

AGENDA

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

OCTOBER 24, 2013, 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. Approve minutes for October 10, 2013. (Susan Brock)
2. Approve Ordinance 2013-18 amending the Fee Schedule for City services. (Rosemarie Dennis)
3. Consider renewing the professional services agreement with Langford Management Services to administer the TDHCA HOME Grant Program. (Bob vanTil)

PROCLAMATIONS

4. Proclamation: Arbor Day, November 2, 2013. (Mayor)
5. Proclamation: Veterans Day, November 11, 2013. (Mayor)
6. Proclamation: Municipal Court Week, November 4-8, 2013. (Mayor)

PUBLIC HEARINGS

7. Conduct a Public Hearing and consider introducing Ordinance 2013-21 regarding a request from Humberto Suarez, property owner is Tapimata LLC, to rezone property in the vicinity of 1202-1204 Welch Street, also described as 12.44 acres out of the James C. Eaves Survey Abstract No. 214 and the William R. Williams Survey, Abstract No. 665, City of Taylor Williamson County, Texas from R1 (Single Family) to M1 (Light Industrial) and also a request for a Specific Use Permit in the M-1 District for a Rodeo. (Bob vanTil)
8. Conduct a Public Hearing and consider introducing Ordinance 2013-22 regarding amending the Zoning Ordinance to allow Music Concert and Dance Hall, Outdoor, with a Specific Use Permit in certain zoning districts. (Bob vanTil)
9. Conduct a Public Hearing and consider introducing Ordinance 2013-25 amending the Future Land Use Map for the newly annexed areas. (Bob vanTil)
10. Conduct a Public Hearing and consider introducing Ordinance 2013-26 amending the Zoning Ordinance to allow Mobile Food Vendor within commercial areas. (Bob vanTil)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

11. Receive Quarterly report from the Taylor Chamber of Commerce. (Thomas Martinez)
12. Consider contract extension and curbside recycling program and related costs from Progressive Waste Systems, Inc. (Danny Thomas)
13. Consider award of one individual contract for 404 Stacy Drive in the amount of \$18,200 to Precision Construction, LLC under the Amy Young Barrier Removal Program Contract No. 1001593 with the Texas Department of Housing and Community Affairs. (Bob vanTil)

14. Consider introducing Ordinance 2013-28 establishing school zones in the City of Taylor. (Jeff Straub)
15. Consider appointments to the Planning and Zoning Commission, the Comprehensive Plan Implementation Committee, and Zoning Board of Adjustments. (Susan Brock)
16. Receive update on Capital Improvement Projects. (Casey Sledge)
17. Consider future projects to be funded by the Municipal Drainage Utility System. (Jeff Straub; Casey Sledge)
18. Discuss and consider search mechanism and process for recruitment and selection of a City Manager. (Mayor)
19. Discuss and consider future items for discussion. (Mayor)

EXECUTIVE SESSION

20. Executive Session I. 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 Eagles
21. Executive Session II. The Taylor City Council will hold a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, in accordance with the authority contained in Section 551.074 to discuss personnel matters.
 - Interim City Manager position
22. 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 including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on October 21, 2013 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 10/21/13
Susan Brock, City Clerk



***City Council Meeting
October 24, 2013
Agenda Item Transmittal***

Agenda Item #: 1
Agenda Title: Approve minutes for October 10, 2013.
Council Action: Approve by consent 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, October 10, 2013.](#)

The City Council of the City of Taylor met on October 10, 2013, at City Hall, 400 Porter St., Taylor, Texas. Noting the absence of Mayor Jesse Ancira and Council Member Donald Hill, Mayor Pro Tem Christopher Gonzales declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Council Member Scott Green
Council Member Brandt Rydell

Jim Dunaway, City Manager
Ted Hejl, City Attorney
Susan Brock, City Clerk

INVOCATION

Mr. Danny Thomas led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

No citizens spoke during this time.

CONSENT AGENDA

1. APPROVE MINUTES FOR SEPTEMBER 24, 2013.
2. APPROVE ORDINANCE 2013-19 AMENDING THE 2012/2013 FISCAL YEAR BUDGET.

ORDINANCE NO. 2013-19

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING ORDINANCE NO. 2012-27 ADOPTED ON SEPTEMBER 13, 2012, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2013; BY AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND AS WELL AS OTHER FUNDS THAT PROVIDE FOR THE PAYMENT OF OPERATING EXPENSES AND CAPITAL OUTLAY AND BY CHANGING THE AMOUNT APPROPRIATED FOR VARIOUS DEPARTMENTS OF THE CITY.

3. APPROVE ORDINANCE 2013-14 ASSIGNING NEWLY ANNEXED TERRITORIES TO APPROPRIATE CITY ELECTION DISTRICTS.

ORDINANCE NO. 2013-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, ESTABLISHING NEW DISTRICT BOUNDARY LINES BASED ON ANNEXATIONS THE CITY CONDUCTED IN 2012 AND 2013; AND PROVIDING FOR AN EFFECTIVE DATE.

4. CONCUR WITH PRELIMINARY FINANCIALS FOR AUGUST, 2013.

Council Member Green asked for clarification regarding agenda item number 16 in the minutes and was assured by Mr. Hejl that no additional detail was needed. Council Member Green then moved to approve the consent agenda as presented and Council Member Rydell seconded the motion. VOTE: Three voted AYE. Motion passed.

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

5. CONSIDER REQUEST TO EXTEND BULK WATER RATE AGREEMENT TO MUSTANG CREEK GOLF COURSE.

Ms. Rosemarie Dennis, Finance Director, provided a brief description of the current agreement with the Golf Course allowing them to purchase water at a bulk rate. Ms. Dennis provided information regarding the loss of revenue as a result of this agreement. Mr. Bill Mikulencak expressed his appreciation to the Council for past concessions and encouraged the Council to renew the agreement as drought conditions continue.

Council Member Rydell moved to extend the agreement at the same rate as presented until September 2014 Council Member Green seconded the motion. VOTE: Three voted AYE. Motion passed.

(Mr. Jeff Straub, Assistant City Manager, joined the meeting prior to the next agenda item.)

6. CONSIDER INTRODUCING ORDINANCE 2013-18 AMENDING THE FEE SCHEDULE FOR CITY SERVICES.

Ms. Dennis presented a request to consider amending the current fee ordinance to incorporate changes from the planning and development department as well as an increase in the off duty police officer hourly rate.

Without further discussion Mayor Pro Tem Gonzales asked Mr. Hejl to introduce the ordinance.

ORDINANCE NO. 2013-18

AN ORDINANCE AMENDING ORDINANCE NO. 2012-31 ADOPTED ON SEPTEMBER 27, 2012 BY CHANGING CERTAIN RATES AND OTHER SERVICES PROVIDED BY THE CITY.

7. CONSIDER APPROVING RESOLUTION R13-7 NOMINATING CANDIDATES TO THE BOARD OF DIRECTORS FOR THE WILLIAMSON CENTRAL APPRAISAL DISTRICT.

Mr. Straub provided information regarding a request from the Williamson Central Appraisal District to submit nominations for the Board of Directors. Terms are for two years and all taxing entities are allotted specific votes for nominees and then again for the actual vote of those nominated.

