permits

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

Residential Remodeling (Single Family, Duplexes, Triplexes)	\$ 40.00	+\$0.10/Sq Ft Fee
Apartment Renovations	\$ 100.00	Per Unit
Yard Line Repair - Residential gas	\$ 40.00	
Re-inspection fee (building inspections)	\$ 50.00	Per inspection
Inspections after normal hours (building inspections)	\$ 100.00	per hour
Work without a permit - First Offense	Double the permit fee	
Work without a permit - Second Offense	Triple the permit fee & filed on in Municipal Court	

Mechanical Permits

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

City of Taylor - Adopted Fee Schedule for City Services 2011-12

Residential Remodeling (Single Family, Duplexes, Triplexes)	\$	40.00	+\$0.10/Sq Ft Fee
HVAC Change out	\$	40.00	
HVAC Electric hook-up	\$	40.00	
Re-inspection fee (building inspections)	\$	50.00	Per inspection
Inspections after normal hours (building inspections)	\$	100.00	per hour
Work without a permit - First Offense			Double the permit fee
Work without a permit - Second Offense			Triple the permit fee & filed on in Municipal Court

Plumbing Permits

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

Residential Remodeling (Single Family, Duplexes, Triplexes)	\$	40.00	+\$0.10/Sq Ft Fee
Apartment Renovations	\$	100.00	Per Unit
Lawn sprinkler system	\$	40.00	
Yard Line repair - Residential Water	\$	40.00	
Yard Line repair - Residential Sewer	\$	40.00	
Well permit (non-potable for irrigation)	\$	40.00	Mostly to ensure there is not backflow into the potable water system
Re-inspection fee (building inspections)	\$	50.00	Per inspection
Inspections after normal hours (building inspections)	\$	100.00	per hour
Work without a permit - First Offense			Double the permit fee
Work without a permit - Second Offense			Triple the permit fee & filed on in Municipal Court

Miscellaneous Permits & Fees

Certificate of Occupancy Inspection (CSI) Commercial	\$	40.00	
Inspection is performed if the structure's water account is switched from one business/tenant to another. Including zoning verification, among other items			
Certificate of Occupancy Inspection (CSI) Residential	\$	40.00	
Inspection is performed if the residence was vacant for 6 months or more			
Demolition Permit	\$	25.00	
Driveway	\$	35.00	No charge if associated with commercial site plan approval
Fence - Residential and Commercial	\$	35.00	
Manufacture Home Park-additions or alterations to spaces	\$	25.00	per space
Manufacture Home Park - Original permit application	\$	400.00	
Manufacture Home Park License (annual fee)	\$	250.00	=<10 spaces
Manufacture Home Park License (annual fee)	\$	500.00	>10 spaces
Moving Permit - From out of town	\$	130.00	+\$35 Escort Fee
Moving Permit - Local	\$	65.00	+\$35 Escort Fee
Pool (Above ground)	\$	50.00	+one-time electrical, plumbing, etc..inspection fees
Pool (In ground)	\$	100.00	+one-time electrical, plumbing, etc..inspection fees
Right of way permit	\$	40.00	
Tent - Revivals, etc.. Need site plan	\$	35.00	

Sign Permits

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

Banner	\$	25.00	
Approved banner signs shall be displayed for a maximum of 90 days per calendar year. Non-profit, faith-based, governmental, and service clubs are exempt from paying the fee.			
New Sign or to reface a sign	\$	40.00	+ \$1.60/SF
Temporary Use Directional Sign	\$	25.00	Per Calendar year per Real Estate Agency + \$5 for each additional sign.
Only allowed to be displayed from Noon to 5PM on Sundays. Can be displayed in the ROW as an off-site sign. See sign ordinance for additional requirements.			
Temporary Use Directional Sign Redemption Fee	\$	25.00	For the first sign + \$5 each additional sign. To retrieve sign if its picked up after the weekend.

Site Plan Review Fees - Planning Department

New Apartment & Apartment Addition	\$	200.00
New Commercial & Commercial Additions	\$	200.00

City of Taylor - Adopted Fee Schedule for City Services 2011-12

Commercial Shell	\$ 200.00
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Site Plan Review Fees - Fire Department

New Apartment & Apartment Addition	\$ 100.00
New Commercial & Commercial Additions	\$ 100.00
Commercial Shell	\$ 100.00

Subdivision Fees

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates. Fees are non-refundable once the case has been processed.

