

AGENDA

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

JANUARY 12, 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 December 8, and December 13, 2011. (Susan Brock)
2. Approve Ordinance 2011-33 to rezone 404 Carlos G. Parker Blvd NW. (John Elsdén)
3. Approve Ordinance 2011-34 amending the Sign Ordinance regarding freestanding or low profile signs. (John Elsdén)
4. Concur with preliminary financials for November, 2011. (Rosemarie Dennis)

PRESENTATIONS AND RECOGNITIONS

5. Proclamation: Martin Luther King, Jr. Day, January 16, 2012. (Mayor)
6. Recognize Finance Department for receiving a Certificate of Achievement for Excellence in Financial Reporting (CAFR) Award. (Jim Dunaway)
7. Recognize Main Street Program for receiving a National Main Street Community Award. (Jim Dunaway)

PUBLIC HEARINGS

8. Conduct a Public Hearing to rezone property located at 2003 W. 2nd Street, 1.698 acres in the H. G. Johnson Survey, Abstract 348, from B-1, Local Business to M-1 Light Industrial. (John Elsdén)

ORDINANCES

9. Consider introducing Ordinance 2012-02 to rezone property located at 2003 W. 2nd Street, 1.698 acres in the H. G. Johnson Survey, Abstract 348, from B-1, Local Business to M-1 Light Industrial. (John Elsdén)
10. Consider introducing Ordinance 2011-23 amending the Zoning Ordinance to add "Food Bank or Pantry" definitions, change definitions and districts allowed for auto repair, and amend the Future Land Use Map. (John Elsdén)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

11. Consider approving Resolution R12-01 supporting the submission of a grant application to the Meadows Foundation by the YMCA of Greater Williamson County for financial assistance for a proposed community recreation center. (Jeff Straub)
12. Consider request from IESI to extend Solid Waste Collection Services agreement and to consider a fee increase for these services. (Danny Thomas)

13. Consider interlocal agreement with City of Bedford regarding a cooperative purchasing program for fire department uniforms. (Chief Ekiss)
14. Consider entering into a professional services contract with Sledge Engineering, LLC for project management of the community recreation center construction project. (Jeff Straub)
15. Consider entering into a professional services contract with KAH Architects for design and construction oversight of the community recreation center project. (Jeff Straub)

EXECUTIVE SESSION

16. Executive Session. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Texas Local Government Code, and the authority contained in Section 551.087 to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas, and with which the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.
 - Project Lone Star
17. Consider action from Executive Session.

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 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 January 9, 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/Time 1/9/12
Susan Brock, City Clerk



City Council Meeting January 12, 2012 Agenda Item Transmittal

Agenda Item #: 1
Agenda Title: Minutes for December 8, and December 13, 2011.
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, December 8, 2011](#)
- 1b. [Minutes, December 13, 2011](#)

The City Council of the City of Taylor met on December 8, 2011, 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:

Council Member Jesse Ancira
Council Member Chris Gonzales
Council Member John McDonald
Council Member Chris Osborn

Assistant City Manager, Jeff Straub
City Attorney, Ted Hejl
City Clerk, Susan Brock

INVOCATION

Jeff Straub led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

The following citizens came forward to express their opinions regarding the future use of third party inspections: Tim Trembly, Andreas Leal, and Dan Dowdy.

CONSENT AGENDA

1. MINUTES NOVEMBER 10, AND NOVEMBER 15, 2011.
2. APPROVE RESOLUTION R11-26 REGARDING RENEWAL OF INVESTMENT POLICY.
3. CONCUR WITH PRELIMINARY FINANCIALS FOR OCTOBER, 2011.

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

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

4. PROCLAMATIONS; IN RECOGNITION OF ASSISTANCE FROM WEIR AND COUPLAND VOLUNTEER FIRE DEPARTMENTS.
Mayor Hill and Chief Ekiss presented proclamations to both the Weir and Coupland Volunteer Fire Departments recognizing their assistance to the City of Taylor.
5. RECOGNIZE FINANCE DEPARTMENT FOR RECEIVING 2011 A GOLD LEADERSHIP CIRCLE AWARD REGARDING FINANCIAL TRANSPARENCY.
Mr. Straub took an opportunity to recognize the Finance Department staff in their efforts to achieve transparency in providing online access to financial records and reporting procedures. Ms. Rosemarie Dennis, Director, was present to receive the award.
6. CONDUCT PUBLIC HEARING AND CONSIDER INTRODUCING ORDINANCE 2011-36 TO AMEND FUTURE LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENT PROJECTS, AND WATER AND WASTEWATER IMPACT FEES.

John Elsdén, City Planner, presented a request to amend water and wastewater impact fees, capital improvement projects, and future land use assumptions. Ms. Mickey Fishbeck, Rimrock Consulting, presented the results of her study regarding the determination of an effective fee (the fee actually charged) and a maximum fee (the amount needed to pay for the improvements) for the City of Taylor. The Planning and Zoning Commission reviewed the study and recommended an effective fee of \$1425 and a maximum fee of \$2500. Staff noted that these fees are still well below those of surrounding communities.

Mayor Hill opened the public hearing. Mr. Johan Borge, a local developer, expressed his concern for the adoption of higher fees when growth is slow and is concerned that any increase could result in less development in Taylor. Mr. Jose Orta also expressed his concern for such a large increase in the proposed fees. Without further public comment Mayor Hill declared the hearing closed and asked Mr. Hejl to introduce the Ordinance.

ORDINANCE 2011-36
WATER AND WASTEWATER IMPACT FEES

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS,
AMENDING ORDINANCE 2001-53, AMENDING CHAPTER 5
OF THE TAYLOR CITY CODE BY ADDING ARTICLE 6,
UPDATING IMPACT FEES FOR WATER AND
WASTEWATER UTILITIES; PROVIDING FOR COLLECTION
OF IMPACT FEES; ESTABLISHING ACCOUNTS AND
RECORDS OF IMPACT FEES COLLECTED; PROVIDING FOR
USE OF PROCEEDS FROM IMPACT FEE ACCOUNTS;
PROVIDING FOR AN ADVISORY COMMITTEE; PROVIDING
FOR EXEMPTIONS FROM THIS ORDINANCE; PROVIDING
FOR SEVERABILITY CLAUSE; AND PROVIDING FOR A
PENALTY CLAUSE FOR VIOLATIONS OF THIS
ORDINANCE.

7. CONDUCT PUBLIC HEARING AND CONSIDER INTRODUCING
ORDINANCE 2011-33 REGARDING A REQUEST TO REZONE
PROPERTY LOCATED AT 404 CARLOS G. PARKER BLVD NW FROM
R-1 TO B-1.

Mr. Elsdén presented a request to consider a request from Ms. Candy Buzan to rezone property located at 404 Carlos G. Parker Blvd. Ms. Buzan's intent is to convert the property into office space.

Mayor Hill opened the public hearing. Mr. Orta expressed his support of this rezoning. Without further public comment, Mayor Hill declared the hearing closed and asked Mr. Hejl to introduce the Ordinance.

ORDINANCE 2011-33

AN ORDINANCE CHANGING THE ZONING OF PROPERTY
BEING 0.924 ACRES OF LAND MORE OR LESS IN THE WILLIAM
J. BAKER SURVEY, ABSTRACT, GENERALLY LOCATED AT 404

CARLOS G. PARKER BOULEVARD TAYLOR WILLIAMSON COUNTY, TEXAS, LEGALLY DESCRIBED IN THIS ORDINANCE FROM SINGLE FAMILY R-1, TO LOCAL BUSINESS B-1; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

8. CONSIDER REQUEST TO PARTNER WITH THE EAST WILLIAMSON COUNTY CHALLENGER LEAGUE AND THE CAL RIPKIN, SR. FOUNDATION FOR THE DEVELOPMENT OF ABILITY FIELDS AT THE TAYLOR REGIONAL PARK AND SPORTS COMPLEX.

Mike Devito, Parks Superintendent, presented a request to enter into an agreement to develop baseball fields for the disabled and physically challenged. Mr. John Lorek with the Williamson County Challenger League expressed his eagerness to work with the city to bring the first such field to the county and one of the first to ever be built in a rural community. He strongly believes this project could serve as a benchmark for future fields to be developed in rural areas.

Council Member McDonald moved to enter into a partnership with the East Williamson County Challenger League and the Cal Ripkin Sr. Foundation to develop Ability Fields as presented. Prior to the second, Mr. Andreas Leal expressed his support of this project but also a concern for current guidelines and restrictions to the use of the other fields at the TRPSC. Mayor Pro Tem Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

9. CONSIDER INTRODUCING ORDINANCE 2011-34 AMENDING THE SIGN ORDINANCE TO REMOVE LANGUAGE IN CONFLICT WITH SECTION 3.10.2 WHICH ALLOWS A FREESTANDING OR LOW PROFILE SIGN EVERY 150 FEET FOR PARCELS WITH MORE THAN 150 FEET FRONTAGE WITHIN A NON RESIDENTIAL DISTRICT.

Mr. Elsdon presented a request to amend the sign ordinance to allow one or more freestanding or low profile signs in a non-residential district with a minimum separation of 150 feet between the signs.

Hearing no further discussion, Mayor Hill asked Mr. Hejl to introduce the Ordinance.

ORDINANCE 2011-34

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ORDINANCE NO. 2008-20 TO DELETE LANGUAGE IN CONFLICT WITH SECTION 3.10.2 WHICH ALLOWS A FREESTANDING SIGN FOR EVERY 150 FEET OF FRONTAGE ALONG THE RIGHT OF WAY OF A PARCEL; PROVIDING A SEVERABILITY CLAUSE.

10. CONSIDER INTRODUCING ORDINANCE 2011-23 AMENDING THE ZONING ORDINANCE REGARDING INSTITUTION FOR RELIGIOUS, CHARITABLE OR PHILANTHROPIC NATURE AND ‘NON-PROFIT’ ACTIVITIES BY A CHURCH, AND TO ADD FOOD BANK OR PANTRY AND HOMELESS SHELTER DEFINITIONS AND AMENDING THE FUTURE LAND USE MAP.

Mr. Elsdon presented a revised ordinance regarding zoning changes recommended by council at the October 27 meeting. These changes primarily affect the addition of some specific definitions and adding zoning districts for these items defined. After much discussion about the legality of not adding this type of use to our zoning ordinance council asked staff to rewrite the ordinance and to bring it back in a more restrictive form. This ordinance was not introduced.

ORDINANCE 2011-23

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2001-17 ADOPTED BY THE CITY OF TAYLOR, TEXAS ON APRIL 24, 2001 AS HERETOFORE AMENDED, BY ADDING HOMELESS SHELTER AND FOOD BANK OR PANTRY TO TABLE 3, PERMITTED USES; DELETING REHABILITATION CARE FACILITY/HALFWAY HOUSE AND ADDING REHABILITATION CARE FACILITY AND HALFWAY HOUSE AS SEPARATE USES TO TABLE 3; MODIFYING TABLE 3 FOR MAJOR AUTO REPAIR, MINOR AUTO REPAIR, AND AUTOMOBILE ACCESSORY INSTALLATION (MINOR) WITHIN TABLE 3; ADDING HOMELESS SHELTER AND FOOD BANK OR PANTRY TO SECTION 11, DEFINITIONS; MODIFYING CHAPTER 11, DEFINITIONS, FOR AUTOMOBILE ACCESSORY INSTALLATION (MINOR), AUTOMOBILE REPAIR, MINOR, AND AUTOMOBILE REPAIR, MAJOR; AND DELETING NON-PROFIT ACTIVITIES BY A CHURCH AND INSTITUTION FOR RELIGIOUS, CHARITABLE OR PHILANTHROPIC NATURE FROM TABLE 3; MODIFYING THE FUTURE LAND USE MAP; AND PROVIDE A SAVINGS CLAUSE.

11. CONSIDER SETTING A DATE TO CONDUCT WORKSHOP REGARDING PROCUREMENT PROCEDURES FOR THE RECREATION CENTER AND STREET IMPROVEMENT PROJECTS.

Mr. Straub presented a request to council to consider setting two special meetings for discussion on two different issues.

At the end of their discussion of this item Council agreed to set the meeting on procurement procedures for Tuesday, December 13 and the street improvement project meeting on Thursday, January 19, 2012.

ADJOURN

With no further business; Mayor Hill adjourned the meeting at 8:10 p.m.

Don Hill, Mayor

ATTEST:

Susan Brock, City Clerk

The City Council of the City of Taylor met on December 13, 2011, at City Hall, 400 Porter St., Taylor, Texas. Mayor Hill declared a quorum and called the special meeting to order at 7:30 p.m. with the following present:

Council Member Jesse Ancira
Council Member Chris Gonzales
Council Member John McDonald
Council Member Chris Osborn

City Manager, Jim Dunaway
Assistant City Manager, Jeff Straub
City Attorney, Ted Hejl
City Clerk, Susan Brock

CONSENT AGENDA

1. APPROVE ORDINANCE 2011-36 TO AMEND FUTURE LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENT PROJECTS, AND WATER AND WASTEWATER IMPACT FEES.

Council Member Osborn asked that this item be removed from the consent agenda for further discussion.

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

1. APPROVE ORDINANCE 2011-36 TO AMEND FUTURE LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENT PROJECTS, AND WATER AND WASTEWATER IMPACT FEES.

Council Member McDonald noted that the fees under consideration were well below those of surrounding communities. The Planning and Zoning Commission recommended an effective fee of \$1425 and a maximum fee of \$2500. Council Member McDonald suggested these fees be raised in an effort to recover more of the actual costs of improvements. Council Member Osborn believes the increase in fees might encourage homeowners to add value to their existing residences and increase the property value rather than build new.

Council Member McDonald moved to approve Ordinance 2011-36 with a change to Exhibit C setting the maximum fee at \$3,000 and the effective rate set at a rate to be determined by an equal percentage increase. Council Member Osborn seconded the motion. VOTE: Three voted AYE; Two voted NO (Council Member Ancira and Mayor Pro Tem Gonzales). Motion passed.

ORDINANCE 2011-36 WATER AND WASTEWATER IMPACT FEES

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ORDINANCE 2001-53, AMENDING CHAPTER 5 OF THE TAYLOR CITY CODE BY ADDING ARTICLE 6, UPDATING IMPACT FEES FOR WATER AND WASTEWATER UTILITIES; PROVIDING FOR COLLECTION OF IMPACT FEES; ESTABLISHING ACCOUNTS AND RECORDS OF IMPACT FEES COLLECTED; PROVIDING FOR USE OF PROCEEDS FROM IMPACT FEE ACCOUNTS; PROVIDING FOR AN ADVISORY COMMITTEE; PROVIDING FOR EXEMPTIONS FROM THIS ORDINANCE; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR A

PENALTY CLAUSE FOR VIOLATIONS OF THIS
ORDINANCE.

2. RECEIVE PRESENTATION, CONDUCT WORKSHOP AND TAKE ACTION ON
PROCUREMENT METHODS TO BE UTILIZED FOR THE CONSTRUCTION OF
THE COMMUNITY RECREATION CENTER.

Casey Sledge, consulting city engineer, presented the different options available for securing a construction and/or design agreement to allow staff to move forward on the recreation center project. After much discussion Council Member Ancira moved to begin the process of securing a design team and to select the actual procurement method at a future meeting. Mayor Pro Tem Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

ADJOURN

With no further business; Mayor Hill adjourned the meeting at 9:20 p.m.

Don Hill, Mayor

ATTEST:

Susan Brock, City Clerk



***City Council Meeting
January 12, 2012
Agenda Item Transmittal***

Agenda Item #: 2

Agenda Title: Approve Ordinance 2011-33 to rezone property at 404 Carlos G. Parker Blvd NW from R-1 to B-1.

Council Action to be taken: Approve by consent Ordinance 2011-33

Initiating Department: Planning and Development

Staff Contact: John Elsdon, City Planner

1. INTRODUCTION/PURPOSE

The purpose of this item is to approve by consent Ordinance 2011-33 to rezone property at 404 Carlos G. Parker Blvd NW from R-1 to B-1, also described as a 0.924 acre tract of land situated in the Wm. J. Baker Survey, Abstract No. 65, Taylor TX, Williamson County, property owners are Candy Buzan and Rick Northcutt.