Council Member Green moved to approve Resolution R13-7 nominating Deborah Hunt for the WCAD Board of Directors and Council Member Rydell seconded the motion. VOTE: Three voted AYE. Motion passed.

8. CONSIDER A REQUEST FROM THE CITY OF LEANDER TO BECOME A MEMBER OF THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (WCCHD).

Mr. Dunaway presented a request to consider amending the agreement with the WCCHD to approve the membership application from the City of Leander. Council Member Green moved to accept the application from the City of Leander and Council Member Rydell seconded the motion. VOTE: Three voted AYE. Motion passed.

9. CONSIDER REQUEST TO SELL WINE AND/OR BEER AND TO ALLOW CONSUMPTION THROUGHOUT THE FESTIVAL AREA FOR THE 2013 OcTAYLOR FEST AND THE 2013 F1 INVITATIONAL CAR SHOW.

Ms. Deby Lannen, Main Street Manager, presented a request to consider allowing wine and beer for two upcoming events in the downtown area.

Council Member Rydell first acknowledged his affiliation as a Board Member of the Taylor Conservation and Heritage Society who is spearheading the OcTaylor Fest and then moved to approve the request for both events as presented. Council Member Green seconded the motion. VOTE: Three voted AYE. Motion passed.

ADJOURN

With no further business; Mayor Pro Tem Gonzales adjourned the meeting at 6:26 p.m.

Christopher Gonzales, Sr., Mayor Pro Tem

ATTEST:

Susan Brock, City Clerk



City Council Meeting October 24, 2013 Agenda Item Transmittal

Agenda Item #: 2
Agenda Title: Approve Ordinance 2013-18 amending the Fee Ordinance for city services.

Council Action to be taken: Approve by consent

Initiating Department: Finance Department

Staff Contact: Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

This agenda item is to approve by consent Ordinance 2013-18 to amend the current fee schedule for the FY2013-14.

2. DESCRIPTION/ JUSTIFICATION

The FY2012-13 Fee Ordinance 2012-31 is being amended for the new fiscal year of 2013-14 to coincide with the recent adoption of the annual budget. This ordinance was introduced at the October 10th council meeting.

The information below summarizes the changes in the fee schedule for FY2013-14. All other fees will remain unchanged. There are only two changes made to the current fee schedule which are shown in red in **Exhibit A on pages 8 and 12**.

Summary/description of changes:

- **Planning & Development Services-** Page 8 of Exhibit A, under the section of building permits, this section is being moved and replaced for clarification of weatherization fees. The previous schedule and calculation formulae seemed to cause confusion among some customers in understanding the calculation of this fee.
- **Police Department-** Page 12 of Exhibit A, security fee for off-duty police officers hourly rate is increased from \$38 to \$42. This increase would ensure we recover actual costs in overtime pay for the off-duty police officers who work security.

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

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

Immediate consideration.

5. RECOMMENDATION

Approve by consent Fee Ordinance 2013-18 for City services.

6. REFERENCE FILES

2a. [Ordinance 2013-18](#)

2b. [Exhibit A FY2013-14 Fee Schedule.](#)

ORDINANCE NO. 2013-18

AN ORDINANCE AMENDING ORDINANCE NO. 2012-31 ADOPTED ON SEPTEMBER 27, 2012 BY CHANGING CERTAIN RATES AND OTHER SERVICES PROVIDED BY THE CITY.

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

SECTION 1.0 That the certain rates for utilities and other services provided by the city, for the support of the general government of the City of Taylor, Texas be amended in accordance with the changes shown in the attached Exhibit A fee schedule.

SECTION 2.0 That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to Ordinance No. 2012-31.

SECTION 3.0 All other provisions of Ordinance No. 2012-31 shall remain in full force and effect.

SECTION 4.0 In accordance with Article 8 of the City Charter, this ordinance was introduced before the City Council of the City of Taylor, Texas on the 10th day of October , 2013.

SECTION 5.0 This Ordinance shall be effective immediately after passage.

PASSED, APPROVED, and ADOPTED on the _____ day of October 2013.

Jesse Ancira Jr., Mayor

ATTEST:

Susan Brock, City Clerk

"EXHIBIT A"**City of Taylor - Fee Schedule for City Services 2013-14****AIRPORT**

Hanger and Tie Down Rental		Monthly Fee
Hangar A	10 Units	\$ 190.00
Hangar B	6 Units	\$ 125.29
Hangar C	12 Units	\$ 264.97
Hangar D	12 Units	\$ 264.97
Hangar E	8 Units	\$ 264.97
	2 Units	\$ 320.42
	2 Units	\$ 356.37
Tie Downs	27	\$ 36.97
Over Night Tie Downs	8	\$ 5.10 per night if no fuel is purchased
Late Payment fee, if not paid by due date		10%
Long Term rental of hangar space in main hangar		as negotiated
Long Term rental of living quarters at airport		as negotiated
Fuel Sales		
AV Gas LL100		as determined by City Manager
Jet A		as determined by City Manager

ANIMAL CONTROL

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

CEMETERY

Grave Digging Fees		
Normal Size	Weekdays 9am - 4pm	\$ 600.00
Normal Size	Weekdays after 3:30 pm; Holidays/Weekends	\$ 700.00
Infant or Ashes	Weekdays 9am - 4pm	\$ 400.00
Infant or Ashes	Weekdays after 3:30 pm; Holidays/Weekends	\$ 500.00
Oversize	Weekdays 9am - 4pm	\$ 700.00

City of Taylor - Fee Schedule for City Services 2013-14

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

FIRE DEPARTMENT

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

Fire Department Permits/Fees

Site and subdivision plans	\$	100.00	
False Alarm (after 3rd Alarm)	\$	50.00	per occurrence
Special Events (includes plans review and inspection) See also Planning & Development fees	\$	100.00	
Controlled burn in city limits - Approved	\$	50.00	
Controlled burn in city limits - Unapproved	\$	300.00	fine
Fire reports	\$	3.00	
Inspections			
CSI Inspection	\$	40.00	
Annual safety inspection - commercial buildings:		No charge	
Re-inspection fee - after second inspection	\$	50.00	
Fire final	\$	100.00	
Assisted living institutions	\$	50.00	
Day care centers (providing care for less than 10)	\$	50.00	
Day care centers (providing care for 11 or more)	\$	50.00	
Nursing homes	\$	100.00	
Hospital	\$	100.00	
Foster/adoption home	\$	25.00	

Test/Acceptance Test/ Plans Review

Fuel distribution tank and pipe installation (plans review and testing)	\$	150.00	
Hydrant flow test	\$	100.00	
Suppression System Plans Review	\$	300.00	per each system
Suppression System Test	\$	50.00	
Suppression System Test/Acceptance Per Floor Test <200(>200 \$.50 per device)	\$	100.00	
Suppression System Fire Pump Test/Acceptance test	\$	25.00	
Fire Alarm System Plan Review	\$	100.00	
Fire Alarm System /test/acceptance test	\$	75.00	
Carnival Inspection	\$	100.00	
Interior Seasonal Event	\$	100.00	
Kitchen vent hood suppression system plan review	\$	100.00	
Kitchen vent hood suppression system / Test/acceptance test	\$	50.00	
LP tank storage installation (plans review and testing)	\$	150.00	
Alternative fire suppression systems (spray booths, Dry/Wet Chem., etc.)	\$	50.00	
Alternative fire suppression systems (spray booths, Dry/Wet Chem., etc.) plans review	\$	100.00	

Fines for Negligent or Irresponsible Actions

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

City of Taylor - Fee Schedule for City Services 2013-14

Note: The following list is not all-inclusive of equipment that may be damaged or contaminated during the course of a respond effort. Additional equipment that is not herein listed may be charged at actual replacement costs.
 Following fees may be assessed against the insurance companies requesting Fire/EMS service at which the Taylor Fire Department responded. The same fees may be charged for specialized use or rental- such as but not limited to movie production or stand by services.