Administratively Approval Plat	\$ 350.00	+\$25 per lot
Amended Plat	\$ 350.00	
Development Concept Plan	\$ -	
Plat Filing Fee	\$ 140.00	
Plat Variance	\$ 150.00	
Replats	\$ 330.00	+\$25 per lot
Subdivision Plat - Final	\$ 300.00	+\$30 per lot
Subdivision Plat-Preliminary	\$ 550.00	+\$35 per lot

Zoning Fees

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates. Fees are non-refundable once the case has been processed.

Special Use Permit (SUP)	\$ 250.00
Zoning Change Request (1-10 notices sent out)	\$ 150.00
Zoning Change Request (11-20 notices sent out)	\$ 200.00
Zoning Change Request (21+notices sent out)	\$ 250.00
Planned Developments	\$ 500.00
Zoning Variance	\$ 150.00

Roadway Impact Fees

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

Residential Single Family (1 LUE Equivalency)	\$ 480.32
Residential Multi-Family (0.61 LUE Equivalency)	\$ 293.00
Retail/Commercial (1000/Sq Ft = 1.73 LUE Equivalency)	\$ 830.95
Industrial (1000/Sq Ft = 1.01 LUE Equivalency)	\$ 485.12
Prison (1000/Sq Ft = 2.40 LUE Equivalency)	\$ 1,152.77
Schools (0.09 LUE Equivalency/Student)	\$ 43.23

Sidewalks

Cash-in-Lieu Fee	\$ 3.00	per Sq Ft
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Right-of-way License

Original License	\$ 350.00
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Impact Fees (For projects platted between 1/10/02 and 4/24/06)

Applicable Fees in Enterprise and Empowerment Zones are charged at 50% of the posted rates.

All fees required in connection with the subdivision ordinance as set forth herein shall be payable at the time of the initial review, in the case of an initial review, or at the time each plat is filed.

Meter Type	Meter Size	Ratio to 5/8" Meter	Water Fee	Sewer Fee	Total Fee
Simple	5/8" x 3/4"	1.00	\$923	\$272	\$ 1,195
Simple	3/4"	1.50	\$1,384	\$409	\$ 1,793
Simple	1"	2.50	\$2,307	\$681	\$ 2,989
Simple	1-1/2"	5.00	\$4,615	\$1,362	\$ 5,977
Simple	2"	8.00	\$7,384	\$2,179	\$ 9,563
Compound	2"	8.00	\$7,384	\$2,179	\$ 9,563
Turbine	2"	10.00	\$9,230	\$2,724	\$ 11,954
Compound	3"	16.00	\$14,768	\$4,359	\$ 19,127
Turbine	3"	24.00	\$22,151	\$6,538	\$ 28,690

City of Taylor - Adopted Fee Schedule for City Services 2011-12

Compound	4"	25.00	\$23,074	\$6,811	\$ 29,885
Turbine	4"	42.00	\$38,765	\$11,442	\$ 50,207
Compound	6"	50.00	\$46,149	\$13,622	\$ 59,770
Turbine	6"	92.00	\$84,914	\$25,064	\$ 109,977
Compound	8"	80.00	\$73,838	\$21,795	\$ 95,633
Turbine	8"	160.00	\$147,676	\$43,589	\$ 191,265
Compound	10"	115.00	\$106,142	\$31,330	\$ 137,472
Turbine	10"	250.00	\$230,744	\$68,108	\$ 298,852
Compound	12"	330.00	\$304,582	\$89,903	\$ 394,484

Impact Fees (For projects platted after (4/24/06))

Applicable Fees in Enterprise and Empowerment Zones are charged at 50% of the posted rates.

All fees required in connection with the subdivision ordinance as set forth herein shall be payable at the time of the initial review, in the case of an initial review, or at the time each plat is filed.

Meter Type	Meter Size	Ratio to 5/8" Meter	Water Fee	Sewer Fee	Total Fee
Simple	5/8" x 3/4"	1.00	\$943	\$531	\$ 1,474
Simple	3/4"	1.50	\$1,415	\$796	\$ 2,211
Simple	1"	2.50	\$2,359	\$1,327	\$ 3,686
Simple	1-1/2"	5.00	\$4,717	\$2,654	\$ 7,371
Simple	2"	8.00	\$7,548	\$4,246	\$ 11,794
Compound	2"	8.00	\$7,548	\$4,246	\$ 11,794
Turbine	2"	10.00	\$9,435	\$5,308	\$ 14,743
Compound	3"	16.00	\$15,096	\$8,493	\$ 23,589
Turbine	3"	24.00	\$22,644	\$12,739	\$ 35,383
Compound	4"	25.00	\$23,587	\$13,270	\$ 36,857
Turbine	4"	42.00	\$39,627	\$22,294	\$ 61,921
Compound	6"	50.00	\$47,175	\$26,540	\$ 73,715
Turbine	6"	92.00	\$86,801	\$48,834	\$ 135,635
Compound	8"	80.00	\$75,479	\$42,464	\$ 117,943
Turbine	8"	160.00	\$150,958	\$84,928	\$ 235,886
Compound	10"	115.00	\$108,501	\$61,042	\$ 169,543
Turbine	10"	250.00	\$23,5873	\$132,700	\$ 368,573
Compound	12"	330.00	\$311,352	\$175,164	\$ 486,516