2. DESCRIPTION/ JUSTIFICATION

Location and Acres of the Property

404 Carlos G. Parker Blvd. NW
0.924 acres

Property Owner & Applicant

Candy Buzan

Applicant's intentions for the property (development objective)

Offices

Existing Zoning

R-1, Single Family

Previous Zoning History

Unknown

Proposed Zoning

B-1, Local Business

Future Land Use Map

The Future Land Use Map designates this area as Single Family

Current Use of Property

Single Family Residential

Surrounding Property: Zoning and land use

North: Vacant/Agriculture

South: Single Family

East: Vacant/Agriculture

West: Vacant/Agriculture

Existing Thoroughfares (type and size)

Carlos G. Parker Blvd, Minor Arterial, 120'

The City's Thoroughfare Plan

Minor Arterial, 80'

Traffic Impact Analysis

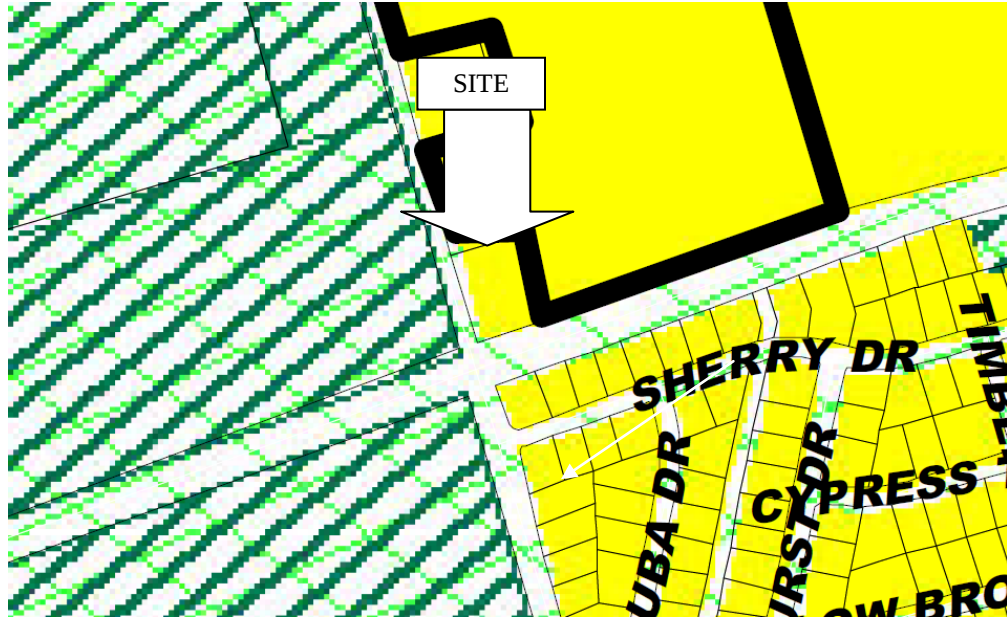
Data has been supplied by the applicant for future use (office)

Platting Information

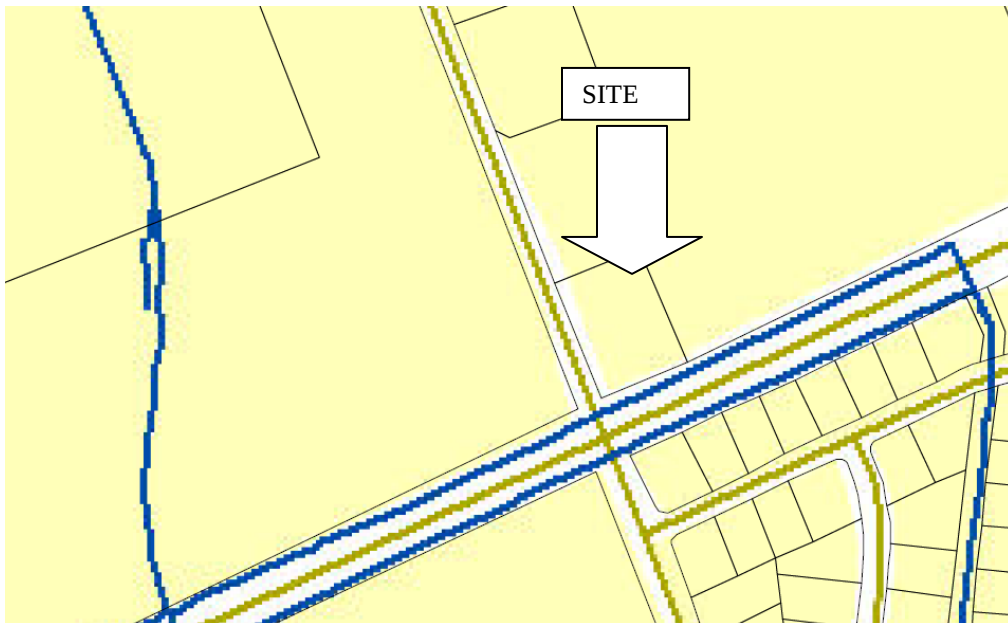
Not platted

Site Photo:

Current Zoning is R-1:



Future Land Use is Single Family:



Discussion

The Future Land Use Plan indicates Single Family for this property. However, many of the properties along Carlos G. Parker Boulevard have been rezoned for a commercial zoning, typically rezoned to B-1.

In light of this trend the Planning Commission will be reviewing this corridor's future land use plan.

3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

This item was introduced at the December 8, 2011 council meeting.

5. RECOMMENDATION

The Planning and Zoning Commission recommended approval for this item on November 8, 2011.

Two comments were recorded prior to the hearing, one in favor of the rezone and one with concerns related to noise, but an office environment would not be a use that typically would generate noise. There were no persons at the hearing other than the applicant.

6. REFERENCE FILES

2a Ordinance 2011-33 with legal description

ORDINANCE 2011-33

AN ORDINANCE CHANGING THE ZONING OF PROPERTY BEING 0.924 ACRES OF LAND MORE OR LESS IN THE THE WILLIAM J. BAKER SURVEY, ABSTRACT, GENERALLY LOCATED AT 404 CARLOS G. PARKER BOULEVARD TAYLOR WILLIAMSON COUNTY, TEXAS, LEGALLY DESCRIBED IN THIS ORDINANCE FROM SINGLE FAMILY R-1, TO LOCAL BUSINESS B-1; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

Whereas, the Taylor City Council conducted a public hearing on December 8, 2011, to consider the request made by Candace Buzan, the owner of the Property legally described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes ("Property"), to change the zoning for the Property from Single Family R-1 to Local Business B-1; and

Whereas, the Planning and Zoning Commission, after conducting a public hearing on November 8, 2011, to consider the zoning request, recommended the zoning change to the City Council; and

Whereas, the City Council, after a public hearing, approves the request for the Property zoning change.

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

SECTION 1. The facts and recitations contained in the preamble of this Ordinance are hereby declared to be true and correct and are incorporated by reference herein and made a part hereof, as if copied verbatim.

SECTION 2. The Property is changed from Single Family (R-1) to Local Business (B-1).

SECTION 3. The Official Zoning map of the City of Taylor, Texas, is changed to show the Property zoning changed from Single Family(R-1) to Local Business (B-1).

SECTION 4. All other terms and conditions contained in the official zoning map, except as amended herein, shall continue and remain in full force and effect.

SECTION 5. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held

unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional

SECTION 6. In accordance with Article VIII of the City Charter, Ordinance 2011-33 was introduced before the Taylor City Council on the 8th day of December, 2011.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2011.

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. 2011-33, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2011, 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 _____ day of _____, 2011.

Susan Brock
City Clerk

Job No. 2275

EXHIBIT A

3 December, 2007

Field Notes for Candace A. Buzan:

BEING a 0.924 acre tract of land situated in the William J. Baker Survey, Abstract No. 65, Williamson County, Texas and being that certain tract of land conveyed by Deed to Raymond R. Marek and wife, Billye Jean Marek of record in Volume 582, Page 246 of the Deed Records of Williamson County, Texas. Surveyed on the ground in the month of December, 2007 under the supervision of R. T. Magness, Jr., Registered Professional Land Surveyor, and being more particularly described as follows:

BEGINNING at an iron pin set at the intersection of the North Line of Farm to Market Road No. 397 and the East Line of County Road No. 367 marking the Southwest Corner of said 0.924 acre Marek tract of land, for the Southwest Corner hereof;

THENCE N 19° 04' 30" W 224.40 feet with the said East Line of County Road No. 367 to iron pin set marking the Northwest Corner of said 0.924 acre Marek tract of land, also being the most Northern Southwest Corner of that certain 40.164 acre tract of land conveyed by Deed to the Seaguin Affordable Housing L. P. of record in Document No. 2003088223 of the Official Records of Williamson County, Texas, for the Northwest Corner hereof;

THENCE N 72° 45' E 178.87 feet to iron pipe found marking the Northeast corner of said 0.924 acre Marek tract of land, also being a corner of said Seaguin Affordable Housing L. P. tract of land, for the Northeast Corner hereof;

THENCE S 19° 24' 30" E 224.44 feet to the place of BEGINNING and containing 0.924 acre of land.

STATE OF TEXAS

§

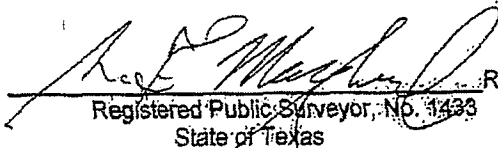
KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON

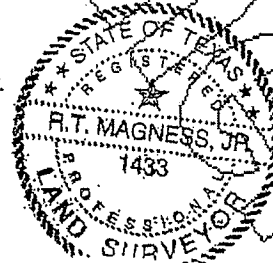
§

I, R. T. Magness, Jr., Registered Professional Land Surveyor, do hereby certify that the Field Notes shown hereon accurately represents the property as determined by an on-the-ground survey made under my direction and supervision during the month of December, 2007 of the property legally described hereon and is correct and there are no apparent discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility lines or roads in place, except as shown hereon, and said property has access to and from a dedicated roadway, except as shown hereon.

TO CERTIFY WHICH, WITNESS my hand and seal at Taylor, Williamson County, Texas, this the 12th day of December, 2007, A.D.


 Registered Professional Surveyor, No. 1433
 State of Texas

R. T. Magness, Jr.



RETURN TO

Longhorn Title Co., Inc.



City Council Meeting January 12, 2012 Agenda Item Transmittal

Agenda Item #: 3

Agenda Title: Approve Ordinance 2011-34 amending the Sign Ordinance to remove language in conflict with Section 3.10.2 which allows a freestanding or low profile sign every 150 feet for parcels with more than 150 ft frontage within a non residential district.

Council Action to be taken: Approve by consent Ordinance 2011-34

Initiating Department: Planning and Development

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

Approve Ordinance 2011-34 to amend the Sign Ordinance to delete a section of Table 2 that is in conflict with another provision that allows property owners to install more than one freestanding commercial sign on their property.

2. DESCRIPTION/ JUSTIFICATION

Section 3.10 (2) allows more than one freestanding commercial sign on a piece of property providing that they are at least 150 feet apart. However, Table 2 requirements are in conflict with these regulations. Table 2 requires that there has to also be a minimum of 25 acres and 1,000 feet of street frontage for more than one freestanding commercial sign to be installed. Deletion of this language will remove the conflict between the two sections.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

This ordinance was introduced at the December 8, 2011 council meeting.

5. RECOMMENDATION

Approve by consent Ordinance 2011-34

6. REFERENCE FILES

3a Ordinance 2011-34

ORDINANCE 2011-34

**AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS,
AMENDING ORDINANCE NO. 2008-20 TO DELETE
LANGUAGE IN CONFLICT WITH SECTION 3.10.2 WHICH
ALLOWS A FREESTANDING SIGN FOR EVERY 150 FEET OF
FRONTAGE ALONG THE RIGHT OF WAY OF A PARCEL;
PROVIDING A SEVERABILITY CLAUSE.**

WHEREAS, the Taylor City Council has the authority to regulate signage to benefit the health, safety, and welfare of the community; and

WHEREAS, the Taylor City Council desires to amend Sign Ordinance 2008-20 to delete language in conflict with Section 3.10.2 which allows freestanding and low profile signs in non-residential districts at least 150 feet apart on parcels with street frontage of more than 150 feet;

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

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.

Language from Table 2 shall be deleted as follows:

No more than one freestanding sign shall be allowed on any premises except when all of the following conditions are met:

1. The site must be zoned B-1, B-2, B-3, M-1 or M-2.
2. The site must be twenty-five (25) acres or more in area.
3. The site must have one thousand (1,000) feet (or more) of continuous un-subdivided frontage on any major arterial street (as classified in the

thoroughfare plan) toward which one additional freestanding sign is to be displayed.

SECTION 3.

Ordinance No. 2008-20 is hereby amended by this Ordinance. Except as amended, this Ordinance shall remain as written in full force and effect. All other provisions of Ordinance No. 2008-20 shall remain in full force and effect.

SECTION 4.

If any paragraph, sentence, phrase or other portion of this Ordinance should be declared to be unconstitutional by a court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance and all portions of the Ordinance not held to be invalid shall continue and remain in full force and effect.

SECTION 5.

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 8th day of December, 2011.

PASSED, APPROVED, and ADOPTED on the ___ day of _____, 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. 2011-34, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 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 _____, 2012.

Susan Brock
City Clerk



City Council Meeting January 12, 2012 Agenda Item Transmittal

Agenda Item #: 4
Agenda Title: Concur with Preliminary Financials for November, 2011.
Council Action to be taken: Approve by Consnet
Initiating Department: Finance Department
Staff Contact: Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

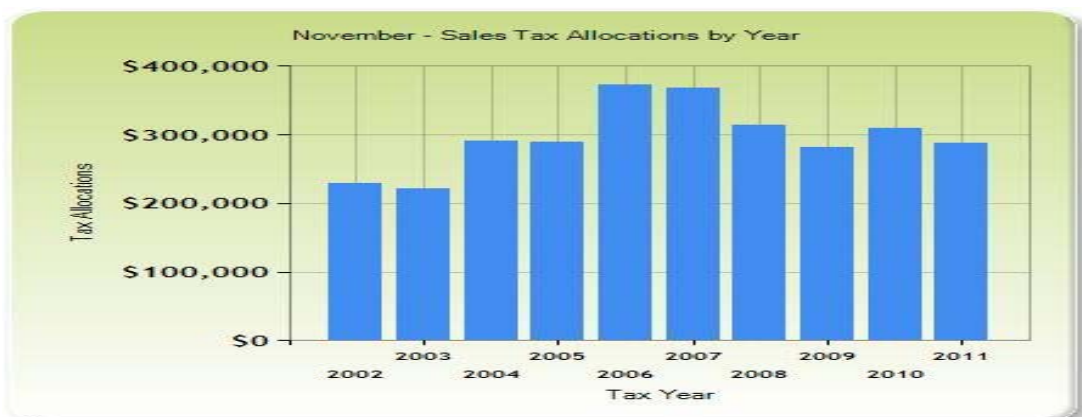
Article 12, Section 12.3 of the City of Taylor's Charter states in part that the City Manager shall prepare and submit to the City Council a written monthly financial report that is in a form satisfactory with the City Council. The referenced report is intended to satisfy the Charter requirement.