Apparatus

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

Personnel

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

Haz-Mat

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

Protective Equipment Replacement

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

Firefighting Agents

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

Emergency Medical Service

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

Firefighting Equipment Replacement

A-Frame Combo Ladder	\$	414.00	each
Attic Folding Ladder 10'	\$	255.00	each
Attic Folding Ladder 8'	\$	230.00	each
Deluge Monitor w/o pie & tips	\$	2,080.00	each
Extension Ladder 24'	\$	525.00	each
Extension Ladder 35'	\$	925.00	each

City of Taylor - Fee Schedule for City Services 2013-14

Foam Aerator Tube	\$	396.00	each
Fog Nozzle 1.0"	\$	510.00	each
Fog Nozzle 1.5-1.75"	\$	625.00	each
Fog Nozzle 2.5"	\$	680.00	each
Fog Nozzle 2.5" Master	\$	825.00	each
Fog Nozzle 2.5" Play pipe	\$	1,095.00	each
Hose 1.0"	\$	75.00	each 50'
Hose 1.0" booster	\$	125.00	each 50'
Hose 1.75"	\$	115.00	each 50'
Hose 2.5"	\$	145.00	each 50'
Hose 3.0"	\$	225.00	each 50'
Hose 5.0"	\$	685.00	each 100'
Motorola Portable Radio 800 MHz	\$	3,500.00	each
Motorola Portable Radio VHF	\$	1,000.00	each
PASS Alarm	\$	200.00	each
Roof Ladder 12'	\$	275.00	each
Roof Ladder 14'	\$	335.00	each
SCBA Air Mask	\$	240.00	each
SCBA Air Mask complete	\$	2,300.00	each
SCBA Spare Cylinders	\$	570.00	each
Stacked Tips w/Shaper	\$	566.00	each
Rescue Equipment Used			
Acetylene Cutting Kit	\$	185.00	per hour
Air Bags	\$	275.00	per hour
Air Impact Tools	\$	85.00	per hour
Ajax Cutting Tool	\$	35.00	per hour
Milwaukee Saws-All	\$	65.00	per hour
Oxygen with Mask	\$	90.00	per hour
Porta Power	\$	85.00	per hour
Rescue Tools: Spreaders, Cutters, Rams	\$	300.00	per hour
Fire Equipment Used			
ABC Extinguisher	\$	45.00	each
Axe(s)	\$	12.00	per hour
Barricade/Scene Tape	\$	20.00	
Bolt Cutters (HD)	\$	12.00	per hour
Cellular Phone w/long dist. Chg.	\$	25.00	
Chain Saw	\$	40.00	per hour
CO2 Extinguisher	\$	45.00	each
Explosive Meter	\$	180.00	
Gas Plug/Gasoline Plug Kit	\$	45.00	
Generator	\$	45.00	per hour
Hall Runner	\$	15.00	each
Halligan Tool	\$	12.00	per hour
Hand Lights	\$	15.00	each
K-Tool	\$	20.00	
PPV Fans	\$	50.00	per hour
Purple K Extinguisher	\$	75.00	each
Rescue (K-12) Saw	\$	40.00	per hour
Rolls of Plastic	\$	30.00	each
Salvage Covers	\$	25.00	each
Scene Lights	\$	32.00	per hour
Tank, Portable/Fold-a-Tank	\$	150.00	
Water Extinguisher	\$	15.00	each
Windshield Tool	\$	10.00	

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

Motor Vehicle Incidents

Level 1-	\$	435.00
Provides hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.		
Level 2-	\$	495.00

City of Taylor - Fee Schedule for City Services 2013-14

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. Billed at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3- Car Fire \$ 605.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 4- \$ 1,800.00

Includes Level 1& 2 services as well as extrication (heavy rescue tools, ropes, airbags, cribbing, etc.) Billed at this level if the fire department has to free/remove anyone from the vehicle(s) using any equipment. Will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. The level is to be billed only if equipment is deployed.

Level 5- \$ 2,200.00

Includes Level 1, 2 & 4 services as well as Air Care (multi-engine company response, mutual aid, helicopter). Billed at this level any time a helicopter is utilized to transport the patient(s).

Level 6-

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

Hazmat

Level 1- \$ 700.00

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

Level 2- \$ 2,500.00

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

Level 3- \$ 5,900.00

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

Pipeline Incidents/Power Line Incidents

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

Level 1- \$ 400.00

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

Level 2- \$ 1,000.00

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

Level 3- **Itemized Claim Charges**

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

Fire Investigation

Fire Investigation Team- \$ 275.00 per hour

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

Includes: Scene Safety, Investigation, Source Identification, K-9/Arson Dog Unit, Identification Equipment, Mobile Detection Unit, and Fire Report

Fires

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates. Itemized per person, at various pay levels for itemized products used.

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

City of Taylor - Fee Schedule for City Services 2013-14

Assignment-	\$ 400.00	per hour, per engine
	\$ 500.00	per hour, per truck

Includes: Scene Safety, Investigation, Fire/Hazard Control

Water Incidents

Level 1-	\$400 + \$50/hr, per rescue person
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Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Level 2-	\$800 + \$50/hr, per rescue person
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Intermediate Response: includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. The City will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Level 3-	\$2,000+\$50 per hour, per rescue person + \$100 per hour per Hazmat team member
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Advanced Response: includes Level 1 and Level 2 services as well as D.A.R.T activation, donning breathing apparatus and detection equipment. Setup and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment cleanup. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Level 4-

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

Back Country or Special Rescue

Minimum: \$400 for the first response vehicle + \$50/hr per rescue person. Additional rates of \$400/hr per response vehicle and \$50/hr per rescue person.

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

Chief Response:	\$ 250.00	per hour
This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.		