Impact Fees (For projects platted after (1/26/12))

Meter Type	Meter Size	Ratio to 5/8" Meter	Water Fee	Sewer Fee	Total Fee
Simple	5/8" x 3/4"	1.00	\$1,700	\$1,230	\$ 3,000
Simple	3/4"	1.50	\$2,655	\$1,845	\$ 4,500
Simple	1"	2.50	\$4,425	\$3,075	\$ 7,500
Simple	1-1/2"	5.00	\$8,850	\$6,150	\$ 15,000
Simple	2"	8.00	\$14,160	\$9,840	\$ 24,000
Compound	2"	8.00	\$14,160	\$9,840	\$ 24,000
Turbine	2"	10.00	\$17,700	\$12,300	\$ 30,000
Compound	3"	16.00	\$28,320	\$19,680	\$ 48,000
Turbine	3"	24.00	\$42,480	\$29,520	\$ 72,000
Compound	4"	25.00	\$44,250	\$30,750	\$ 75,000
Turbine	4"	42.00	\$74,340	\$51,660	\$ 126,000
Compound	6"	50.00	\$88,500	\$61,500	\$ 150,000
Turbine	6"	92.00	\$162,840	\$113,160	\$ 276,000
Compound	8"	80.00	\$141,600	\$98,400	\$ 240,000
Turbine	8"	160.00	\$283,200	\$196,800	\$ 480,000
Compound	10"	115.00	\$203,550	\$141,450	\$ 345,000
Turbine	10"	250.00	\$442,500	\$307,500	\$ 750,000
Compound	12"	330.00	\$584,100	\$405,900	\$ 990,000

City of Taylor - Adopted Fee Schedule for City Services 2011-12

POLICE DEPARTMENT

Accident Report	\$	6.00	Per report
CD of Report	\$	5.00	Per CD
Alarm panel monitoring subscription	\$	24.00	Per month
Applicant Fingerprinting Cards	\$	2.50	Per card
Dispatching fee for other jurisdiction - By contract as negotiated by City Manager and approved by City Council			
Fingerprinting Service	\$	10.00	Per set
Parade Permit	\$	25.00	
Police Report	\$	0.25	Per page
Police unit (vehicle)	\$	25.00	Per hour
Security fee for off-duty police officer (3 hrs/officer minimum)	\$	38.00	Per hour

SOLID WASTE COLLECTION

Collected by City on monthly utility bill. Pick up once per week.

Residential

Fees calculated at **Base Fee/month + Franchise Fee (10%) + Sales Tax(8.25%)**

Container Size:

Single 96 gallon cart	\$ 11.22	\$ 11.66	Base Fee/month
Single 65 gallon cart	\$ 9.66	\$ 10.04	Base Fee/month
Each additional cart	\$ 3.65	\$ 3.79	Base Fee/month

Commercial

Fees calculated at **Base Fee/month + Franchise Fee (10%) + Sales Tax (8.25%)**

Container Size:

96 Gallon Cart (additional pick up is \$25):

One X Per week pick up	\$ 17.63	\$ 18.32	Base Fee/month
Two X s Per week pick up	\$ 25.25	\$ 26.23	Base Fee/month
Three X s Per week pick up	\$ 30.77	\$ 31.97	Base Fee/month
Four X s Per week pick up	\$ 38.48	\$ 39.98	Base Fee/month
Five X s Per week pick up	\$ 47.69	\$ 49.55	Base Fee/month

2 Cubic Yards (additional pick up is \$25):

One X Per week pick up	\$ 48.83	\$ 50.73	Base Fee/month
Two X s Per week pick up	\$ 80.85	\$ 84.00	Base Fee/month
Three X s Per week pick up	\$ 100.07	\$ 103.97	Base Fee/month