2. MONTHLY FINANCIAL REPORT

The reporting period covered for is the month of November 2011. The following provides a brief overview on the preliminary status and/or activity of the major funds or groups of funds as of November 30, 2011:

General Fund

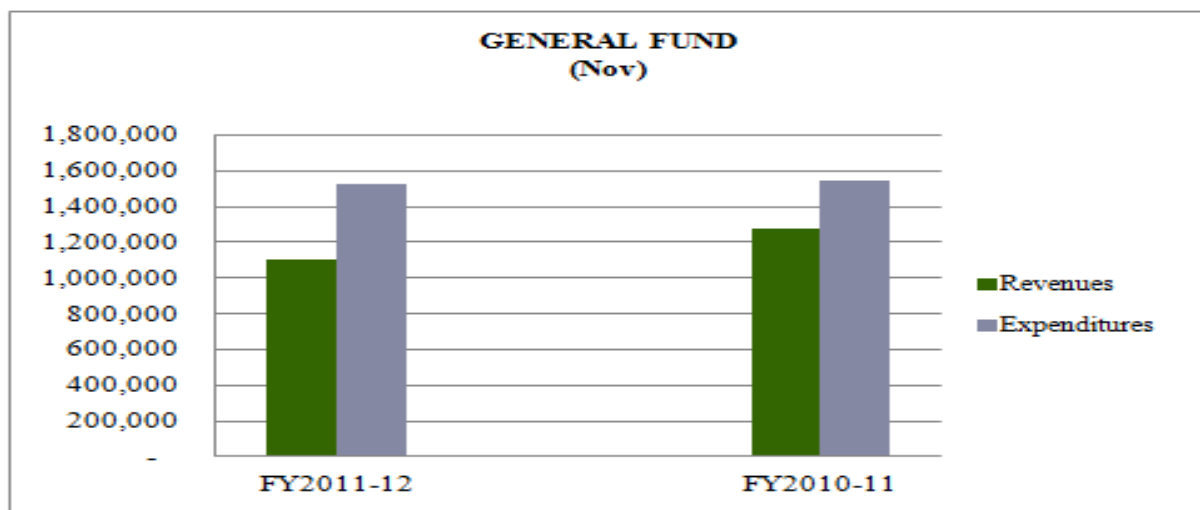
- ❖ Year-to-date revenues total \$1,102,820 down by \$172,334 or 13.5% from this same time last year. Revenues are at 10% to total budget. Below summaries the major General Fund revenue sources.
- ❖ Sales Tax collections for the month were \$215,916, a decrease from this same time last year for the month of November collection by \$6,279 or 7%. The graph below reflects a history trend by year from 2002- 2011 for the month of November for the City's **total** sales tax allocation of \$287,889. The City portion of sales tax allocation is 75% of total collection and 25% is TEDC portion.



- ❖ Current Property Tax Collections for year-to-date total \$209,645, an increase from this same time last year's collection by \$56,509 or 36.9%. Property tax revenue is at 5% collection to total budget. Majority of the property tax revenue will be collected during the months of December through February.
- ❖ Delinquent Property Tax with Penalty and Interest are at \$25,029, an increase from this same time last year by \$11,810 or 89%.
- ❖ Franchise Tax collected year-to-date totaled \$274,955 compared to \$217,686 this same time last year which is an increase of \$57,269 or 26.3%. The City received a settlement from Oncor in the amount of \$39,736 in addition to the quarterly payment of \$162,979. There is a slight decrease in telephone and solid waste franchise tax when compared to last year.

Franchise Tax Collected		
<u>Franchise Tax</u>	As of 11/30/10 FY2010-11	As of 11/30/11 FY2011-12
Cable	\$ 36,700	\$ 32,440
Electric	\$ 137,827	\$ 202,715
Gas	\$ 15,517	\$ 15,481
Mixed Bev.	\$ 723	\$ 533
Solid Waste	\$ 11,527	\$ 10,004
Telephone	\$ 15,392	\$ 13,782
Skills Games	\$ - 0-	\$ -0-
Mobile Home	\$ - 0-	\$ -0-
	\$ 217,686	\$ 274,955
<i>Increase over previous yr. + \$57,269 or 26.3%</i>		

- ❖ Permits and Licenses are at \$11,640 down by \$3,942 or 25.3% compared to this same time last year. This category is at 11% to total budget.
- ❖ Charges for services are at \$120,189 down by \$4,549 or 3.4% over last year. The largest increase is seen in Park fees which are at year to date \$29,229 up by \$10,697 or 57.7% when compared to last year. All other line items have experienced a slight decrease when compared to last year.
- ❖ Municipal Court Fines and fees were \$49,805 up by \$292 or less than 1% from this same time last year.
- ❖ All other revenue totaled \$11,507; this is a decrease compared to last year by \$299,515 for which majority of that was due to the Ned Louis bequest.
- ❖ Expenditures are at \$1,529,050 which is 15% to total budget. This is a decrease from prior year by \$17,055 or 1.1%. All departments are operating with acceptable levels.
- ❖ The General Fund reflects a deficit of \$426,230. This is an increase when compared to prior year. It is not unusual to begin the first couple of months of the new fiscal year with a deficit. This is why it is important to maintain a three month operating reserves to help get through the month of October through December. Especially since majority of property tax does not get collected until December-February time frame.



Special Revenue Funds

- ❖ Tax Increment Fund- The only activity for this fund is interest income in the amount of \$57.
- ❖ Hotel/Motel Fund-Revenues- Total revenues are at \$10,873 which is 14% to total budget. This is an increase of \$3,452 or 46.5% over the previous year. No expenditure activity reported year-to-date.
- ❖ Texas Capital Fund- This is a pass through fund account. TCAT pays the City and the City in turn pays the State.
- ❖ Main Street Fund- Revenues are at \$5,667 which is at 27% to total budget. Revenues were generated from the History of Taylor book sales, garage sales and the Christmas bizarre booth sales. Expenditures at \$933 which is 3% to total budget. The expense incurred was a city sponsored event “Spooktacular” to include some expense for the putting up the Christmas lights at the Heritage Square. Revenues over expenditure are at \$4,734..
- ❖ Cemetery Land Purchase- Performing as expected. Revenue at \$207 which is at 8% to total budget with no expense activity year-to-date.
- ❖ Municipal Court Security/Technology- Shows revenues over expenditures by \$2,929 with no reported expenditures year-to-date. Revenues are at 14% to total budget. Performing as expected.
- ❖ Library Grant/Donations- Performing as expected.

Roadway Impact Fund

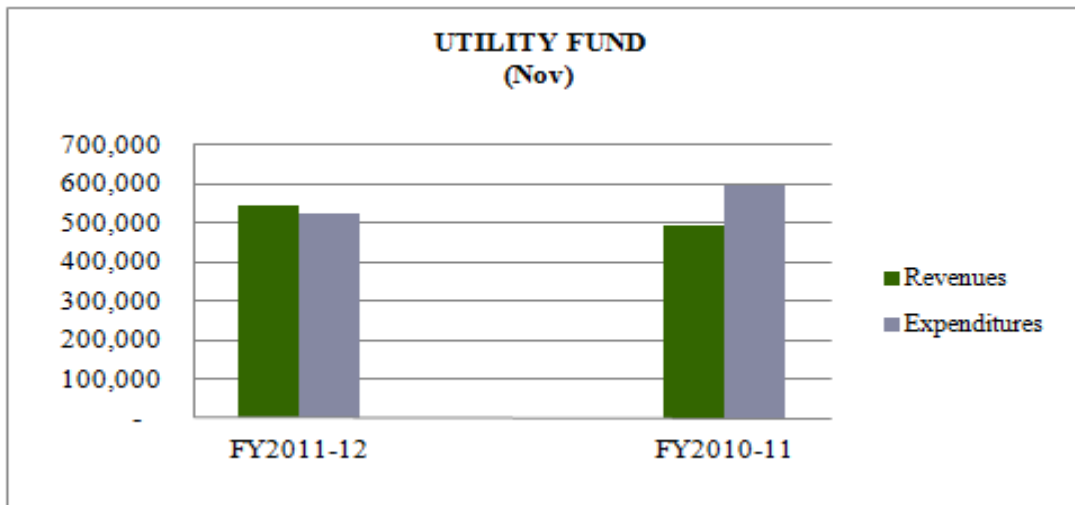
- ❖ No activity year-to-date..

Municipal Drainage Utility Fund (MDUS)

- ❖ The MDUS Fund shows revenues at \$8,911 year-to-date with expenditures at \$15. The MDUS charges are reflected on the monthly water bills in which the same accounting method is used for this fund as the Utility Fund.

Utility Fund

- ❖ The Utility Fund operating revenues totaled \$547,056 year-to-date. When compared to last year at \$495,452 up by \$51,604 or 10.4%. Utilities (water, sewer, drainage and garbage) are billed in arrears and the accrual method is used at year end.
- ❖ Total year-to-date expenditures are at \$525,478 which is at 8% to total budget. This is down when compared to this same time last year by \$69,803 or 11.7%. All departments are operating at a normal level.
- ❖ The Utility Fund shows revenues over expenditures of \$21,578. This fund is functioning slightly better than the previous year.

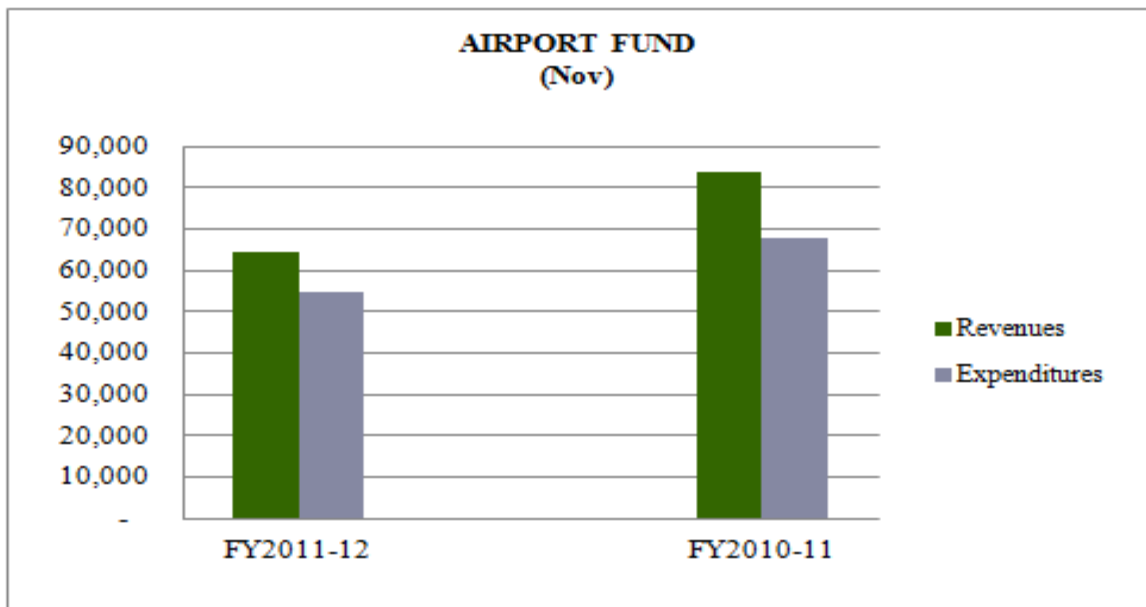


Utility Impact Fund

- ❖ Revenues year-to-date are at \$3,692, which is at 20% to total budget and remains unchanged for the month of October. Expenditures are at \$7,533; this expense is a carry-over from the previous year.

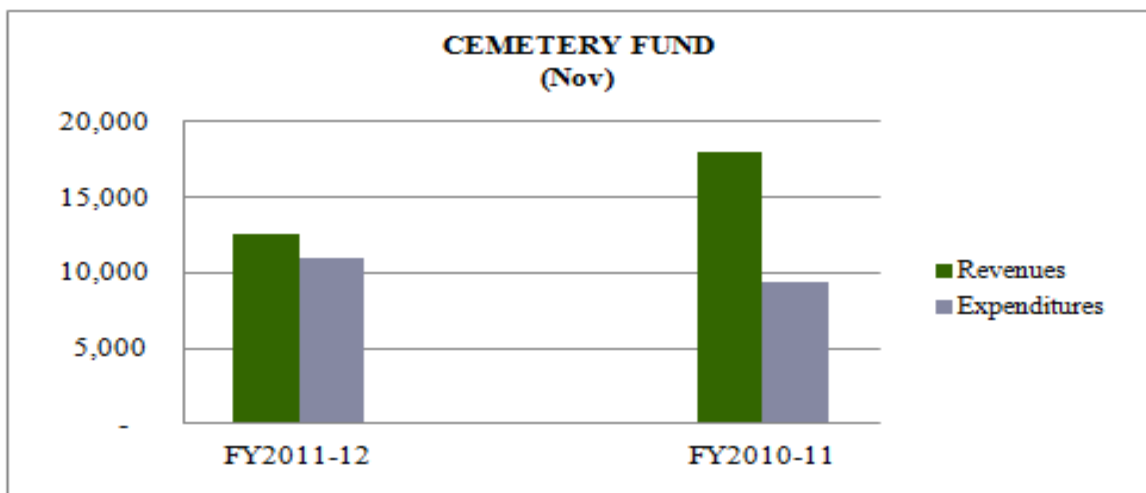
Airport Fund

- ❖ The Airport Fund operating revenues year to date totaled \$64,239, which is down from this same time last year by \$19,568. Hanger rental is at \$25,684 slightly up by \$626 or .02% from this same time last year. The fuel sales are reported at \$38,385 down by \$20,120 or 34.3% when compared to this same time last year. This decrease is due to a timing issue, payments were received in December for November fuel sales and posted in December. Revenues are at 13% to total budget.
- ❖ Operating expenditures totaled \$54,647 down by \$12,931 or 19.1% when compared to last year. Expenditure for fuel year-to-date came in at \$44,649 down by \$10,403 or 18.9% when compared to prior year. The Airport Fund shows revenues over expenditures in the amount of \$9,592.



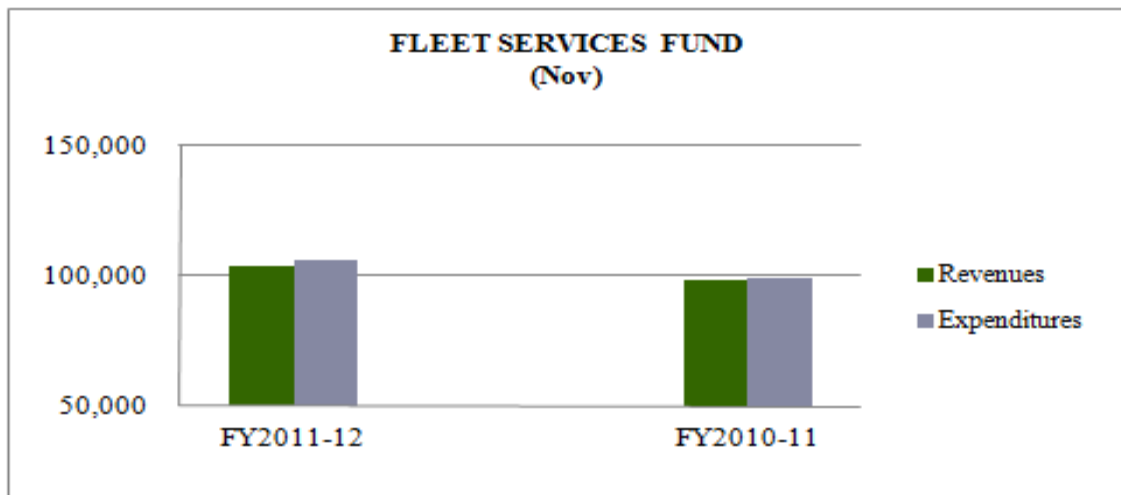
Cemetery Operating Fund

- ❖ The Cemetery Operating Fund shows revenues over expenditures of \$1,716. Revenues are \$12,625 which is 9% to total budget. Grave digging services came in at \$9,450, which down by \$2,450 or 20.5% from this same time last year. Revenues from cemetery lots are also down from the previous year by 2,773 or 48.9%. Expenditures totaled \$10,909 which is up by \$1,498 or 15.9% from prior year. Contract services are up by \$1,534 or 28.8% from prior year.



Fleet Services Operating Fund

- ❖ The Fleet Service Operating Fund reflects expenditures over revenues in the amount of \$2,574. This is an internal fund; different departments from various funds are charged a rental fee which is transferred to this fund to off- set the expenses for repairs and maintenance to the City's vehicles and equipment. This fund is operating at an acceptable level.