Miscellaneous:

Engine	\$ 400.00	per hour
Truck	\$ 500.00	per hour
Miscellaneous equipment	\$ 300.00	per hour

Mitigation Rate Notes

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

LIBRARY SERVICES

Library Meeting Room

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

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

Library Fees

Library card - Non-resident Individual	\$ 10.00	per year
Library card - Non-resident Family	\$ 25.00	per year

City of Taylor - Fee Schedule for City Services 2013-14

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

MISCELLANEOUS FEES AND PERMITS

Taxicab	
Vehicle permit fee	\$ 150.00 per vehicle
Taxicab driver's permit	\$ 25.00 per year
Horse drawn carriage permit	\$ 25.00 6 months
Street Closures	
Special Events (non-parade, non-filming)	\$ 75.00
Parade	\$ 75.00
Film Production Fees	
Activity:	Cost per Calendar Day
Film Application Fee	\$ 25.00
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area.	\$ 500.00
Partial, non-disruptive use of a public building, park, right-of-way, or public area.	\$ 250.00
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$ 50.00
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$ 25.00
Use of City parking lots, parking areas, and City streets (for the purpose of parking	\$ 50.00
Filming	\$ 250.00
	=+min of one police officer & vehicle at rates specified under police Dept. Fees

PARKS AND RECREATION

Public Facility Rental	
Murphy Park: Upper Pavilion Rental	\$ 150.00 per day + \$100 refundable deposit
Lower Pavilion Rental	\$ 130.00 per day + \$75 refundable deposit

Public Property

Long term rental of space on public property for commercial purposes

As Negotiated

Recreation Fees

Swimming Pool Admission: (Robinson Park & Murphy Park)

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

Pool Rental for Parties:

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

Pool use for daycares and day camps:

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

Pool use for YMCA members:

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

Swim Lessons:

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

General Use of Athletic Fields:

Taylor Regional Park & Sports Complex

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

Robinson Park

City of Taylor - Fee Schedule for City Services 2013-14

Deposit (weekend rental)	\$	100.00	
Maintenance to field outside regular operating hours	\$	34.00	per/hr @ request of the renter
Recovery fee (ALL City fields) - All sports included	\$	5.00	per person/per season
Athletic Fields (Taylor Regional Park & Sports Complex Only)			
Deposit	\$	250.00	Include concession, if applicable
Field attendants (minimum of 2 attendants)	\$	17.00	per attendant, per hour
Lights	\$	20.00	per hour, per field
Rentals	\$	70.00	per field, per day
Concession Stand (Taylor Regional Park & Sport Complex)			
Vendors and Concession Rentals Pay 10% of gross receipts.			
Deposit	\$	250.00	
Rental	\$	50.00	per day, per concession stand

PLANNING AND DEVELOPMENT SERVICES , ENGINEERING AND CONSTRUCTION

Building Permits

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

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

Weatherization Fees:

Residential	\$0.105/SF
Commercial	\$0.085/SF
Commercial Shell	\$0.035/SF
Commercial Finish Out & Remodeling	\$0.05/SF

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

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

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

Group (2009 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	213.26	206.02	200.72	191.95	180.03	175.03	185.14	164.60	157.61
A-1 Assembly, theaters, without stage	195.09	187.85	182.55	173.78	161.91	156.91	166.97	146.48	139.49
A-2 Assembly, nightclubs	164.78	160.08	155.65	149.42	140.29	136.53	143.89	127.27	122.52
A-2 Assembly, restaurants, bars, banquet halls	163.78	159.08	153.65	148.42	138.29	135.53	142.89	125.27	121.52
A-3 Assembly, churches	197.06	189.82	184.52	175.75	163.84	158.84	168.94	148.41	141.42
A-3 Assembly, general, community halls, libraries, museums	165.45	158.21	151.91	144.14	131.22	127.22	137.33	115.79	109.80
A-4 Assembly, arenas	194.09	186.85	180.55	172.78	159.91	155.91	165.97	144.48	138.49
B Business	166.35	160.31	154.97	147.38	133.73	128.86	141.26	117.56	112.00
E Educational	176.39	170.31	165.24	157.71	146.90	139.05	152.20	127.81	123.47
F-1 Factory and industrial, moderate hazard	98.83	94.20	88.53	85.28	76.18	72.96	81.58	62.78	59.05
F-2 Factory and industrial, low hazard	97.83	93.20	88.53	84.28	76.18	71.96	80.58	62.78	58.05
H-1 High Hazard, explosives	92.63	88.00	83.32	79.08	71.17	66.94	75.38	57.76	N.P.
H234 High Hazard	92.63	88.00	83.32	79.08	71.17	66.94	75.38	57.76	53.03
H-5 HPM	166.35	160.31	154.97	147.38	133.73	128.86	141.26	117.56	112.00
I-1 Institutional, supervised environment	166.45	160.61	156.13	149.36	137.18	133.55	145.57	123.08	118.71
I-2 Institutional, hospitals	279.74	273.70	268.36	260.77	246.24	N.P.	254.66	230.07	N.P.
I-2 Institutional, nursing homes	194.86	188.82	183.48	175.89	162.52	N.P.	169.77	146.35	N.P.
I-3 Institutional, restrained	189.53	183.49	178.15	170.56	158.15	152.28	164.45	141.98	134.42
I-4 Institutional, day care facilities	166.45	160.61	156.13	149.36	137.18	133.55	145.57	123.08	118.71
M Mercantile	122.74	118.04	112.61	107.38	97.91	95.15	101.85	84.88	81.13
R-1 Residential, hotels	167.86	162.02	157.54	150.77	138.75	135.13	147.15	124.65	120.28
R-2 Residential, multiple family	140.76	134.93	130.44	123.67	112.32	108.70	120.72	98.22	93.85
R-3 Residential, one- and two-family	132.48	128.87	125.59	122.47	117.59	114.66	118.59	109.86	102.91
R-4 Residential, care/assisted living facilities	166.45	160.61	156.13	149.36	137.18	133.55	145.57	123.08	118.71
S-1 Storage, moderate hazard	91.63	87.00	81.32	78.08	69.17	65.94	74.38	55.76	52.03
S-2 Storage, low hazard	90.63	86.00	81.32	77.08	69.17	64.94	73.38	55.76	51.03
U Utility, miscellaneous	69.66	65.79	61.57	58.14	52.18	48.79	55.35	40.81	38.65

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

Flat Fee

Residential Remodel (Single Family, Duplexes, Triplexes)	\$	50.00	+\$0.105/Sq Ft Fee + Inspection Fee
Apartment Renovations	\$	130.00	Per Unit
Commercial Remodeling	\$	40.00	+\$0.105/Sq Ft Fee
Porch or deck addition - Covered and uncovered	\$	40.00	

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Foundation leveling & repair permit	\$ 40.00	+\$0.10/SF
Re-inspection fee (building inspections)	\$ 50.00	Per inspection
Inspections after normal hours (building inspections)	\$ 100.00	per hour
Work without a permit - First Offense	Double the permit fee	
Work without a permit - Second Offense	Triple the permit fee & filed on in Municipal Court	

Electrical Permits

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

Residential Remodeling (Single Family, Duplexes, Triplexes)	\$ 40.00	+\$0.10/Sq Ft Fee
Commercial Remodeling	\$ 40.00	+\$0.105/Sq Ft Fee
"T" Pole	\$ 40.00	
Meter Loop	\$ 40.00	
Re-inspection fee (building inspections)	\$ 50.00	Per inspection
Inspections after normal hours (building inspections)	\$ 100.00	per hour
Work without a permit - First Offense	Double the permit fee	
Work without a permit - Second Offense	Triple the permit fee & filed on in Municipal Court	

Gas Permits

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

Residential Remodeling (Single Family, Duplexes, Triplexes)	\$ 40.00	+\$0.10/Sq Ft Fee
Commercial Remodeling	\$ 40.00	+\$0.105/Sq Ft Fee
Apartment Renovations	\$ 100.00	Per Unit
Yard Line Repair - Residential gas	\$ 40.00	
Re-inspection fee (building inspections)	\$ 50.00	Per inspection
Inspections after normal hours (building inspections)	\$ 100.00	per hour
Work without a permit - First Offense	Double the permit fee	
Work without a permit - Second Offense	Triple the permit fee & filed on in Municipal Court	