3 Cubic Yards (additional pick up is \$35):

One X Per week pick up	\$ 63.91	\$ 66.40	Base Fee/month
Two X s Per week pick up	\$ 111.17	\$ 115.51	Base Fee/month
Three X s Per week pick up	\$ 158.32	\$ 164.49	Base Fee/month
Four X s Per week pick up	\$ 186.27	\$ 193.53	Base Fee/month
Five X s Per week pick up	\$ 230.92	\$ 239.93	Base Fee/month

4 Cubic Yards (additional pick up is \$45):

One X Per week pick up	\$ 80.85	\$ 84.00	Base Fee/month
Two X s Per week pick up	\$ 141.47	\$ 146.99	Base Fee/month
Three X s Per week pick up	\$ 204.68	\$ 212.66	Base Fee/month
Four X s Per week pick up	\$ 246.30	\$ 255.91	Base Fee/month
Five X s Per week pick up	\$ 319.89	\$ 322.37	Base Fee/month

6 Cubic Yards (additional pick up is \$55):

One X Per week pick up	\$ 101.06	\$ 105.00	Base Fee/month
Two X s Per week pick up	\$ 166.81	\$ 173.32	Base Fee/month
Three X s Per week pick up	\$ 247.59	\$ 257.25	Base Fee/month

City of Taylor - Adopted Fee Schedule for City Services 2011-12

Four X s Per week pick up	\$ 278.64	\$ 289.51	Base Fee/month
Five X s Per week pick up	\$ 340.22	\$ 353.49	Base Fee/month
8 Cubic Yards (additional pick up is \$65):			
One X Per week pick up	\$ 122.96	\$ 127.76	Base Fee/month
Two X s Per week pick up	\$ 203.79	\$ 211.74	Base Fee/month
Three X s Per week pick up	\$ 286.32	\$ 297.49	Base Fee/month
Four X s Per week pick up	\$ 352.53	\$ 366.28	Base Fee/month
Five X s Per week pick up	\$ 444.88	\$ 462.23	Base Fee/month
10 Cubic Yards (additional pick up is \$75):			
One X Per week pick up	\$ 149.89	\$ 155.74	Base Fee/month
Two X s Per week pick up	\$ 235.81	\$ 245.01	Base Fee/month
Three X s Per week pick up	\$ 326.75	\$ 339.49	Base Fee/month
Four X s Per week pick up	\$ 422.74	\$ 439.23	Base Fee/month
Five X s Per week pick up	\$ 557.50	\$ 579.24	Base Fee/month

Roll Offs - include the following: (Delivery Charge + Daily Rental + Haul Cost)

Delivery Charge:

Delivery Charge is calculated at **Fee per delivery + Franchise Fee (10%) + Sales Tax (8.25%)**

20 yd Roll-Off	\$ 117.72	\$ 122.31	Fee per delivery
30 yd Roll-Off	\$ 117.72	\$ 122.31	Fee per delivery
40 yd Roll-Off	\$ 117.52	\$ 122.31	Fee per delivery

Daily rental:

Daily Rental is calculated at **Rate/day + Franchise Fee (10%) + Sales Tax (8.25%)**

20 yd Roll-Off	\$ 1.82	\$ 1.89	Rate/day
30 yd Roll-Off	\$ 1.82	\$ 1.89	Rate/day
40 yd Roll-Off	\$ 1.82	\$ 1.89	Rate/day

Haul cost:

Haul Cost is calculated at **Cost per haul + Franchise fee (10%) + Sales Tax (8.25%)**

20 yd Roll-Off	\$ 362.20	\$ 376.33	Cost per haul
30 yd Roll-Off	\$ 434.64	\$ 451.59	Cost per haul
40 yd Roll-Off	\$ 507.08	\$ 526.86	Cost per haul

One time collection of Bulky wastes on call for 2 cu yd, 3 cu yd, 4 cu yd, 6 cu yd, 8 cu yd or 10 Cubic yards

Delivery Charge	\$ 67.67	\$ 70.31	Fee/delivery
Daily Rental	\$ 4.06	\$ 4.22	Rate/day
Haul cost	\$ 67.67	\$ 70.31	Cost per haul

Industrial Solid Waste Collection Services - collected by service provider

Curbside Recycling - **"TO BE DETERMINED"**

Spring and Fall cleanup

Per Standard pick-up truck load	\$ 10.00
Trailer (16' to 18')	\$ 20.00

Assessments

Lot clean up	Actual cost + 10% admin fee
Paving assessment	n/a

Lien Fees

Filing of Lien with Williamson County	Per current County rate
Release of Lien with Williamson County	Per current County rate

UTILITIES

Deposits for all single family, commercial, industrial, irrigation accounts per connection.