Fleet Replacement Fund

- ❖ The Fleet Replacement Fund is performing as anticipated and shows a deficit of \$41,020. No funds were allocated for this fiscal year by other funds, the purpose is to used and drawn down fund balance.

3. REFERENCE FILES

[Preliminary Financials for November, 2011:](#)

- **Attachment A:** Preliminary summaries of the total amounts of revenue and expenditures for the month of November 2011.
- **Attachment B:** Preliminary financials summaries of each on the operating funds and the special revenue funds. This shows annual budgeted amounts and the year-to-date figures for each fund by the major revenue and expenditures categories.
- **Attachment C:** Checks issued during the month of November.
- **Attachment D:** Balance sheets for each of the operating funds.
- **Attachment E:** Sales Tax Tracking Report.
- **Attachment F:** Current investments year to date.



***City Council Meeting
January 12, 2012
Agenda Item Transmittal***

Agenda Item #: 5
Agenda Title: Proclamation: Martin Luther King, Jr. Day
Council Action to be taken: Read Proclamation
Initiating Department: Mayor Hill
Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

This item presents a Proclamation to recognize MLK Day Celebration for Monday, January 16, 2012.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

MLK Day Celebration scheduled for Monday, January 16, 2012.

5. RECOMMENDATION

6. REFERENCE FILES

5a. Proclamation

PROCLAMATION

Martin Luther King, Jr. Day

WHEREAS, Martin Luther King, Jr. devoted his life to the advancement of civil rights and public service; and

WHEREAS, Dr. King recognized that greatness can be achieved through the service of his or her fellow man; and

WHEREAS, during his lifetime, Dr. King encouraged all Americans to serve their neighbors and work to better their communities; and

WHEREAS, the citizens of Taylor, Texas honor Dr. King's legacy with a day of remembrance in January that focuses on bringing people together to fulfill Dr. King's dream; and

THEREFORE, the City Council of the City of Taylor, does hereby proclaim

Monday, January 16, 2012
"Dr. Martin Luther King, Jr. Day"

PROCLAIMED this the 12th day of January, 2012.

Donald R. Hill, Mayor



***City Council Meeting
January 12, 2012
Agenda Item Transmittal***

Agenda Item #: 6

Agenda Title: Recognize Finance Department for receiving a Certificate of Achievement for Excellence in Financial Reporting.

Council Action to be taken: None required

Initiating Department: City Administration

Staff Contact: Jim D. Dunaway, City Manager

1. INTRODUCTION/PURPOSE

Rose's department has achieved another milestone in their work by receiving the third (consecutive) award for financial excellence. This award is for the Comprehensive Annual Financial Report (CAFR) or our annual audit. Congratulations to Rose and her department!

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

6a. [Award](#)



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

10/04/2011

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Taylor** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Rosemarie Dennis, Finance Director

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.



City Council Meeting January 12, 2012 Agenda Item Transmittal

Agenda Item #: 7

Agenda Title: Recognize Main Street Program for receiving a National Main Street Community Award.

Council Action to be taken: Present award to Main Street Manager, Deby Lannen

Initiating Department: City Administration; Main Street Program

Staff Contact: Deby Lannen, Main Street Manager

1. INTRODUCTION/PURPOSE

The Historical Commission and the National Trust for Historic Preservation have recognized the City of Taylor as one of xx National Main Street cities from Texas.

2. DESCRIPTION/ JUSTIFICATION

The 2012 Award recognizes those Main Street programs that have stood the test of time and honors the progress each program has made. The Taylor Main Street Program was established in 1998 and continues to serve as a critical component in the promotion and redevelopment of the downtown district.

The overall purpose of the National Main Street City recognition is to provide national visibility to local Main Street programs that understand and fully utilize the Four Point Main Street Approach: organization, design, promotion and economic restructuring, all within the context of historic preservation. This honor is very prestigious and well deserved.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Mayor presents Award to Deby Lannen, Main Street Manager.

6. REFERENCE FILES

7a. Award

PRESS! RELEASE

CONTACTS: Debra Farst, 512/463-5758; Debbi Head, 512/463-4565

DATE: November 2, 2011

TEXAS MAIN STREET CITIES RECEIVE NATIONAL RECOGNITION

NACOGDOCHES, Texas — **(Insert name of your city)** has been commended for its successful annual progress as a designated Main Street community. The Texas Historical Commission (THC) and its Texas Main Street Program (TMSP) made the announcement November 2 at the annual statewide downtown revitalization conference co-hosted by the TMSP and the Texas Downtown Association.

The 55 National Recognition cities, which represent the real places of Texas, include: Amarillo, Bastrop, Bay City, Beaumont, Brenham, Bridgeport, Canton, Canyon, Carthage, Celina, Colorado City, Corsicana, Del Rio, Denton, Electra, Elgin, Farmersville, Ferris, Georgetown, Goliad, Gonzales, Graham, Grapevine, Greenville, Harlingen, Henderson, Hillsboro, Huntsville, Kerrville, La Grange, Laredo, Levelland, Livingston, Llano, Longview, Lufkin, McKinney, Mount Pleasant, Mount Vernon, Nacogdoches, New Braunfels, Odessa, Palestine, Paris, Pecos, Plainview, Rio Grande City, Rockwall, San Angelo, San Marcos, Seguin, Taylor, Waxahachie, Weatherford and Winnsboro. These cities will be further recognized as Nationally Accredited by the National Trust for Historic Preservation next April in Baltimore, MD at the annual conference of the National Trust Main Street Center.

“Throughout 2011 we have been celebrating the Texas Main Street Program’s 30 years of progress, having taken our first designated cities in 1981. Recognizing these cities for their efforts in revitalizing their historic downtowns takes on special meaning this year. The programs being acknowledged are large and small from all areas of the state, showing that the Main Street model is appropriate for all kinds of communities with historic downtowns,” said Debra Farst, TMSP state coordinator.

NATIONAL RECOGNITION, 2-2

National accredited Main Street cities show above average performance in ten categories on an annual report. Selection criteria focus on planning, partnerships, staffing, volunteer effort, preservation ethic, training and program assessment through reporting. For additional information about the national Main Street effort, visit the National Trust Main Street web site at

<http://www.preservationnation.org/main-street/>. For more information on the Texas Historical

Commission's Main Street program visit www.thc.state.tx.us.

The THC's Texas Main Street Program is a revitalization program for historic downtown and neighborhood commercial districts. It is based on a Four-Point Approach™ — organization, design, promotion and economic restructuring, all within the context of historic preservation. Implemented in 1981, the program has assisted approximately 165 communities throughout the state. For more information, contact Debra Farst at 512/463-5758.

www.thc.state.tx.us



***City Council Meeting
January 12, 2012
Agenda Item Transmittal***

Agenda Item #: 8
Agenda Title: Conduct Public Hearing to rezone property located at 2003 W. 2nd Street, 1.698 acres in the H. G. Johnson Survey, Abstract 348, from B-1, Local Business to M-1 Light Industrial.

Council Action to be taken: Conduct Public Hearing

Initiating Department: Planning and Development

Staff Contact: John Elsdon, City Planner

1. INTRODUCTION/PURPOSE

The purpose of this item is to conduct a Public Hearing to rezone property located at 2003 W. 2nd Street, 1.698 acres in the H. G. Johnson Survey, Abstract 348, from B-1, Local Business to M-1 Light Industrial, property owner is Manoj Naik.

2. DESCRIPTION/ JUSTIFICATION

Location and Acres of the Property

2003 W 2nd St
1.698 Acres

Property Owner & Applicant

Manoj Naik

Applicant's intentions for the property (development objective)

Allow temporary sales from truck on property

Existing Zoning

B-1, Local Business

Previous Zoning History

Unknown

Proposed Zoning

M-1, Light Industrial

Future Land Use Map

The Future Land Use Map designates this area as Industrial

Current Use of Property

Club Luna – Night Club

Surrounding Property: Zoning and land use

North: Clark Travel/BP-2, Business Park 2 and B-2, General Business and M-1, Light Industrial (The portion of the Clark Travel tract across from this rezone is currently vacant)

South: TxDOT Facility/M-1 and R-1

East: Storage Structure Sales/B-1

West: Out buildings-storage buildings/B-1 and R-1

Existing Thoroughfares (type and size)

West 2nd Street – Major Arterial 200+ ft

The City's Thoroughfare Plan

Major Arterial 120'

Platting Information

Not platted

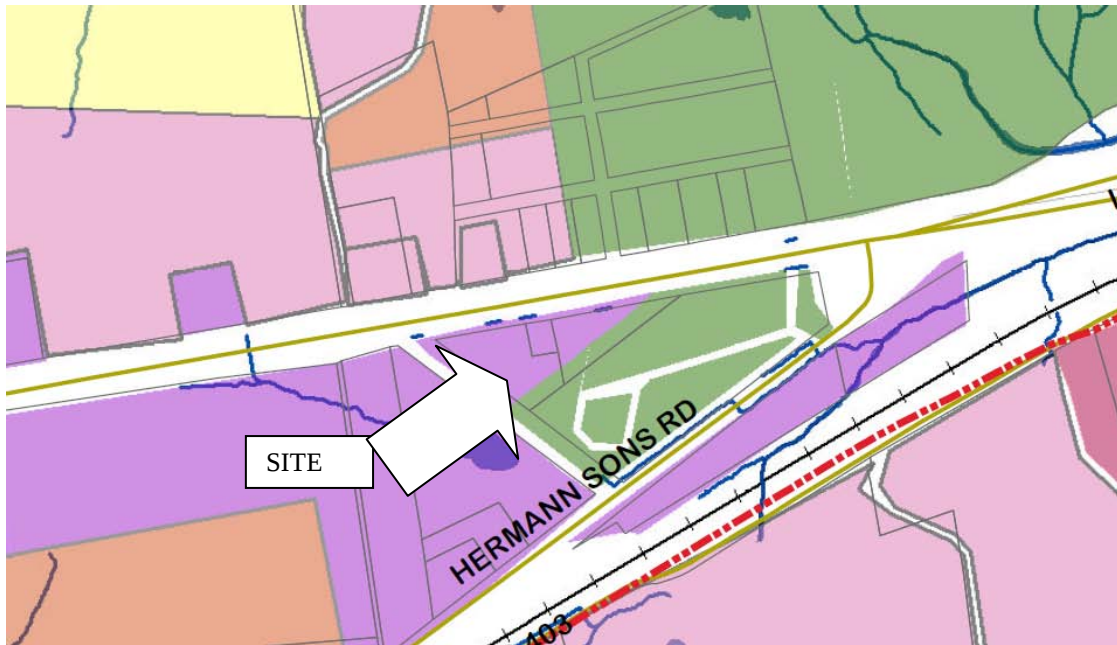
Site Photo:



Current Zoning is B-1:



Future Land Use is Industrial:



Aerial Photo:



3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

N/A

5. RECOMMENDATION

The Planning and Zoning Commission recommended denial for this request during their regular meeting on December 13, 2011.

The property to the west (Schwenker, 6 acres) was represented by a realtor who noted that the property owner was opposed to rezoning this property to Industrial.

The Commission mentioned that a review of Future Land Uses in this area would be important since it is an entrance to the community, and industrial uses may not be appropriate near a primary entrance to the community.

6. REFERENCE FILES

8a Naik legal description

Field Notes for Los Caballeros De Guadalupe, Corporation:

BEING a 1.698 acre tract of land situated in the H. G. Johnson Survey, Abstract No. 348, City of Taylor, Williamson County, Texas and being a part of that certain tract of land conveyed by Deed to the Sidney Pierce Post Number 4476, Veterans of Foreign Wars of the United States of record in Volume 378, Page 114 of the Deed Records of Williamson County, Texas. Surveyed on the ground in the month of December, 2002 under the supervision of R. T. Magness, Jr., Registered Professional Land Surveyor, and being more particularly described as follows:

BEGINNING at an iron pin found in the South line of U. S. Highway No. 79 at the intersection with the Northeast Line of an old County Road marking the Northwest Corner of said 3.95 acre tract of land for the Northwest Corner hereof;

THENCE N 68° 28' E 340.22 feet to iron pin set for the most Northerly Northeast Corner hereof;

THENCE S 21° 11' 15" E 120.35 feet to iron pin set for an Inner Corner hereof;

THENCE N 68° 27' 55" E 98.86 feet to iron pin set in the West line of that certain 1.333 acre tract of land conveyed by Deed to the Cook Bastrop Investment of record in Document No. 9862325 of the Official Records of Williamson County, Texas, for the most Easterly Northeast Corner hereof

THENCE S 20° 09' 50" E 121.58 feet to iron pin found in the Southeast line of the said 3.95 acre V. F. W. tract, also being the Northwest line of that certain 10.143 acre tract of land conveyed by Deed to the State of Texas of record in Volume 368, Page 354 of the Deed Records of Williamson County, Texas, marking the Southwest Corner of said Cook Bastrop Investment tract, for the Southeast Corner hereof;

THENCE S 42° 44' 35" W 160.49 feet with said Southeast Line of said 3.95 acre V. F. W. tract to iron pin set in the East line of said old County Road marking the most Southerly corner of said 3.95 acre V. F. W. tract, also being the Northwest Corner of said 10.143 acre State of Texas tract for the most Southerly Corner hereof;

THENCE N 64° 34' W 426.22 feet with said Northeast line of old County Road to the place of BEGINNING and containing 1.698 acres of land.

EXHIBIT "A"

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2010008932

Nancy E. Rister

02/12/2010 11:55 AM

SURRATT \$48.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

13
RETURN TO

Longhorn Title Co., Inc.



City Council Meeting January 12, 2012 Agenda Item Transmittal

Agenda Item #: 9

Agenda Title: Consider introducing Ordinance 2012-02 to rezone property located at 2003 W. 2nd Street, 1.698 acres in the H. G. Johnson Survey, Abstract 348, from B-1, Local Business to M-1 Light Industrial.

Council Action to be taken: Introduce Ordinance 2012-02 as a result of Public Hearing conducted in previous agenda item number 8.

Initiating Department: Planning and Development

Staff Contact: John Elsdon, City Planner

1. INTRODUCTION/PURPOSE

This item is related to the previous item regarding a request to rezone property located at 2003 W. 2nd Street, 1.698 acres in the H. G. Johnson Survey, Abstract 348, from B-1, Local Business to M-1 Light Industrial, property owner is Manoj Naik.