Mechanical Permits

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

Residential Remodeling (Single Family, Duplexes, Triplexes)	\$ 40.00	+\$0.10/Sq Ft Fee
Commercial Remodeling	\$ 40.00	+\$0.105/Sq Ft Fee
HVAC Change out	\$ 40.00	
HVAC Change out > 2,000 CFM	\$ 65.00	
HVAC Electric hook-up	\$ 40.00	
Re-inspection fee (building inspections)	\$ 50.00	Per inspection
Inspections after normal hours (building inspections)	\$ 100.00	per hour
Work without a permit - First Offense	Double the permit fee	
Work without a permit - Second Offense	Triple the permit fee & filed on in Municipal Court	

Plumbing Permits

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

Residential Remodeling (Single Family, Duplexes, Triplexes)	\$ 40.00	+\$0.10/Sq Ft Fee
Apartment Renovations	\$ 100.00	Per Unit
Commercial Remodeling	\$ 40.00	+\$0.105/Sq Ft Fee
Lawn sprinkler system	\$ 40.00	
Yard Line repair - Residential Water	\$ 40.00	
Yard Line repair - Residential Sewer	\$ 40.00	
Well permit (non-potable for irrigation)	\$ 40.00	Mostly to ensure there is not backflow into the potable water system
Re-inspection fee (building inspections)	\$ 50.00	Per inspection
Inspections after normal hours (building inspections)	\$ 100.00	per hour
Work without a permit - First Offense	Double the permit fee	
Work without a permit - Second Offense	Triple the permit fee & filed on in Municipal Court	

Miscellaneous Permits & Fees

Accessory structure: less than or equal to 120SF	\$ 40.00	
Accessory structure: greater than 120SF	See fee schedule for new construction. Based of square footage and "U" occupancy. Minimum \$40.00	
Certificate of Occupancy Inspection (CSI) Commercial	\$ 40.00	
Inspection is performed if the structure's water account is switched from one business/tenant to another. Including zoning verification, among other items		
Certificate of Occupancy Inspection (CSI) Residential	\$ 40.00	
Inspection is performed if the residence was vacant for 6 months or more		
Demolition Permit	\$ 25.00	

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Driveway/ ROW permit	No charge if associated with residential or commercial site plan approval; 2 public utility	\$	40.00
Fence - Residential and Commercial		\$	35.00
Manufacture Home Park-additions or alterations to spaces		\$	25.00 per space
Manufacture Home Park - Original permit application		\$	400.00
Manufacture Home Park License (annual fee)		\$	250.00 =<10 spaces
Manufacture Home Park License (annual fee)		\$	500.00 >10 spaces
Moving Permit - From out of town		\$	130.00 +\$35 Escort Fee
Moving Permit - Local		\$	65.00 +\$35 Escort Fee
Pool (Above ground)		\$	50.00 +one-time electrical, plumbing, etc..inspection fees
Pool (In ground)		\$	100.00 +one-time electrical, plumbing, etc..inspection fees
Right of way permit		\$	40.00
Tent - Revivals, etc.. Need site plan		\$	35.00

Sign Permits

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

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

Site Plan Review Fees - Planning Department

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

Site Plan Review Fees - Fire Department

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

Subdivision Fees

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

Administratively Approval Plat	\$	350.00 +\$25 per lot
Amended Plat	\$	350.00
Development Concept Plan	\$	-
Plat Filing Fee	Whatever the County Charges, will do this electronically.	
Plat Variance	\$	150.00
Replats	\$	330.00 +\$25 per lot
Subdivision Plat - Final	\$	300.00 +\$30 per lot
Subdivision Plat-Preliminary	\$	550.00 +\$35 per lot

Zoning Fees

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

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

Roadway Impact Fees

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

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

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Schools (0.09 LUE Equivalency/Student) \$ 43.23

Sidewalks

Cash-in-Lieu Fee \$ 3.00 per Sq Ft

Right-of-way License

Original License \$ 350.00

Impact Fees (For projects platted between 1/10/02 and 4/24/06)

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

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

Meter Type	Meter Size	Ratio to 5/8" Meter	Water Fee	Sewer Fee	Total Fee
Simple	5/8" x 3/4"	1.00	\$923	\$272	\$ 1,195
Simple	3/4"	1.50	\$1,384	\$409	\$ 1,793
Simple	1"	2.50	\$2,307	\$681	\$ 2,989
Simple	1-1/2"	5.00	\$4,615	\$1,362	\$ 5,977
Simple	2"	8.00	\$7,384	\$2,179	\$ 9,563
Compound	2"	8.00	\$7,384	\$2,179	\$ 9,563
Turbine	2"	10.00	\$9,230	\$2,724	\$ 11,954
Compound	3"	16.00	\$14,768	\$4,359	\$ 19,127
Turbine	3"	24.00	\$22,151	\$6,538	\$ 28,690
Compound	4"	25.00	\$23,074	\$6,811	\$ 29,885
Turbine	4"	42.00	\$38,765	\$11,442	\$ 50,207
Compound	6"	50.00	\$46,149	\$13,622	\$ 59,770
Turbine	6"	92.00	\$84,914	\$25,064	\$ 109,977
Compound	8"	80.00	\$73,838	\$21,795	\$ 95,633
Turbine	8"	160.00	\$147,676	\$43,589	\$ 191,265
Compound	10"	115.00	\$106,142	\$31,330	\$ 137,472
Turbine	10"	250.00	\$230,744	\$68,108	\$ 298,852
Compound	12"	330.00	\$304,582	\$89,903	\$ 394,484

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

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

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

Meter Type	Meter Size	Ratio to 5/8" Meter	Water Fee	Sewer Fee	Total Fee
Simple	5/8" x 3/4"	1.00	\$943	\$531	\$ 1,474
Simple	3/4"	1.50	\$1,415	\$796	\$ 2,211
Simple	1"	2.50	\$2,359	\$1,327	\$ 3,686
Simple	1-1/2"	5.00	\$4,717	\$2,654	\$ 7,371
Simple	2"	8.00	\$7,548	\$4,246	\$ 11,794
Compound	2"	8.00	\$7,548	\$4,246	\$ 11,794
Turbine	2"	10.00	\$9,435	\$5,308	\$ 14,743
Compound	3"	16.00	\$15,096	\$8,493	\$ 23,589
Turbine	3"	24.00	\$22,644	\$12,739	\$ 35,383
Compound	4"	25.00	\$23,587	\$13,270	\$ 36,857
Turbine	4"	42.00	\$39,627	\$22,294	\$ 61,921
Compound	6"	50.00	\$47,175	\$26,540	\$ 73,715
Turbine	6"	92.00	\$86,801	\$48,834	\$ 135,635
Compound	8"	80.00	\$75,479	\$42,464	\$ 117,943
Turbine	8"	160.00	\$150,958	\$84,928	\$ 235,886
Compound	10"	115.00	\$108,501	\$61,042	\$ 169,543
Turbine	10"	250.00	\$235,873	\$132,700	\$ 368,573
Compound	12"	330.00	\$311,352	\$175,164	\$ 486,516