Deposits waived on additional connections to those customers that have a current City of Taylor utility account with good payment history during the last five years. Good payment history is no disconnections for non-payment and no outstanding balances.

City of Taylor - Adopted Fee Schedule for City Services 2011-12

Meter Size	Avg. Gallons consumption/month**	Deposit Amount
5/8" x 3/4"	<10,000	\$ 100.00
3/4"	<10,000	\$ 120.00
1"	<10,000	\$ 130.00
1½"	<15,000	\$ 175.00
2"	<15,000	\$ 225.00
3"	<15,000	\$ 275.00
4"	<25,000	\$ 425.00
6"	<25,000	\$ 625.00
8"	<50,000	\$ 1,025.00
10"	<75,000	\$ 1,525.00
12"	<150,000	\$ 2,525.00

**If average monthly consumption is found to be in excess of minimum, customer may be assessed additional deposit as determined by the City Manager.

Deposits for all multi-family dwelling accounts per connection.

Deposits waived on additional connections to those customers that have a current City of Taylor utility account with good payment history during the last five years. Good payment history is no disconnections for non-payment and no outstanding balances.

Meter Size	Avg. Gallons consumption/month**	Deposit Amount calculated as follows:
5/8" x 3/4"	<10,000	\$100 +(((# units -1) x 0.7)x\$100)
3/4"	<10,000	\$120 +(((# units -1) x 0.7)x\$100)
1"	<10,000	\$130 +(((# units -1) x 0.7)x\$100)
1½"	<15,000	\$175+(((# units -1) x 0.7)x\$100)
2"	<15,000	\$225 +(((# units -1) x 0.7)x\$100)
3"	<15,000	\$275 +(((# units -1) x 0.7)x\$100)
4"	<25,000	\$425+(((# units -1) x 0.7)x\$100)

**If average monthly consumption is found to be in excess of minimum, customer may be assessed additional deposit as determined by the City Manager.

Tap Fees

Water Taps		
1"	\$	1,048.00 per tap
1½"	\$	1,480.00 per tap
2"	\$	1,668.00 per tap
Sewer Taps		
2"	\$	800.00 per tap
4"	\$	929.00 per tap
6"	\$	993.00 per tap

Backflow Prevention

Initial Permit	\$	25.00
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Water Rates

Rates for all single family, commercial, industrial and irrigation accounts per connection.

Total Month Charges include monthly minimum charge + \$5.01 per 1,000 gallons in excess of 2,000 gallon minimum per billing period.

Meter Size	For the First 2,000 gallons in billing period	Monthly Minimum Charge
5/8" x 3/4"		\$ 24.54
1"		\$ 33.79
1½"		\$ 56.71
2"		\$ 84.33
3"		\$ 148.80
4"		\$ 240.89
6"		\$ 470.90

Rates for all multi-family dwelling accounts per connection.

Total monthly charge includes monthly minimum plus \$5.01 per 1,000 gallons in excess of 2,000 gallon minimum per billing period plus \$9.67 LUE charge per unit minus 1.

Meter Size	For the First 2,000 gallons in billing period	Monthly Minimum Charge
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City of Taylor - Adopted Fee Schedule for City Services 2011-12

5/8" x 3/4"	\$	24.54	+ \$9.67 for each LUE
1"	\$	33.79	+ \$9.67 for each LUE
1½"	\$	56.71	+ \$9.67 for each LUE
2"	\$	84.33	+ \$9.67 for each LUE
3"	\$	148.80	+ \$9.67 for each LUE
4"	\$	240.89	+ \$9.67 for each LUE
6"	\$	470.90	+ \$9.67 for each LUE

Rates for unmetered fire protection system per connection.

Service Size	Minimum Charge
2"	\$ 8.00
6"	\$ 20.00
8"	\$ 30.00

Bulk Water Rate

\$ 5.00 per 1,000 gallons

Sewer Rates

Rates for all Single Family Dwelling accounts per connection.

Total "charge" includes monthly minimum **plus \$5.31** per 1,000 gallons in excess of 2,000 gallon minimum. Excess usage (above the 2,000 gallon minimum) is based on three consecutive months average water billing during low use period (December, January and February).