2. DESCRIPTION/ JUSTIFICATION

Location and Acres of the Property

2003 W 2nd St
1.698 Acres

Property Owner & Applicant

Manoj Naik

Applicant's intentions for the property (development objective)

Allow temporary sales from truck on property

Existing Zoning

B-1, Local Business

Previous Zoning History

Unknown

Proposed Zoning

M-1, Light Industrial

Future Land Use Map

The Future Land Use Map designates this area as Industrial

Current Use of Property

Club Luna – Night Club

Surrounding Property: Zoning and land use

North: Clark Travel/BP-2, Business Park 2 and B-2, General Business and M-1, Light Industrial (The portion of the Clark Travel tract across from this rezone is currently vacant)

South: TxDOT Facility/M-1 and R-1

East: Storage Structure Sales/B-1

West: Out buildings-storage buildings/B-1 and R-1

Existing Thoroughfares (type and size)

West 2nd Street – Major Arterial 200+ ft

The City's Thoroughfare Plan

Major Arterial 120'

Platting Information

Not platted

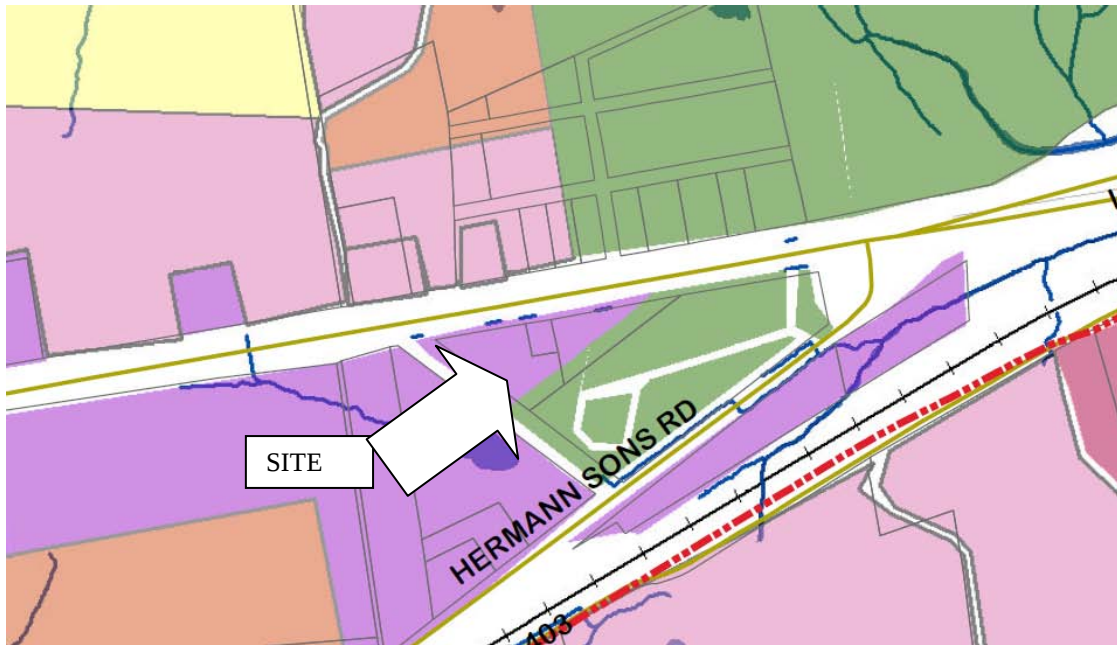
Site Photo:



Current Zoning is B-1:



Future Land Use is Industrial:



Aerial Photo:



3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

N/A

5. RECOMMENDATION

The Planning and Zoning Commission recommended denial for this request during their regular meeting on December 13, 2011.

The property to the west (Schwenker, 6 acres) was represented by a realtor who noted that the property owner was opposed to rezoning this property to Industrial.

The Commission mentioned that a review by the Commission of Future Land Uses in this area would be important since it is an entrance to the community, and industrial uses may not be appropriate near a primary entrance to the community.

6. REFERENCE FILES

9a Ord 2012-2 with legal description

ORDINANCE NO. 2012-02

AN ORDINANCE REZONING PROPERTY LOCATED AT 2003 W SECOND STREET FROM B-1, LOCAL BUSINESS, TO M-1, LIGHT INDUSTRIAL; AND PROVIDING A SAVINGS CLAUSE

WHEREAS, notices for the proposed rezoning were published in accordance with the Zoning Ordinance and the request referred to the Planning and Zoning Commission.

WHEREAS, Manoj Naik, applicant and property owner, requested a rezone of property located in the vicinity of 2003 West Second Street, also described as a 1.698 acre tract of land situated in the H.G. Johnson Survey, Abstract No. 348, City of Taylor, Williamson County, Texas, and more fully described in Exhibit A which is incorporated into and made a part of this Ordinance. That after a public hearing held by the Planning and Zoning Commission on December 13, 2011, the Planning and Zoning Commission voted to recommend a rezone from B-1 to M-1 on said property.

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

10 That after public hearing held on January 12, 2012 before the City Council of the City of Taylor for the purpose of considering an application submitted by Manoj Naik to rezone property located in the vicinity of 2003 West Second Street, also described as a 1.698 acre tract of land situated in the H.G. Johnson Survey, Abstract No. 348, City of Taylor, Williamson County, Texas, from B-1 to M-1, is hereby granted to Manoj Naik for the property described.

20 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 here of, as if copied herein verbatim.

3.0 Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional

4.0 In accordance with Article 8, of the City Charter, Ordinance No. 2012-02 was introduced before the City Council on the 12th day of January, 2012.

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

ATTEST:

Don Hill, Mayor

Susan Brock, City Clerk

Field Notes for Los Caballeros De Guadalupe, Corporation:

BEING a 1.698 acre tract of land situated in the H. G. Johnson Survey, Abstract No. 348, City of Taylor, Williamson County, Texas and being a part of that certain tract of land conveyed by Deed to the Sidney Pierce Post Number 4476, Veterans of Foreign Wars of the United States of record in Volume 378, Page 114 of the Deed Records of Williamson County, Texas, Surveyed on the ground in the month of December, 2002 under the supervision of R. T. Magness, Jr., Registered Professional Land Surveyor, and being more particularly described as follows:

BEGINNING at an iron pin found in the South line of U. S. Highway No. 79 at the intersection with the Northeast Line of an old County Road marking the Northwest Corner of said 3.95 acre tract of land for the Northwest Corner hereof;

THENCE N 68° 28' E 340.22 feet to iron pin set for the most Northerly Northeast Corner hereof;

THENCE S 21° 11' 15" E 120.35 feet to iron pin set for an Inner Corner hereof;

THENCE N 68° 27' 55" E 98.86 feet to iron pin set in the West line of that certain 1.333 acre tract of land conveyed by Deed to the Cook Bastrop Investment of record in Document No. 9862325 of the Official Records of Williamson County, Texas, for the most Easterly Northeast Corner hereof

THENCE S 20° 09' 50" E 121.58 feet to iron pin found in the Southeast line of the said 3.95 acre V. F. W. tract, also being the Northwest line of that certain 10.143 acre tract of land conveyed by Deed to the State of Texas of record in Volume 368, Page 354 of the Deed Records of Williamson County, Texas, marking the Southwest Corner of said Cook Bastrop Investment tract, for the Southeast Corner thereof;

THENCE S 42° 44' 35" W 160.49 feet with said Southeast Line of said 3.95 acre V. F. W. tract to iron pin set in the East line of said old County Road marking the most Southerly corner of said 3.95 acre V. F. W. tract, also being the Northwest Corner of said 10.143 acre State of -- Texas tract for the most Southerly Corner hereof;

THENCE N 64° 34' W 426.22 feet with said Northeast line of old County Road to the place of BEGINNING and containing 1.698 acres of land.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2010008932

Nancy

02/12/2010 11:55 AM

SURRATT \$48.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

(13)



City Council Meeting January 12, 2012 Agenda Item Transmittal

Agenda Item #: 10

Agenda Title: Consider introducing Ordinance 2011-23 amending the Zoning Ordinance to add “Food Bank or Pantry” to definitions, delete definitions for “Institution for Religious, Charitable, or Philanthropic Nature” and “Non Profit Activities by a Church,” and change definitions and districts allowed for auto repair, and amend the Future Land Use Map relating to the Downtown Neighborhood (DN) District.

Council Action: Consider introducing Ordinance 2011-23

Initiating Department: Planning and Development

Staff Contact: **John Elsdén, AICP**
City Planner

1. INTRODUCTION/PURPOSE

The purpose of this item is for the City Council to consider introducing Ordinance 2011-23 amending the Zoning Ordinance to add “Food Bank or Pantry” to definitions, delete definitions for “Institution for Religious, Charitable, or Philanthropic Nature” and “Non Profit Activities by a Church,” change definitions and districts allowed for auto repair, and amend the Future Land Use Map relating to the Downtown Neighborhood District (DN).

Previously, this ordinance included definitions for “Halfway Houses” and “Rehabilitation Care Facilities” as well as the permitted locations. Staff removed these items from the previous Ordinance to facilitate consideration of the remainder of the items in the Ordinance. These will be presented to the Council for consideration at a later date.

2. DESCRIPTION/ JUSTIFICATION

Food Bank or Pantry Definition Added

This use is proposed for addition to Table 3, with definition shown below. Please note the recommended districts for this use on Table 3 below.

Food Bank or Pantry – A non-profit agency where food and / or grocery products are collected and distributed to those in need.

Future Land Use Plan – Change of Location of Downtown Neighborhood Designation, and addition of Specific Use Permit to allow Major Auto Repair in the B-1, Local Business District

A change in the location of the Downtown Neighborhood designation on the Future Land Use Plan will move the designation approximately one block to the north, to run from mid-block north of West Second Street to mid-block north of West Fourth Street (see two maps below showing the Current Future Land Use Map and the recommended relocation of the Downtown Neighborhood (DN) to the north). A general commercial use is left on the plan along the north side of W 2nd. Much of this area now has B1, Local Business zoning.

Automotive repair: The proposed amendment would allow “major automotive repair” with a Specific Use Permit (SUP) within B-1, Local Business District, which is current not allowed. The amendment also proposes to allow “minor auto accessory installation” and “minor auto repair” in this district providing that there are no outdoor repairs or storage (see table below). This change should address the need for future rezoning requests from B-1 to B-2, especially along West Second Street, since there seems to be a trend in this direction recently.

The following is recommended to be added to the definition for “Auto Accessory Installation (Minor)” and “Automobile Repair, Minor” within the B-1 District:

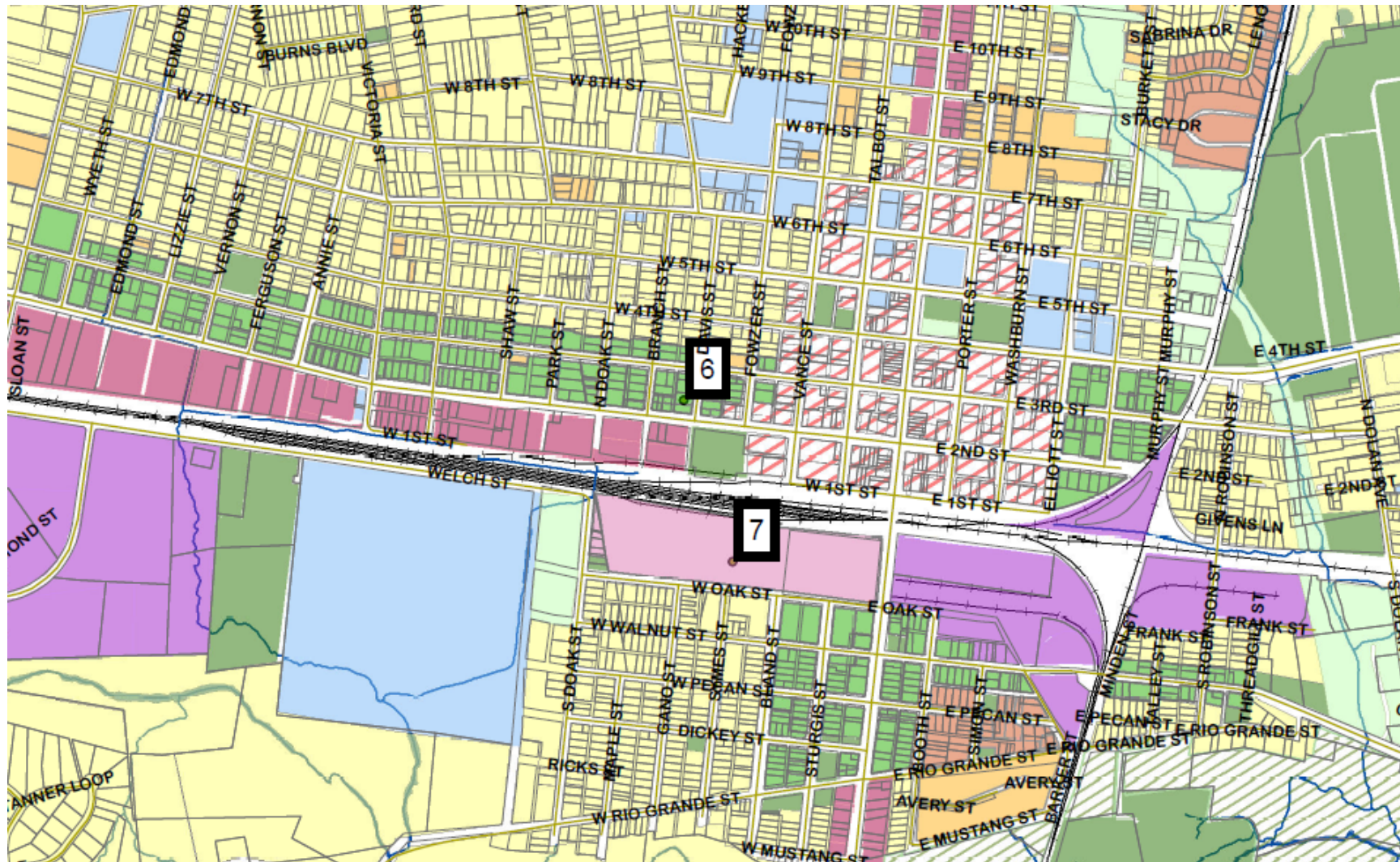
No outside storage of vehicles or tools and no work on vehicles will be allowed within the B-1 Zoning District.

Zoning Ordinance – Deletion of Uses from Table 3, Permitted Uses: Institution for Religious, Charitable or Philanthropic Nature and Non-Profit Activities by a Church

During the past two years we have had applications related to “Institution for Religious, Charitable or Philanthropic Nature” and “Non-Profit Activities by a Church” as listed on Table 3 of the Zoning Ordinance. Since these two uses have no definition within the Ordinance, an individual could apply for any use that they feel fits into one of these two categories, thus these two uses have been recommended for deletion. The particular uses that are typically performed by churches or non-profit organizations are already covered by the ordinance.

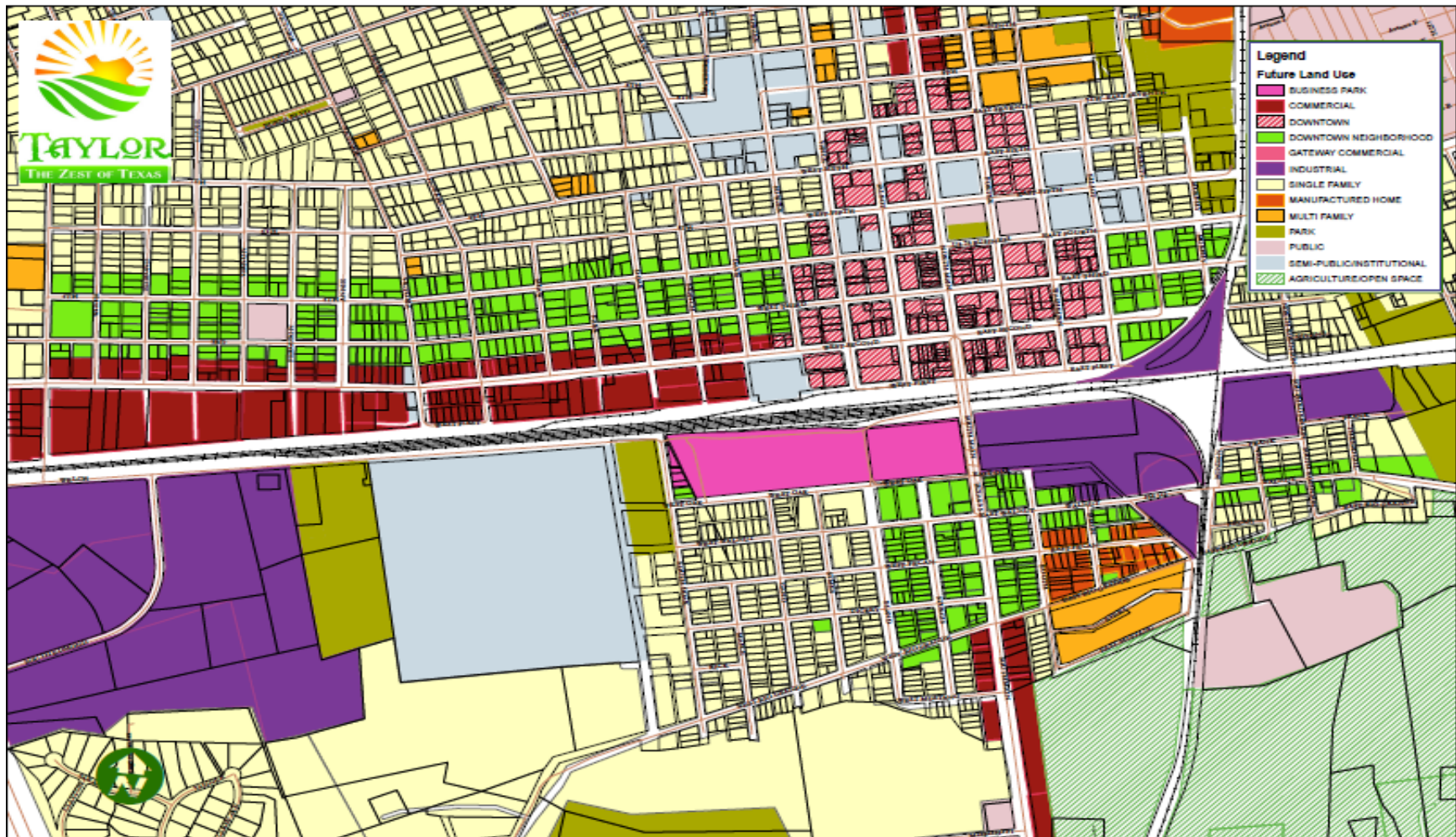
TABLE 3 – PERMITTED USES	Residential Districts								M is c			Nonresidential Districts							
Permitted uses	R-A	R-1	R-2	R-3	MH	D	MF-1	MF-2	DN	I	P	B-1	B-2	B-3	BP-1	BP-2	M-1	M-2	
<u>Food Bank or Pantry</u>										P		P	P	P		P	P	P	
<u>Auto repair, Major</u>												S	P				P	P	
<u>Auto Repair, Minor</u>												P	P				P	P	
<u>Auto Accessory Installation (Minor)</u>												P	P				P	P	
Uses Proposed to be Eliminated																			
<u>Institution for Religious, Charitable or Philanthropic Nature</u>										S			P				P	P	
<u>Non Profit Activities by a Church</u>			P	P	P	P	P	P	P	P		P	P	P			P	P	

Current Future Land Use Map



Recommended Map:

Future Land Use Showing "Downtown Neighborhood" MOVED NORTH



3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

The Planning and Zoning Commission recommended approval of Ordinance 2011-23 during the September 13, 2011 Planning and Zoning Commission meeting.