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

Meter Type	Meter Size	Ratio to 5/8" Meter	Water Fee	Sewer Fee	Total Fee
Simple	5/8" x 3/4"	1.00	\$1,770	\$1,230	\$ 3,000
Simple	3/4"	1.50	\$2,655	\$1,845	\$ 4,500
Simple	1"	2.50	\$4,425	\$3,075	\$ 7,500
Simple	1-1/2"	5.00	\$8,850	\$6,150	\$ 15,000
Simple	2"	8.00	\$14,160	\$9,840	\$ 24,000

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Compound	2"	8.00	\$14,160	\$9,840	\$	24,000
Turbine	2"	10.00	\$17,700	\$12,300	\$	30,000
Compound	3"	16.00	\$28,320	\$19,680	\$	48,000
Turbine	3"	24.00	\$42,480	\$29,520	\$	72,000
Compound	4"	25.00	\$44,250	\$30,750	\$	75,000
Turbine	4"	42.00	\$74,340	\$51,660	\$	126,000
Compound	6"	50.00	\$88,500	\$61,500	\$	150,000
Turbine	6"	92.00	\$162,840	\$113,160	\$	276,000
Compound	8"	80.00	\$141,600	\$98,400	\$	240,000
Turbine	8"	160.00	\$283,200	\$196,800	\$	480,000
Compound	10"	115.00	\$203,550	\$141,450	\$	345,000
Turbine	10"	250.00	\$442,500	\$307,500	\$	750,000
Compound	12"	330.00	\$584,100	\$405,900	\$	990,000

POLICE DEPARTMENT

Accident Report	\$	6.00	Per report
CD of Report	\$	5.00	Per CD
Alarm panel monitoring subscription	\$	24.00	Per month
Applicant Fingerprinting Cards	\$	2.50	Per card
Dispatching fee for other jurisdiction - By contract as negotiated by City Manager and approved by City Council			
Fingerprinting Service	\$	10.00	Per set
Parade Permit	\$	25.00	
Police Report	\$	0.25	Per page
Police unit (vehicle)	\$	25.00	Per hour
Security fee for off-duty police officer (3 hrs/officer minimum)	\$38.00	\$42.00	Per hour

SOLID WASTE COLLECTION

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

Residential

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

Container Size:

Single 96 gallon cart	\$	11.92	Base Fee/month
Single 65 gallon cart	\$	10.26	Base Fee/month
Each additional cart	\$	3.87	Base Fee/month

Commercial

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

Container Size:

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

One X Per week pick up	\$	18.72	Base Fee/month
Two X s Per week pick up	\$	26.81	Base Fee/month
Three X s Per week pick up	\$	32.67	Base Fee/month
Four X s Per week pick up	\$	40.86	Base Fee/month
Five X s Per week pick up	\$	50.64	Base Fee/month

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

One X Per week pick up	\$	51.85	Base Fee/month
Two X s Per week pick up	\$	85.85	Base Fee/month
Three X s Per week pick up	\$	106.26	Base Fee/month

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

One X Per week pick up	\$	67.86	Base Fee/month
Two X s Per week pick up	\$	118.05	Base Fee/month
Three X s Per week pick up	\$	168.11	Base Fee/month
Four X s Per week pick up	\$	197.79	Base Fee/month
Five X s Per week pick up	\$	245.21	Base Fee/month

City of Taylor - Fee Schedule for City Services 2013-14

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

One X Per week pick up	\$	85.85	Base Fee/month
Two X s Per week pick up	\$	150.22	Base Fee/month
Three X s Per week pick up	\$	217.34	Base Fee/month
Four X s Per week pick up	\$	261.54	Base Fee/month
Five X s Per week pick up	\$	339.68	Base Fee/month

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

One X Per week pick up	\$	107.31	Base Fee/month
Two X s Per week pick up	\$	177.13	Base Fee/month
Three X s Per week pick up	\$	262.91	Base Fee/month
Four X s Per week pick up	\$	295.88	Base Fee/month
Five X s Per week pick up	\$	361.27	Base Fee/month

8 Cubic Yards (additional pick up is \$65):

One X Per week pick up	\$	130.57	Base Fee/month
Two X s Per week pick up	\$	216.40	Base Fee/month
Three X s Per week pick up	\$	304.03	Base Fee/month
Four X s Per week pick up	\$	374.34	Base Fee/month
Five X s Per week pick up	\$	472.40	Base Fee/month

10 Cubic Yards (additional pick up is \$75):

One X Per week pick up	\$	159.17	Base Fee/month
Two X s Per week pick up	\$	250.40	Base Fee/month
Three X s Per week pick up	\$	346.96	Base Fee/month
Four X s Per week pick up	\$	448.89	Base Fee/month
Five X s Per week pick up	\$	591.98	Base Fee/month

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

Delivery Charge:

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

20 yd Roll-Off	\$	125.00	Fee per delivery
30 yd Roll-Off	\$	125.00	Fee per delivery
40 yd Roll-Off	\$	125.00	Fee per delivery

Daily rental:

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

20 yd Roll-Off	\$	1.93	Rate/day
30 yd Roll-Off	\$	1.93	Rate/day
40 yd Roll-Off	\$	1.93	Rate/day

Haul cost:

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

20 yd Roll-Off	\$	384.61	Cost per haul
30 yd Roll-Off	\$	461.52	Cost per haul
40 yd Roll-Off	\$	538.45	Cost per haul

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

Delivery Charge	\$	71.86	Fee/delivery
Daily Rental	\$	4.31	Rate/day
Haul cost	\$	71.86	Cost per haul

Industrial Solid Waste Collection Services - collected by service provider

Spring and Fall cleanup

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

Assessments

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

Lien Fees

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

UTILITIES

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

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

City of Taylor - Fee Schedule for City Services 2013-14

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

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

Deposits for all multi-family dwelling accounts per connection.

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

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

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

Tap Fees

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

Backflow Prevention

Initial Permit	\$ 25.00
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Water Rates

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

Total Month Charges include monthly minimum charge + \$.01 per 1,000 gallons in excess of 2,000 gallon minimum per billing period.

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

Rates for all multi-family dwelling accounts per connection.

Total monthly charge includes monthly minimum plus \$.01 per 1,000 gallons in excess of 2,000 gallon minimum per billing period plus \$9.67 LUE charge per unit minus 1.

Meter Size	For the First 2,000 gallons in billing period	Monthly Minimum Charge
5/8" x 3/4"		\$ 24.54 + \$9.67 for each LUE
1"		\$ 33.79 + \$9.67 for each LUE
1½"		\$ 56.71 + \$9.67 for each LUE
2"		\$ 84.33 + \$9.67 for each LUE
3"		\$ 148.80 + \$9.67 for each LUE

City of Taylor - Fee Schedule for City Services 2013-14

4"	\$ 240.89 + \$9.67 for each LUE
6"	\$ 470.90 + \$9.67 for each LUE

<u>Bulk Water Rate</u>	\$ 5.00 per 1,000 gallons
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Sewer Rates

Rates for all Single Family Dwelling accounts per connection.