Meter Size	For the First 2,000 gallons in billing period	Monthly Minimum Charge
5/8" x 3/4"		\$ 16.40
1"		\$ 16.40
1½"		\$ 16.40
2"		\$ 16.40
3"		\$ 16.40
4"		\$ 16.40
6"		\$ 16.40

Rates for all multi- family dwelling, commercial and industrial accounts per connection.

Total monthly charge includes monthly minimum **plus \$5.31** per 1,000 gallons in excess of 2,000 gallon minimum per billing period.

Meter Size	For the First 2,000 gallons in billing period	Monthly Minimum Charge
5/8" x 3/4"		\$ 16.40
1"		\$ 16.40
1½"		\$ 16.40
2"		\$ 16.40
3"		\$ 16.40
4"		\$ 16.40
6"		\$ 16.40

Additional Utility Service Fees:

Administrative/Processing Fee	\$ 25.00
After Hours Connection Fee	\$ 50.00
Connect Fees	\$ 25.00
Fire Hydrant Meter-Base Fee (no consumption included)	\$ 100.00
Fire Hydrant Meter-Deposit	\$ 600.00
Late Fee (Applied to balance of account if not paid by due date indicated on bill)	10%
Lock Fee	\$ 25.00
Meter Fees	\$ 200.00
Meter Flow Test-In-House	\$ 40.00
Plugged/Pulled Meter Fee	\$ 75.00
Reconnect Fee	\$ 25.00
Reread Fees	\$ 20.00
Return Check & NSF Electronic Draft Fees	\$ 30.00
Return Trip Fee	\$ 20.00
Third Party Meter Flow Test-Commercial	\$ 175.00
Third Party Meter Flow Test-Residential	\$ 95.00

City of Taylor - Adopted Fee Schedule for City Services 2011-12

Transfer Fee	\$	20.00
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Unauthorized Usage Fee (customer turns water back on to avoid the after charge)	\$	75.00
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Municipal Drainage Utility System

Equivalent Residential Unit (ERU)

Monthly Rate

Residential (includes multi-family) = 1 ERU/Unit

\$	1.00	Per ERU
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Non-residential= \$1.00 per 2,500 sq ft of impervious area

\$	1.00	minimum fee
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***City Council Meeting
March 8, 2012
Agenda Item Transmittal***

Agenda Item #: 7

Agenda Title: Consider confirming City Manager's appointment of Chief of Police.

Council Action to be taken: Confirm appointment or deny confirmation

Initiating Department: City Administration

Staff Contact: Jim D. Dunaway, City Manager

1. INTRODUCTION/PURPOSE

It has been several months since you confirmed my appointment of Dan Ramsey as Interim Chief of Police and now I am asking that you confirm my appointment of him as Chief of Police.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

I would recommend that you confirm my appointment of Dan Ramsey as Chief of Police.

6. REFERENCE FILES



***City Council Meeting
March 8, 2012
Agenda Item Transmittal***

Agenda Item #: 8
Agenda Title: Executive Session.
Council Action to be taken: City Manager Evaluation
Initiating Department: City Council
Staff Contact: Don Hill, Mayor

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/ JUSTIFICATION

The Taylor City Council will conduct a closed meeting under Section 551.074 of the Texas Government Code in order to discuss and evaluate the City Manager.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

8a. [Executive Session form](#)

**TAYLOR CITY COUNCIL
CERTIFIED AGENDA - EXECUTIVE SESSION**

1. OPEN MEETING ANNOUNCEMENT

The City of Taylor City Council convened in Open Session, declared a quorum on March 8, 2012 and has posted an Official Agenda indicating the need for an Executive Session. The Council will now adjourn into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section:

- | | | |
|-------------------------------------|---------|--|
| ☐ | 551.071 | To consult with its attorney regarding a matter in which the duty of the attorney to the City conflicts with the Open Meetings Act. |
| ☐ | 551.072 | To conduct deliberations regarding the purchase, exchange, lease, or value of real property. |
| ☒ | 551.074 | Regarding personnel matters |
| ☐ | 551.087 | Regarding economic development negotiations and considering financial or other incentives to a business prospect that the City seeks to have locate in or near the City of Taylor. |

Any action resulting from the Executive Session will be taken in Open Session immediately following the Executive Session.

2. BACK TO OPEN SESSION

The time is now _____ and we will reconvene into Open Session. No action or vote was taken on any matter discussed in Executive Session.

CERTIFICATION

I, Donald Hill, Mayor of the City of Taylor, do hereby certify that this Agenda of an Executive Session of the City Council is a true and correct record of the proceedings.

WITNESS my hand this the _____ day of _____, 2012

Donald Hill, Mayor