The recommendation for this item is to introduce Ordinance 2011-23.

5. TIME LINE CONSIDERATIONS

6. REFERENCE FILES (Attachments)

10a. Ordinance 2011-23

ORDINANCE NO. 2011-23

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2001-17 ADOPTED BY THE CITY OF TAYLOR, TEXAS ON APRIL 24, 2001 AS HERETOFORE AMENDED, BY ADDING FOOD BANK OR PANTRY TO TABLE 3, PERMITTED USES; MODIFYING TABLE 3 FOR MAJOR AUTO REPAIR, MINOR AUTO REPAIR, AND AUTOMOBILE ACCESSORY INSTALLATION (MINOR; ADDING FOOD BANK OR PANTRY TO SECTION 11, DEFINITIONS; MODIFYING CHAPTER 11, DEFINITIONS, FOR AUTOMOBILE ACCESSORY INSTALLATION (MINOR), AUTOMOBILE REPAIR, MINOR, AND AUTOMOBILE REPAIR, MAJOR; DELETING NON-PROFIT ACTIVITIES BY A CHURCH AND INSTITUTION FOR RELIGIOUS, CHARITABLE OR PHILANTHROPIC NATURE FROM TABLE 3; MODIFYING THE FUTURE LAND USE MAP; AND PROVIDE A SAVINGS CLAUSE.

WHEREAS, the City of Taylor, Texas desires to amend the Zoning Ordinance to add definitions for Food Pantry; Modify Section 11 and Table 3 for Automobile Accessory Installation (Minor), Automobile Repair, Minor, and Automobile Repair, Major and change definitions; delete Non-Profit Activities by a Church and Institution for Religious, Charitable or Philanthropic Nature; and Modify the Future Land Use Map; and

WHEREAS, the Planning and Zoning Commission conducted a Public Hearing for this change on September 13, 2011 and recommends approval of these changes; and

WHEREAS, the City of Taylor, Texas conducted a public hearing regarding the zoning change and no opposition was expressed regarding the zoning change; and

WHEREAS, the City deems it is in the best interest that the amendment in the zoning ordinance be allowed.

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. Table 3, Permitted Uses, is amended to read as follows:

Table 3 - Permitted Uses

TABLE 3 – PERMITTED USES	Residential Districts								Misc. Districts			Nonresidential Districts							
Permitted uses	R-A	R-1	R-2	R-3	MH	D	MF-1	MF-2	DN	I	P	B-1	B-2	B-3	BP-1	BP-2	M-1	M-2	
<u>Food Bank or Pantry</u>										<u>P</u>		<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	<u>P</u>	<u>P</u>	
<u>Auto repair, Major</u>												<u>S</u>	P				P	P	
<u>Auto Repair, Minor</u>												<u>P</u>	P				P	P	
<u>Auto Accessory Installation (Minor)</u>												<u>P</u>	P				P	P	
Rehabilitation Care Facility (Halfway House)	S	S	S	S	S	S	S	S	P	S		P	P	P			P	P	
Institution for Religious, Charitable or Philanthropic Nature										S			P				P	P	
Non-profit Activities by a Church		P	P	P	P	P	P	P	P	P		P	P	P			P	P	

SECTION 3.

Section 11, Definitions, is amended as follows:

Food Bank or Pantry - A non-profit agency where food and / or grocery products are collected and distributed to those in need.

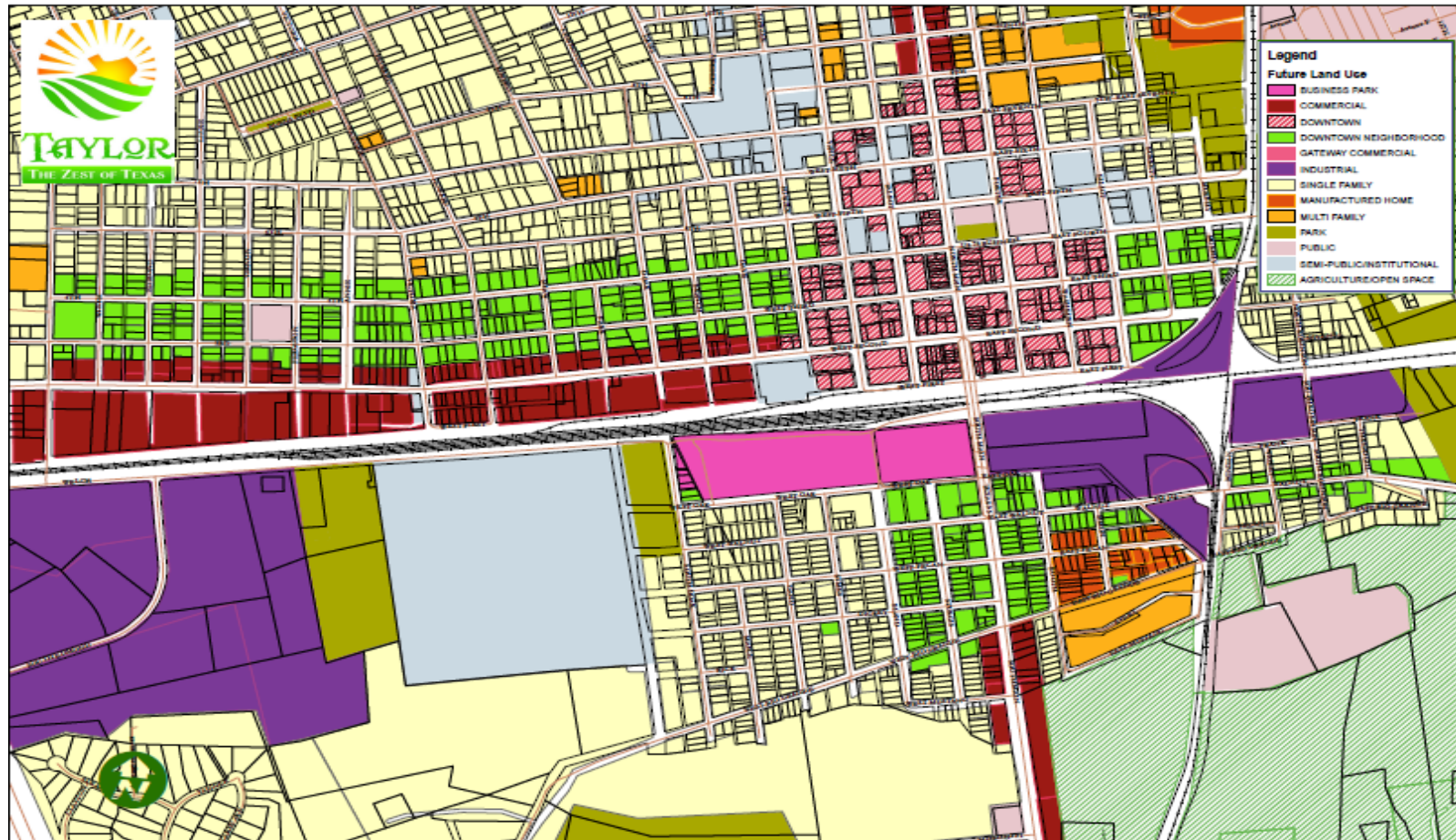
Automobile Accessory Installation (Minor) - Minor installation of minor automobile accessories such as car alarms, radio and stereo equipment, window tinting, pin striping, cellular telephones and similar accessories. No outside storage of vehicles or tools and no work on vehicles will be allowed within the B-1 Zoning District.

Automobile Repair, Minor - Minor repair or replacement of parts, tires, tubes and batteries; diagnostic services; minor maintenance services such as grease, oil, spark plug and filter changing; tune-ups; emergency road service; replacement of starters, alternators, hoses and brake parts; automobile washing and polishing; performing state inspections and making minor repairs necessary to pass said inspection; normal servicing of air-conditioning systems; and other similar minor services for motor vehicles except heavy load vehicles, but not including any operation named under "Automobile Repair, Major;" or any other similar use. No outside storage of vehicles or tools and no work on vehicles will be allowed within the B-1 Zoning District.

SECTION 4.

The Taylor Future Land Use Map is amended as follows:

Future Land Use Showing "Downtown Neighborhood" MOVED NORTH



In accordance with Article VIII, Section 1, of the City Charter, Ordinance No. 2011-23 was introduced and a public hearing was held before the Taylor City Council on the 12TH day of January, 2012.

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

Don Hill, Mayor

ATTEST:

Susan Brock, City Clerk

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan Brock, being the City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2011-23 passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 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 _____, 2012.

Susan Brock
City Clerk



***City Council Meeting
January 12, 2012
Agenda Item Transmittal***

Agenda Item #: 11

Agenda Title: Consider approving Resolution R12-01 supporting the submission of a grant application to the Meadows Foundation by the YMCA of Greater Williamson County for financial assistance for a proposed community recreation center.

Council Action to be taken: Approve or deny

Initiating Department: City Administration

Staff Contact: Jeff Straub, Assistant City Manager

1. INTRODUCTION/PURPOSE

In an effort to secure additional funding for the construction of a gymnasium at the Community Recreation Center, the YMCA of Greater Williamson County is applying for grant assistance to the Meadows Foundation. The Meadows Foundation has funded similar grants for recreation centers in the past.

2. DESCRIPTION/ JUSTIFICATION

Approval of this resolution demonstrates the Council's support of the YMCA's seeking this grant and designates Mr. Dunaway as the City's representative in assisting the YMCA with this grant application.

3. FINANCIAL/BUDGET

This grant, if obtained will assist in leveraging tax payer dollars to deliver the best possible recreation facility to our community.

4. TIMELINE CONSIDERATIONS

ASAP

5. RECOMMENDATION

Staff recommends approval

6. REFERENCE FILES

11a. [Resolution R12-01](#)

RESOLUTION R12-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS SUPPORTING THE SUBMISSION OF A GRANT APPLICATION TO THE MEADOWS FOUNDATION BY THE YMCA OF GREATER WILLIAMSON COUNTY FOR FINANCIAL ASSISTANCE FOR THE PROPOSED COMMUNITY RECREATION CENTER.

WHEREAS, the City of Taylor and the YMCA of Greater Williamson County executed a Letter of Intent on November 28, 2011 regarding the Community Recreation Center; and

WHEREAS, the Letter of Intent commits the City of Taylor to construct a Community Recreation Center; and

WHEREAS, the Letter of Intent commits the YMCA of Greater Williamson County to be housed in and operate the facility; then

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

SECTION 1: That the City of Taylor will construct a Community Recreation Center at the Taylor Regional Park and Sports Complex with the agreement with the YMCA of Greater Williamson County that they be housed in and operate the facility.

SECTION 2: That the City of Taylor supports the YMCA of Greater Williamson County's submission of an application to The Meadows Foundation for financial assistance with the construction of the Center.

SECTION 3: The City Council hereby authorizes and directs its City Manager to act for the City in working with the YMCA for the purposes of the development of the application, and that Jim D. Dunaway, is hereby officially designated as the representative in this regard.

Introduced, read and passed by the affirmative vote of the Applicant on this 12th day of January, 2012.

Donald Hill, Mayor
City of Taylor

ATTEST:

Susan Brock, City Clerk
City of Taylor



***City Council Meeting
January 12, 2012
Agenda Item Transmittal***

Agenda Item #: 12
Agenda Title: Consider request to extend Solid Waste Collection Services agreement with IESI and to consider a rate increase for these 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 to adjust and extend their contract and request a rate increase for solid waste services.

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 also requested a one-year extension on their contract, which was approved and will expire January 31, 2012.

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.

4. TIMELINE CONSIDERATIONS

February 1, 2012 to January 31, 2013

5. RECOMMENDATION

Staff recommends approval of IESI's request for an increase in garbage rates and a one year extension to their contract.

6. REFERENCE FILES

12a. [IESI letter](#)

12b. [Original contract](#)



December 12, 2011

Mr. Jim Dunaway
City Manager
City of Taylor
400 Porter Street
Taylor, TX 76574

Dear Mr. Dunaway:

Please accept this letter as written notification of our intent to seek a one-year extension, as required under Section 4.0 Term and Termination, paragraph 4.2 Extension on pages 6-7 of the Solid Waste Collection Agreement. The effective term of the extension requested would be from February 1, 2012 through January 31, 2013.

In addition, as you know, our costs of labor, health insurance, disposal and fuel have been increasing every year. In light of these operational increases, we respectfully request a price adjustment per our agreement based on the most recent Consumer Price Index All Urban Wage Earners and Clerical Workers “All Items” (CPI-W). The criteria are outlined on page 2 and paragraph 14.1.2 of the Addendum dated June 26, 2007, and effective October 1, 2006 to our current agreement, dated February 1, 2003. The CPI-W percentage for the time frame detailed on the above page and paragraph is 3.9% (based on October 2010 to October 2011). The new rates will be \$11.66 per month per home and \$3.79 per month for additional carts. The requested rate increase would be scheduled to take effect on February 1st 2012. The new residential, commercial and roll-off rates are attached in Exhibit “A”.

IESI TX Corporation is both pleased and excited about the opportunity to continue to provide collection and disposal of solid waste to the City of Taylor. We take great pride in the fact that customer service, to both the City of Taylor and its citizens, is paramount in our corporate thought process. We take the delivery of environmental services very seriously. Our Customer Satisfaction, Safety and Maintenance programs are great assets to IESI as we are committed to deliver the highest quality services to communities and businesses throughout the United States. Strong communication with both the City and your residents is a key focus for our company. We consider our relationship with our municipal customers to be a public/private partnership of which we understand the importance and take great pride.

We truly appreciate the opportunity to continue to be your solid waste service provider and look forward to continuing our public-private partnership. If you should have any questions or need additional information, please do not hesitate to contact me at 512-329-1401 or email at jhare@iesi.com.