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

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

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

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

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

Additional Utility Service Fees:

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

Municipal Drainage Utility System

	Monthly Rate
Equivalent Residential Unit (ERU)	
Residential (includes multi-family) = 1 ERU/Unit	\$ 2.00 Per ERU
Non-residential= \$2.00 per 2,500 sq ft of impervious area	\$ 2.00 minimum fee



City Council Meeting October 24, 2013 Agenda Item Transmittal

Agenda Item #: 3
Agenda Title: Consider renewing the professional services agreement with Langford Community Management Services to administer the TDHCA HOME Grant Program.

Council Action to be taken: Consider approval by consent

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to renew, or recertify, the contract with Langford Community Management Services. Langford assists with the administration of the HOME Program on behalf of the City. The attached contract is available for consideration by the Council. The contract covers all of the required items to successfully administer the HOME Program.

The current contract expires on March 31, 2015. However, the State requires that the City undergo the RFP process to re-select, or recertify, the administrator. The new State requirements stipulate that the administrator selection process take place (approximately) every two years. The last time the City underwent the administrator selection process was in early 2011.

The RFP was advertised in August and the submittal date was August 20, 2013. Langford Community Management Services was the only company responded to the RFP. Advertisement included an ad in the Taylor Daily Press as well as contacting consultant firms directly. We contacted two other firms besides Langford.

Langford Community Management Services has worked with the City on numerous grant programs and has administered the HOME and the Amy Young Barrier Removal Program since 2008.

2. DESCRIPTION/ JUSTIFICATION

Since 2003, the City has administered HOME Program grants. Since that time, the City has built 12 homes through this program. The City currently has selected three additional homes.

The funds are federal and are disbursed from the US Housing and Urban Development (HUD) to the Texas Department of Housing and Community Affairs (TDHCA).

The City will continue to select home owners who earn less than 30% of area average median income whose homes are beyond repair. If this is not possible, homeowners in the 40% or less tier will be evaluated.

3. FINANCIAL/BUDGET

The contract includes a fee for up to \$9,000 per home. Langford Community Management is paid from HOME funds, as part of the administration portion of the grant as well as the City's portion of the local match.

4. TIMELINE CONSIDERATIONS

The current contract expires on March 31, 2015.

5. RECOMMENDATION

Staff recommends that the Council approve the Contract for Services with Langford Community Management Services for the administration of the HOME Program.

6. REFERENCE FILES

3a [Langford Management Contract](#)

3b [Response](#)

PROFESSIONAL MANAGEMENT CONTRACT

PART 1 – AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the City of [Taylor](#), hereinafter called the “Administrator”, acting herein by [Jim Dunaway, City Manager](#), hereunto duly authorized, and Langford Community Management Services hereinafter called the “Firm”, acting herein by Judy Langford, President.

WITNESSETH THAT:

WHEREAS the Administrator desires to continue to implement a HOME Homeowner Rehabilitation Assistance (HRA) Program Reservation System Participant (RSP) Agreement under the general direction of the Texas Department of Housing and Community Affairs HOME Program and:

WHEREAS the Administrator desires to continue to engage the Firm to render certain services in connection with its HRA RSP Agreement:

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services - Part II, Scope of Services, is hereby incorporated by reference into this Agreement.
2. Time of Performance – The services of the Firm shall commence on the date of execution of this contract. In any event, all of the services required and performed hereunder shall be completed no later than March 31, 2015.
3. Access to Information – It is agreed that all information, data, reports, records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to the Firm by the Administrator and its agencies. No charge will be made to the Firm for such information and the Administrator and its agencies will cooperate with the Firm in every way possible to facilitate the performance of the work described in the contract.
4. Compensation and Method of Payment – The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed 4% of the amount drawn on the RSP Agreement for the administration and shall not exceed \$9,000 in an additional soft cost management fee for each home. In addition, there will be reimbursable costs as described in the next paragraph. Payment to the Firm shall be based on satisfactory completion of work.

Costs that shall be reimbursable to Firm by Administrator over and above the \$9,000 soft cost management fee on each home are as follows: cost of land survey if applicable, appraisals if applicable, title search, title commitment policy if applicable,

and formal loan closing. These costs will be paid by the Firm but reimbursed to the Firm by Administrator over and above the \$9,000 soft cost management fee per home.

5. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Administrator and its agency members from and against them, and shall assume full responsibility for payments of federal, state and local taxes on contributions imposed or required under the Social Security, worker’s compensation and income tax laws.
6. Miscellaneous Provisions –
 - a. The Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in [Williamson](#) County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case where one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and in writing to be attached to and incorporated into this Agreement.
7. Terms and Conditions – This Agreement is subject to the provision titled, “Part IV – Terms and Conditions” and attached hereto and incorporated by reference herein.

IN WITNESSETH HEROF, the parties have hereunto set their hands

Name of Contract Administrator: City of [Taylor](#)

[Jim Dunaway, City Manager](#)

Date:_____

Name of Firm: Langford Community Management Services

Judy Langford, President

Date:_____

PART II – PROFESSIONAL MANAGEMENT SCOPE OF SERVICES

The Management Firm shall provide the following Scope of Services:

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to Administrator's personnel on implementation of project and regulatory matters
4. If requested, assist in the procurement of construction services through a sealed bid process, if applicable, and as required by the HOME Program regulations.
5. Furnish the Administrator with necessary forms and procedures as required to implement projects under the HOME contract.
6. Assist the Administrator in meeting all special condition requirements that may be stipulated in the contract between the Administrator and TDHCA.
7. Prepare and submit to TDHCA all documentation necessary for amending the HOME contract, as applicable
8. Conduct environmental clearance procedures as required.
9. Prepare and submit Project Set-up, Project Completion, HUB and other required reports.
10. Establish procedures to document expenditures associated with local administration of the project
11. Serve as liaison for the Administrator during any review or monitoring visit by staff representatives from either TDHCA or HUD.

B. Financial Management

1. Assist the Administrator in proving its ability to manage the grant funds to the state's audit division
2. Assist the Administrator in establishing and maintaining a Direct Deposit bank account and/or separate local bank account, journals and ledgers
3. Assist the Administrator in submitting the required Direct Deposit Authorization form, the Texas Application of Payee Identification Number, the Identification of Contract Administrator form and any other forms as required by TDHCA.
4. Prepare all fund drawdown on behalf of the administrator in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation
6. Provide general advice and technical assistance to Administrator's personnel regarding implementation of project and regulatory matters.
7. Assist the Administrator in establishing procedures to handle the use of any HOME program income.

C. Environmental Review

1. Perform environmental assessment procedures and prepare documentation as necessary
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment and/or documentation as necessary.

D. Owner Occupied Rehabilitation/Reconstruction Assistance – OCC

1. Prepare and submit local rehabilitation guidelines, policies and procedures and work write-ups for all projects to TDHCA for approval.
2. Develop affirmative marketing plan, outreach and necessary application processing/verification forms.
3. Screen applicants for program qualification
4. Screen homes for feasibility
5. Conduct lead-based paint assessment
6. Inform all applicants as to eligibility and prepare HOME contract for qualified applicants
7. Prepare work write-ups and cost estimates
8. If requested, assist homeowners in the procurement of contracted construction services
9. Conduct homeowner pre-construction conference and prepare documentation
10. Issue Notice to Proceed to construction contractor(s).
11. Ensure that all construction activities meet or exceed Texas Minimum Construction Standards.
12. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
13. Maintain client files following TDHCA requirements
14. Manage dispute resolution process as required.