Best Regards,

James R. Hare

James R. Hare
District Municipal Marketing Manager
IESI Central Texas District

EXHIBIT "A"

2012 REVISED EXHIBIT "A"

Solid Waste Collection

A. Residential Customers

Pick up once per week	Proposed Fees	Current
Container Size	Base Rate	Base Rate
Single 96 gallon cart	\$11.66	\$11.22
Single 65 gallon cart	\$10.04	\$9.66
Each Additional cart	\$3.79	\$3.65

B. One time collection of bulky wastes on call

Container Size	Delivery Charge	Daily Rental	Proposed Per Haul/Current	
2 cu.bic yards	\$70.31	\$4.22	\$70.31	\$67.67
3 cu.bic yards	\$70.31	\$4.22	\$70.31	\$67.67
4 cu.bic yards	\$70.31	\$4.22	\$70.31	\$67.67
6 cu.bic yards	\$70.31	\$4.22	\$70.31	\$67.67
8 cu.bic yards	\$70.31	\$4.22	\$70.31	\$67.67
10 cu.bic yards	\$70.31	\$4.22	\$70.31	\$67.67

C. Commercial Customers

Container Size	Frequency of Service	Base Fee/Month – Current 2011	
96 Gallon Cart	One X per week pick up	\$18.32	\$17.63
2 cu.bic yards	One X per week pick up	\$50.73	\$48.83
3 cu.bic yards	One X per week pick up	\$66.40	\$63.91
4 cu.bic yards	One X per week pick up	\$84.00	\$80.85
6 cu.bic yards	One X per week pick up	\$105.00	\$101.06
8 cu.bic yards	One X per week pick up	\$127.76	\$122.96
10 cu.bic yards	One X per week pick up	\$155.74	\$149.89

96 Gallon Cart	Two Xs per week pick up	\$26.23	\$25.25
2 cu.bic yards	Two X s per week pick up	\$84.00	\$80.85
3 cu.bic yards	Two X s per week pick up	\$115.51	\$111.17
4 cu.bic yards	Two X s per week pick up	\$146.99	\$141.47
6 cu.bic yards	Two X s per week pick up	\$173.32	\$166.81
8 cu.bic yards	Two X s per week pick up	\$211.74	\$203.79
10 cu.bic yards	Two X s per week pick up	\$245.01	\$235.81

96 Gallon Cart	Three Xs per week pick up	\$31.97	\$30.77
2 cu.bic yards	Three Xs per week pick up	\$103.97	\$100.07
3 cu.bic yards	Three Xs per week pick up	\$164.49	\$158.32
4 cu.bic yards	Three Xs per week pick up	\$212.66	\$204.68
6 cu.bic yards	Three Xs per week pick up	\$257.25	\$247.59
8 cu.bic yards	Three Xs per week pick up	\$297.49	\$268.32
10 cu.bic yards	Three Xs per week pick up	\$339.49	\$326.75

Container Size	Frequency of Service	Base Fee per Month-Current	
96 Gallon Cart	Four X s per week pick up	\$39.98	\$38.48
3 cu.bic yards	Four X s per week pick up	\$193.53	\$186.27
4 cu.bic yards	Four X s per week pick up	\$255.91	\$246.30
6 cu.bic yards	Four X s per week pick up	\$289.51	\$278.64
8 cu.bic yards	Four X s per week pick up	\$366.28	\$352.53
10 cu.bic yards	Four X s per week pick up	\$439.23	\$422.74

96 Gallon Cart	Five Xs per week pick up	\$49.55	\$47.69
3 cu.bic yards	Five Xs per week pick up	\$239.93	\$230.92
4 cu.bic yards	Five Xs per week pick up	\$332.37	\$319.89
6 cu.bic yards	Five Xs per week pick up	\$353.49	\$340.22
8 cu.bic yards	Five Xs per week pick up	\$462.23	\$444.88
10 cu.bic yards	Five Xs per week pick up	\$579.24	\$557.50

Delivery Charge:

20 yd. Roll-off	Per Delivery	\$122.31	\$117.72
30 yd. Roll-off	Per Delivery	\$122.31	\$117.72
40 yd. Roll-off	Per Delivery	\$122.31	\$117.72

Daily Rental:

20 yd. Roll-off	Per Day	\$1.89	\$1.82
30 yd. Roll-off	Per Day	\$1.89	\$1.82
40 yd. Roll-off	Per Day	\$1.89	\$1.82

Cost per Haul:

20 yd. Roll-off	Per Haul	\$376.33	\$362.20
30 yd. Roll-off	Per Haul	\$451.59	\$434.64
40 yd. Roll-off	Per Haul	\$526.86	\$507.08

D. Industrial Solid Waste Collection Services – collected by service provider

Total monthly bill of industrial customer x	+ Franchise Fee 10%
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E. Municipal Services

Service Type
Trash Pick-up

Container Size	Frequency of Service	Rate
96 Gallon Cart	Avg. Twice X per week pick up	No Charge
2 cu.bic yards	Avg. Twice X per week pick up	No Charge
3 cu.bic yards	Avg. Twice X per week pick up	No Charge
4 cu.bic yards	Avg. Twice X per week pick up	No Charge

6 cu.bic yards	Avg. Twice X per week pick up	No Charge
8 cu.bic yards	Avg. Twice X per week pick up	No Charge
10 cu.bic yards	Avg. Twice X per week pick up	No Charge
Collection and Disposal of Solid Waste during Spring and Fall Clean-up		

IESI to provide six (6) 30 yd roll-offs per clean up (twice per year) at **NO Charge**.
Any Roll Offs used thereafter will be charged according to the schedule immediately following:

Delivery Charge:

20 yd. Roll-off	Per Delivery	No Charge
30 yd. Roll-off	Per Delivery	No Charge
40 yd. Roll-off	Per Delivery	No Charge

Daily Rental:

20 yd. Roll-off	Per Day	No Charge
30 yd. Roll-off	Per Day	No Charge
40 yd. Roll-off	Per Day	No Charge

Cost per Haul:

20 yd. Roll-off	Per Haul	\$223.77
30 yd. Roll-off	Per Haul	\$298.35
40 yd. Roll-off	Per Haul	\$372.94

Collection and Disposal of Dead Animals from the City's Animal Shelter
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As determined by IESI	Twice X per week pick up	No Charge
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Collection and Disposal of Sludge from the Municipal Wastewater Treatment Plant

Cost per haul

30 yd Roll Off	As needed	\$469.91
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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 January 12, 2012 Agenda Item Transmittal

Agenda Item #: 13
Agenda Title: Consider Interlocal Agreement with the City of Bedford regarding a cooperative purchasing program for fire department uniforms.

Council Action to be taken: Approve or deny

Initiating Department: Fire Department

Staff Contact: Pat Ekiss, Chief, Taylor Fire Department

1. INTRODUCTION/PURPOSE

The Fire Department is requesting that we enter into an Interlocal agreement the City of Bedford in order to purchase Station Wear (Nomex Uniforms) at a cooperative purchasing rate/price.

2. DESCRIPTION/ JUSTIFICATION

Cooperative purchasing agreements allow cities to “piggyback” purchase from a quote received by another jurisdiction. Bidders are made aware that the price quoted will be offered to a cooperative program. The benefits are twofold. The jurisdiction receives a reduced cost because the bidder anticipates increased sales from the cooperative purchasing program. The Uniforms, Station Wear and Class A Uniforms offered in the Bedford bid is the same as what is currently purchased by the City of Taylor Fire Department.

3. FINANCIAL/BUDGET

There is no charge for this service but will benefit from the savings offered.

4. TIMELINE CONSIDERATIONS

Uniforms are typically ordered in October with an anticipated delivery date of late January. If approved, the pricing offered by the Interlocal agreement would be applied to all future purchases. The current contract price is good for 12 months. The Interlocal agreement is auto renewed annually. Notification of changes or cancellations to the agreement will be given to all parties 30 days prior to implementation.

5. RECOMMENDATION

Staff recommends approval.

6. REFERENCE FILES

13a [Request for bid](#)

13b [Interlocal agreement](#)

CITY OF BEDFORD
REQUEST FOR BID

The City of Bedford is soliciting sealed bids for Fire Fighter Uniforms.

Bid Reference Number 10-1008

Subject: Fire Fighter Uniforms

Bid Closing Time: Friday, October 8, 2010 @ 10:00am

Designate on the front, lower left hand corner of your response envelope, the above reference number and closing time. **DO NOT** place quoted prices on the outside of the envelope.

Quote and pricing must be provided on the required Quote sheet and the Authority to quote page must be filled out and signed.

Total Price from Quote Sheet \$_____

Additional Cities That May Be Interested In Participating in this Contract:

Aubrey	Sanger	ParkerCounty ESD #1
Bedford	Mineral Wells	Sunnyvale
Cleburne	Decatur	Oak Point
Colleyville	Frisco	Hurst
Crowley	Hudson Oak	River Oaks
Forest Hill	Van Alstyne	Wills Point
Grapevine	Paris	Hopkins County
Haltom City	Farmers Branch	Flower Mound
Hutchins	Alverado	Sherman
Keller	Rhome	Corinth
Mansfield	Venus	Eules
North Richland Hills	Terrell	
Pantego	Wylie	
Richland Hills	Celina	
Roanoke	Alamo Heights	
Southlake	Ferris	
Texarkana	Bonham	
Westlake	Haslet	
Kennedale	Forney	

Any other City that is interested in participating in this award, will contact winning bidder and make all purchases directly with the vendor and will be invoiced separately from the City of Bedford. The City of Bedford is not responsible for purchases or payment from any other City.

INSTRUCTIONS TO BIDDERS

1. BID SUBMISSION ADDRESS AND DEADLINE

Completed bids will be received in the Office of the Fire Chief, Central Fire Station, 1816 Bedford Road, Bedford, Texas 76021 until the bid submission deadline (closing time and date) as stated on the cover page. Bid responses received after the closing time and date will be returned to the sender unopened. Bids will be opened and read promptly at the designated time on the cover sheet in the Fire Administration Conference Room at the Central Fire Station, 1816 Bedford Road, Bedford, Texas 76021.

2. LATE BIDS

The City of Bedford is not responsible for late or non-delivery of mail, carrier, etc. to the City, and the time and date recorded at the Bedford Fire Department shall be the official time of receipt.

3. MODIFICATIONS AND AMENDMENTS

The City shall have the right to modify the specifications prior to the bid submission deadline and will endeavor to notify all potential Bidders that have received a copy of the bid specifications, but failure to notify shall impose no obligation or liability on the City.

4. REQUEST FOR BID WITHDRAWAL OR BID REJECTION

The City reserves the right to withdraw the request for bids for any reason or to reject any or all bids or parts of all of any specific bid or bids. The City further reserves the right to accept part or all of any specific bid or bids, and to accept any bid or bids with or without trade-in.

5. ALTERING BIDS

Bids cannot be altered, amended or withdrawn by the Bidder after the bid opening deadline. Any interlineations, alteration, or erasure made before this deadline, must be initialed by the signer of the bid, guaranteeing authenticity.

6. SIGNATURES

All bid responses must be signed by an authorized representative of the bidding entity. Bid responses received unsigned will not be considered.

7. UNIT PRICES AND EXTENSIONS

If unit prices and their calculated amount do not coincide, the City may accept the bid for the lesser amount.

8. PRICES HELD FIRM

All prices quoted by the Bidder will remain firm for a minimum of 90 days from the date of the bid unless otherwise specified by the City or Bidder.

9. DESTINATION CHARGES

All products offered shall be bid F.O.B., final destination, as designated, with all delivery charges to be prepaid by the successful Bidder. The City does not accept C.O.D. or collect shipments.

10. PACKING, CRATING AND CARTAGE

The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the City's request. All packing, crating, or other debris resulting from the deliver or set-up of the commodity purchased shall be removed and properly disposed of by the successful Bidder.

11. IDENTICAL BIDS

In the event of two or more identical low bids, the agreement will be awarded as prescribed by Chapter 271, Subchapter Z, and Section 271.901 of Vernon's Texas Codes Annotated.

12. DELIVERY DATE AND LOCATION

The Bidder shall provide in the "Authority to Quote" section the maximum number of days to deliver the product after receipt of the City's order. This date may determine the award. If the successful Bidder accepts the City's order, but does not deliver in the promised time, fees for delay may be assessed beginning on the first day following the promised delivery date.

13. WARRANTY

Guarantees and warranties should be attached as a part of the bid as they may be a consideration in making the award.

14. PRICE DECLINE

Should there be a decline in the market price of the commodities provided during the agreement, then the City shall have the benefit of such decline.

15. BID AMBIGUITY

Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions of bidding shall be construed in the favor of the City.

16. ASSIGNMENT

The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assignor or the liability in the event of default by the assignee.

17. RESPONSE FORM TO BE USED

The bid quote must be submitted on the form provided

18. BRAND or MANUFACTURER's REFERENCE

The City of Bedford has no specific preference to a brand name or manufacturer for the product specified providing that it meets or exceeds the quality defined in "Specifications."

19. PATENT INDEMNITY

The successful Bidder hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

20. LIENS

The successful Bidder agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

21. MATERIAL SAFETY DATA SHEETS (MSDS)

Each bid shall include a MSDS for the product quoted, if applicable

22. SPECIAL TOOLS

In the event that special tools are required for routine maintenance or to provide access to compartment areas, the successful Bidder shall furnish these tools at no cost to the City.

23. OPERATIONAL/MAINTENANCE MANUALS

If requested by the City, the Bidder shall provide a complete set of operational instructions and descriptive literature for a proper evaluation of the product quoted and maintenance manuals.

24. EMPLOYEE TRAINING

The successful Bidder shall provide on-site (or classroom, if applicable) instruction to the designated City employee(s) as required to safely operate and maintain the item purchased. The instruction shall be at no additional cost to the City.

25. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications. All change orders to the agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City.

26. GRATUITIES/BRIBES

The City may, by written notice to the successful Bidder, cancel this agreement without liability, if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative to any City officer, employee or elected representative with respect to the performance or award of the agreement. In addition, the successful Bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.

27. TERMINATION OF AGREEMENT

The City reserves the right to terminate this agreement with ten (10) days written notice if the successful Bidder fails to perform in a manner deemed acceptable by the City. Upon delivery of such notice by the City to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of agreement successfully performed.

28. PAYMENT

Payment to the successful Bidder will be as a lump sum payment after satisfactory receipt of the product, as determined by the City, and receipt of invoice or other billing instrument used by the successful Bidder. The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the bid price. All prices quoted shall include all charges, including delivery and set-up fees. Invoices will be sent via hard copy to the Bedford Fire Department, 1816 Bedford Road, Bedford, Texas 76021.

29. REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references in which the Bidder has to provide this service or a similar product. List the references on Attachment I.

30. SPECIFICATION CLARIFICATION

For clarification of these specifications call the Purchasing Agent, Torin Johnson, Fire Department, 817-952-2541

BONDS, INSURANCE and INDEMNITY

BONDS

No Bid Bond is required for this Bid.

INSURANCE

Commercial General Liability: \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage. This policy shall have no coverage's removed by exclusions.

Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1", any auto.

Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits of \$100,000 for each accident, \$500,000 policy limit-Disease.

INDEMNITY

The successful Bidder agrees to defend, indemnify, and hold the City and all of its officers, agent, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the successful Bidder, or any agent, servant, or employee of the successful Bidder in the execution of performance of this agreement, without regard to whether such persons are under the direction of City agents or employees.

NON-DISCRIMINATION:

Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, disability, or place of birth. Contractor shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, disability, or place of birth. This action shall include but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

VENDOR COMPLIANCE WITH STATE LAW

The 1985 Session of Texas Legislature passed House Bill 620 relative to the award of Contracts to non-resident bidders. This law provides for non- resident bidders to bid projects for construction, improvements, supplies or services in Texas. To be awarded these Contracts, the non-resident bidder must bid an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident would be required to underbid a non-resident bidder to obtain a comparable Contract in the state of the non-residents principal place of business.

NOTE: A non-resident bidder is a Contractor whose corporate office or principal place of business is located outside the State of Texas.

Item A: ALL BIDDERS

I hereby certify that our principal place of business is in the State of Texas.

YES X NO

Item B: NON-RESIDENT BIDDERS

Non-Resident vendors in _____ (State), our principal place of business, are required _____% lower than resident bidders by State Law. A Copy of the statute is attached.

Non- Resident vendors in _____ (State), our principal place of business, are **not** required to underbid resident bidders.

Name

Signature

Company Name

City, State

AFFIDAVIT AGAINST PROHIBITED ACTS

I hereby affirm that I am aware of the provisions of the Texas Penal Code Sec 36.02, 36.08, 36.09, and 36.10, dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am aware that any violation of these rules subjects this agreement to one or more of the following: revocation, removal from bid lists, prohibiting future Contract/subcontract work, revocation of permits and/or prosecution.

Signature

Attest (if Contractor is a Corporation)

SPECIFICATIONS

The following specifications are established for this bid. The Name brand listed for the individual items is for **Reference Only as to the Quality and material makeup of the bid item.**

Any deviations from specifications and alternate bid items must be clearly shown on the alternate bid page (Attachment A). These alternate bid items may or may not be considered and the City is the final authority for determining acceptable alternates.

Samples (for City Comparison) of each alternate bid item may be required for specification comparison.

This bid may or may not be split as to individual items or group of items.

Bidders must familiarize themselves with all aspects of the bid and items required.

Winning Bidder must be within 20 mile radius of City of Bedford for pickup of ordered items if needed by the City.

If a Bidder does not provide or does not wish to bid a particular item please indicate in the unit price column N/A.

Total units indicated are a best estimate for the City of Bedford only. City of Bedford may purchase more or less of these items.

Items with one unit indicated is for other Cities. The estimated number of these units are not available due to the number of other Cities that may choose to participate in this Bid Request.

City of Bedford will furnish Departmental Patch to the vendor for application on the required garments. The vendor will furnish Certification Patch, Name/Rank Tags, Department Logo for silkscreen or embroidered to the garments as required.

This Contract is for 24 months with 3, 12 month renewal periods. At annual renewal, a price increase will be considered under the following conditions: Based on the Consumer price index for this industry, but not to exceed a 5% increase. Consideration for an annual renewal price increase must be in writing 60 days prior to renewal date. The City is the final authority for a price increase.

AUTHORITY TO QUOTE SHEET

AUTHORITY TO QUOTE

I agree to meet the stated minimum requirements as set forth in these specifications and that I have formalized myself with all the components of this Bid Request, for the price stated below:

TOTAL PRICE: _____

Bidder/Company Name: _____

Authorized Representative: _____

Signed: _____

Title: _____

Address: _____

City, State & Zip: _____

Date: _____

Telephone: _____

Fax Number: _____

Estimated Delivery Time

After Receipt of Order (requested 3 day delivery): _____

Standard Industrial Classification Code (SIC): _____

Warranty: (Please describe)

ATTACHMENT I

REFERENCES

Each bidder is to provide a minimum of three (3) verifiable references in which the bidder has provided similar service.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Product Purchased by Reference: _____

AN INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING OF GOODS, PRODUCTS AND/OR SERVICES

This agreement is entered into by and between the cities of signatory to this agreement, all being municipal corporations chartered under the Constitution of the State of Texas, hereinafter referred to as "member cities" each acting through their duly authorized representatives.

WHEREAS, the member cities desire to secure for each city the benefits of cooperative purchasing of goods, products and/or services; and

WHEREAS, this agreement is made under the authority granted by and pursuant to Texas Interlocal Corporation Act, Article 791 of the Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premise and mutual promises contained herein;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Prior to any collective purchases under this agreement, the cities will designate which city shall be responsible for the bidding process for a particular purchase.
2. Member cities agree that all specifications for said items shall be determined in cooperation with members, with final approval with the city responsible for final bid process.
3. Each member shall be responsible for placing orders directly with and payment to the vendor under each contract entered into pursuant to the cooperative purchasing program, and shall be responsible for the vendors compliance with all conditions of delivery and quality of the purchased items. No member shall be obligated to purchase any item merely by virtue of that member approving specifications for said item, or by requesting to be included in an "open" contract for such items.
4. Members shall designate an official representative to act for member in all matters relating to this cooperative purchasing program, including the designation of specific contracts in which the member desires to participate.
5. This agreement shall take effect upon execution by signatories.
6. This agreement shall be in effect from date of execution until terminated by any party to this agreement by written notice to the other parties stating the date of such termination. a minimum of 30 day written notice must be given to terminate agreement.
7. Exhibit "A" will constitute a list of Member Cities.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year each member signs agreement.

(Member City)

Date _____

Signature

Title _____

Approved as to Form:

City Attorney

Date _____

Attest:

City Secretary

Date _____

EXHIBIT A

MEMBER CITIES

Aubrey	Sanger	Parker County ESD #1
Bedford	Mineral Wells	Sunnyvale
Cleburne	Decatur	Oak Point
Colleyville	Frisco	Hurst
Crowley	Hudson Oaks	River Oaks
Forest Hill	Van Alstyne	Azle
Grapevine	Paris	Lillian
Haltom City	Farmers Branch	Red Oak
Hutchins	Alverado	Bowie
Keller	Rhome	Greenwood RVFD
Mansfield	Venus	Parker County ESD #7
North Richland Hills	Terrell	Ponder VFD
Pantego	Wylie	Corsicana Fire Rescue
Richland Hills	Celina	City of Allen
Roanoke	Alamo Heights	The Colony
Southlake	Ferris	Briar Fire Department
Texarkana	Bonham	Keene Fire Department
Westlake	Haslet	Travis County ESD #10
Kennedale	Forney	City of Rockwall
Euless	Corinth	Johnson County ESD #1
Sherman	Flower Mound	City of Rowlett
Hopkins County	Wills Point	

Erath County Fire Rescue

Grand Saline



City Council Meeting January 12, 2012 Agenda Item Transmittal

Agenda Item #: 14

Agenda Title: Consider entering into a professional services contract with Sledge Engineering, LLC for project management of the community recreation center construction project.

Council Action to be taken: Approve or Deny

Initiating Department: City Manager's Office

Staff Contact: Jeff Straub, Assistant City Manager

1. INTRODUCTION/PURPOSE

Sledge Engineering, LLC has served and served well as the City of Taylor's Project Manager on other construction projects. It is our desire to enter into a professional services contract with this firm for project management of the community recreation center.

2. DESCRIPTION/ JUSTIFICATION

A project manager is needed to represent the City of Taylor's interests during the design and construction of the community recreation center. Casey Sledge has served well in this capacity on other projects. This contract will provide for CIP Project Management during the: planning phase, program management, contract administration (negotiation, selection, etc.), master plan phase, bidding and construction observation.

3. FINANCIAL/BUDGET

The total amount of this contract is \$86,000 to be paid from funds set aside for the recreation center project.

Progress payments may be requested based on the amount of services completed. Payment for the services of SE shall be due and payable upon receipt. Progress shall be based on:

Planning and Schematic Design Phase = 15%

Design Development Phase = 20%

Construction Document Phase = 25%

Bidding and Negotiation Phases = 5%

Construction Phase = 35%

Total = 100%

4. TIMELINE CONSIDERATIONS

ASAP

5. RECOMMENDATION

Staff recommends approval.

6. REFERENCE FILES

14a. [Sledge Engineering Contract](#) for Project Management

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

OWNER/CLIENT: CITY OF TAYLOR, TX
400 Porter Street
Taylor, TX 76574
(512) 352-3633
(512) 352-8485

This AGREEMENT is entered into by the **City of Taylor**, hereinafter called "OWNER" or "CITY" and **Sledge Engineering, LLC.**, hereinafter called "SE". In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF SE:** In accordance with the terms of this AGREEMENT: OWNER agrees to employ SE; SE agrees to perform professional services in connection with the Project; OWNER agrees to pay to SE compensation. The Project is described as follows:

CIP Program Management Services:

A. Recreation Center

- II. **SCOPE OF SERVICES / COMPENSATION:** SE shall render professional services in connection with Project as follows. OWNER agrees to pay SE for all professional services rendered under this AGREEMENT in accordance with the following:

A. Recreation Center

Project to be added to the **CIP Program Management Project List** and included in reports as existing projects. Typical CIP Program Management tasks will be performed as well. Tasks Include:

Project Budget of \$3,550,000 includes indoor recreation center, indoor pool, indoor gymnasium

Planning Phase

- Develop, negotiate, and Administer RFQ package for design consultants. Lead interview process and make recommendations to Owner.
- Oversee design team and review site feasibility, site planning, project scoping, and cost estimating
- Administer and facilitate public meetings as needed for Project information sharing

Program Management:

- Establish and maintain project schedules and budgets for all mentioned projects
- Reports to OWNER monthly or as needed for all projects

- Providing needs assessments and analyses of alternatives
- Coordinating Conceptual designs and cost estimations
- Evaluating and prioritizing all projects and their interrelationships and dependencies
- Providing project scopes, goals, and objectives
- Oversee all project consultants
- Conduct public meetings
- Providing project closeout/final accounting
- Funding source budget management
- Finding the most cost-effective ways to deliver your projects
- Supporting your communication and dialogue with your local community
- Inform OWNER of construction delivery options

Contract Administration, negotiations and firm selection including:

- Negotiate and recommend contracts on behalf of OWNER for all consultants and contractors
- Design firm(s) at planning stage and design/construction phases
- Geotechnical and materials testing firm(s)
- Surveying firm(s)
- Texas Department of Licensing and Regulation firm for accessibility
- Contractor(s)

Masterplan Phase

- Oversee site master planning process for build-out conditions for all new and renovated sites
- Oversee site master planning as needed for OWNER Infrastructure to include utilities, traffic, drainage, open space
- Administer and facilitate public meetings as needed for affected property owners and consensus building
- Review site masterplan(s) for cost effectiveness, constructability, stake-holder needs

Design Phase

- Plan reviews for cost effectiveness, constructability, satisfaction of project goals, City , County, and State compliance
- Provide Value Engineering and cost reductions options for stake-holders
- Oversee Architectural, Engineering, and Landscape Architecture design services
- Oversee zoning and platting approvals as needed
- Review Opinions of Probable Construction Cost at 30%, 60%, 90%, and 100% or similar
- Facilitate Design meetings with stake-holders / Owner

Bidding

- Introduce and Recommend Bidding Options to OWNER
- Review and oversee all bidding processes
- Recommend Award of bid(s) to owner
- Assist design team(s) with bidding processes

Construction Observation

- Maintain schedule and budget control and reporting to owner
- Conduct Pre-construction meeting(s)
- Assist with Design team Review of shop drawings and submittals
- Review lab testing on materials
- Provide routine observation services and reporting
- Conduct periodic construction meetings as-needed with contractor & stake-holders
- Issue instructions from owner to contractor with interpretations and clarifications of plans and specifications
- Advise design team and contractor regarding Change Orders, Requests for Information
- Make recommendations as to acceptability of work
- Assist with preparation of sketches to resolve problems due to field conditions encountered

- Review progress payments / make recommendations
- Review contractor's Record Drawing information
- Make final inspections at completion including punch list administration
- Recommend Final Acceptance to owner
- Provide follow-up inspections for Maintenance Bonds
- Assist owner with move-in and transitions
- Assist owner with receiving new construction, operations and maintenance training

SERVICES NOT INCLUDED:

1. Engineering Design
2. Environmental Assessments
3. Easement document preparation
4. Fees of any kind
5. Other services not specifically referenced within this agreement.

LUMP SUM COMPENSATION:

B. Recreation Center _____ \$86,000

Progress payments may be requested by SE based on the amount of services completed. Payment for the services of SE shall be due and payable upon receipt. Progress shall be based on:

Planning and Schematic Design Phase =	15%
Design Development Phase =	20%
Construction Document Phase =	25%
Bidding and Negotiation Phases =	5%
Construction Phase =	35%
Total =	100%

III. TERMS AND CONDITIONS OF AGREEMENT:

The following Terms and Conditions of Agreement shall govern the relationship between the OWNER and SE.

- A. **INFORMATION FURNISHED BY OWNER:** Owner will assist SE by placing at SE's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. SE shall have no liability for defects or negligence in the Services attributable to SE's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner. SE shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to SE that SE may reasonably discover in its review and inspection thereof.
- B. **OPINION OF PROBABLE COSTS:** Any submitted or reviewed opinions of probable project development cost will be based on present day cost, but SE does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared or reviewed by SE hereunder will be made on the basis of SE's experience and qualifications and represent SE's judgment as an experienced and qualified professional. It is recognized, however, that SE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining their prices.

- C. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, SE will furnish Construction

Representation according to the defined scope for these services. SE will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, SE will endeavor to protect Owner against defects and deficiencies in the work of Contractors; SE will report any observed deficiencies to Owner; however, it is understood that SE does not guarantee the Contractor's performance, nor is SE responsible for the supervision of the Contractor's operation and employees. SE shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. SE shall not be responsible for the acts or omissions of any person (except their own employees or agents) at the Project site or otherwise performing any of the work of the Project.

- D. **MEDIATION:** Prior to arbitration or litigation, the parties shall endeavor to settle disputes by mediation unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.
- E. **TERMINATION:** This Agreement may be terminated with or without cause by either party upon seven days prior written notice to the non-terminating party. If this agreement is terminated during the course of performance of the work, SE shall be paid the reasonable value of the services performed during the period prior to the effective dates of termination of the agreement. If, prior to termination of this agreement, any work designed or specified by SE during any phase of the work is suspended in whole or in part for more than three months or abandoned after written notice from the Owner, SE shall be paid for such services performed to receipt of such notice.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than OWNER and SE, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of OWNER and SE and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between OWNER and SE and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, they have executed this AGREEMENT:

CITY OF TAYLOR (OWNER)

SLEDGE ENGINEERING, LLC (SE)

By: _____

By: _____

Printed Name: _____

Printed Name: Casey B. Sledge

Title: _____

Title: President

Date: _____

Date: 1/9/12



***City Council Meeting
January 12, 2012
Agenda Item Transmittal***

Agenda Item #: 15

Agenda Title: Consider entering into a professional services contract with KAH Architects for design and construction oversight of the community recreation center project.

Council Action to be taken: Approve or Deny

Initiating Department: City Administration

Staff Contact: Jeff Straub, Assistant City Manager

1. INTRODUCTION/PURPOSE

The Council voted and instructed the city manager's office (with the assistance of Casey Sledge) to seek out and retain the services of an architect/design team for the construction of the community recreation center.

2. DESCRIPTION/ JUSTIFICATION

KAH Architects met or exceeded all requirements developed by Sledge Engineering, LLC to qualify for selection as the design team for the community recreation center project. KAH has substantial experience in the design or recreation centers to include the Twin Lakes YMCA, the Twin Lakes YMCA new natatorium and exercise area addition, the CHASCO Family YMCA and its renovations and the Town Lake YMCA

The contract has been reviewed by Mr. Hejl, our city attorney.

3. FINANCIAL/BUDGET

The contract and financial data will be provided prior to the council meeting.

4. TIMELINE CONSIDERATIONS

A construction timeline is dependent upon design.

5. RECOMMENDATION

Staff recommends approval

6. REFERENCE FILES

The contract and financial data will be provided under separate cover prior to the council meeting.



***City Council Meeting
January 12, 2012
Agenda Item Transmittal***

Agenda Item #: 16
Agenda Title: Executive Session. (Economic Development)
Council Action to be taken: Adjourn into Closed session.
Initiating Department: City Administration
Staff Contact: Jim D. Dunaway, City Manager

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/ JUSTIFICATION

The Taylor City Council will conduct a closed meeting under Section 551.087 of the Texas Government Code which allows such a closed meeting and which Rules conflict with the Texas Open Meetings Act.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

16a. [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 January 12, 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 R . 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 R. Hill, Mayor