E. Fair Housing / Equal Opportunity

1. Assist the Administrator in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Marketing Plan
4. Perform all Section 504 requirements and prepare documentation as necessary
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.

F. Audit / Close-Out Procedures

1. Prepare the final Project Completion Report, including Historically Underutilized Businesses (HUB) Report and Certificate of Contract Completion
2. Assist Administrator in resolving any review, monitoring and/or audit findings.
3. Assist Administrator in resolving any third party claims
4. Provide auditor with Home audit guidelines.

**PART III – PAYMENT FOR PROFESSIONAL ADMINISTRATIVE AND
MANAGEMENT SERVICES**

Administrator shall reimburse the FIRM for administrative and soft cost management services as provided for in its RSP Agreement with the Texas Department of Housing and Community Affairs.

PART IV – TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the Administrator shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the Administrator, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
 - a. Notwithstanding the above, the Firm shall not be relieved of liability to the Administrator for damages sustained by the Administrator by virtue of any breach of the Contract by the Firm, and the Administrator may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the Administrator from the Firm is determined.
2. Termination for Convenience of the Administrator. The Administrator may terminate this Contract at any time giving at least (10) days notice in writing to the Firm. If the Contract is terminated by the Administrator as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The Administrator may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the Administrator and the Firm, must be incorporated in written amendments to this Contract.

4. Personnel.

- a. The Firm represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Administrator.
- b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- c. None of the work or services covered by this Contract shall be subcontracted without prior written approval of the Administrator. Work/services subcontracted hereunder shall be specified by written contract/agreement and shall be subject to each provision of this Contract.

5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Administrator thereto: Provided, however, that claims for money by the Firm from the Administrator under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Administrator.

6. Reports and Information. The Firm, at such times and in such forms as the Administrator may require, shall furnish the Administrator such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. The Firm shall ensure that the Administrator maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. Administrator shall retain such records, and any supporting documentation, for the greater of three (3) years from closeout of the Contract or the period required by other applicable laws and regulations, if greater.

8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the Administrator.

9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.

10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the state and local governments, and the Firm shall make the Administrator harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex disability or familial status. The Firm will take affirmative marketing to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability or familial status. Such action shall include, but not be 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 for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability or familial status.
- c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.

12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R 235, and all applicable rules and orders to TDHCA issued hereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Firm will send to each labor organization or representative of workers with which she has a collective bargaining or other contract or understanding, if any, a notice

advising the said labor organization or worker's representatives of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d. The Firm will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of TDHCA issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

15. Section 503 Handicapped Affirmative Marketing for Handicapped Workers

- a. The Firm will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative marketing to employ, advance n employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The Firm agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the Firm's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- e. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Firm's obligation under the law to take affirmative marketing to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- f. The Firm will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative marketing to employ and advance in employment physically and mentally handicapped individuals.

- g. The contract will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Interest of Members of an Administrator. No member of the governing body of the administrator and no other officer, employee, or agent of the Administrator who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the Administrator and no other public official of Such Administrator, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that she presently has no interest and shall not acquire interest, direct or indirect, in the study or any parcels therein or any other interest which would conflict in any manner or degree with the performance of her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

LANGFORD COMMUNITY MANAGEMENT SERVICES

Proposal 2013 HOME Program

*Serving Texas
Cities and Counties*



LCMS, INC.

13740 Research Blvd.
Suite G1
Austin, Texas 78750

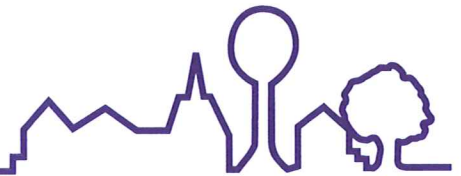
Phone: 512-452-0432
Fax: 512-452-5380
E-mail: judy@lcmsinc.com

City of Taylor

August 19, 2013

LANGFORD
COMMUNITY MANAGEMENT SERVICES





August 19, 2013

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

RE: Proposal to Administer the City's Texas HOME – Housing Rehabilitation Assistance Program awarded through the Texas Department of Housing and Community Affairs (TDHCA)

Dear Mr. Dunaway:

In response to your request for proposals for grant consultant services, we respectfully submit this letter followed by resumes of our key personnel, a list of current and past projects, and a list of references.

Our firm's grant consultant qualifications are extensive. Langford Community Management Services opened its doors as Bill Langford Associates in 1983. At that time the business was a sole-proprietorship owned by Bill Langford. We incorporated in 1998 as Langford Community Management Services, Inc. (LCMS) as a Women-Owned Business Enterprise. For the past twenty-nine years, we have worked with cities and counties to handle their grant writing and grant administration needs.

Our proposal to administer and manage Taylor's HOME grant program covers all aspects of the project. The following information describes by category the type of administration we provide:

- **Financial Management:** Our firm maintains a financial management journal that documents vouchers, receipt of funds, local match expenditures, and payments to contractors. Financial advice is always available from our company to the locality. Upon request, we will also provide additional financial reports to the governing body
- **Record-keeping Requirements:** Upon award of grant funds, we will set up a complete filing system for the City. A duplicate set will be maintained in our office in Austin. We will prepare and submit all required documents on a timely basis.

- **Environmental Clearance Procedures:** Our firm completes the environmental assessment and ensures all clearance procedures are met. This includes lead-based paint clearance if necessary.
- **Client Identification, Intake, and Qualification for Assistance:** We will prepare all application forms and procedures, conduct all intake interviews, and verify application and income information. We will rank applicants based on objective criteria approved by the locality's governing body.
- **Affirmative Marketing, Fair Housing, Equal Employment Opportunity, Section 504, and Labor Standards Requirements:** Our assistance will be provided to the City throughout the project to ensure compliance with all these areas of federal regulation. All necessary paperwork will be generated by our office and submitted to TDHCA on a timely basis.
- **Bid/Contract Award Process:** Our company will provide architect-sealed house plans and outline specifications for the project. Our staff will handle preparation of the invitation for bid, the bidding process, and will assist the City with the award of the construction contract.
- **Construction Monitoring:** Our office will oversee all aspects of the construction and/or rehabilitation of the homes and will monitor all project activity during construction. Appropriate forms will be submitted to TDHCA as necessary.
- **Contract Close-out:** Our assistance to the City includes preparation of the final completion reports. We are also available to work with your auditor until the final financial and programmatic examinations are completed. We will continue to work with the City after the construction is complete to make sure that program rules and regulations are satisfied.

As the Housing Service Provider, we will manage the contract with each home owner including a project specific environmental review, set-up record keeping for each unit, assist with the bidding and contracting for each unit, prepare necessary program forms, oversee construction and the contractor payments, prepare work write-ups, specifications and cost estimates for each home, and inspect and assess units for lead-based paint.

The City has an agreement as a Reservation System Participant with the HOME Program through TDHCA. Our proposed cost of services for grant management of your HOME Program is a 4% administration fee (based on hard costs drawn from TDHCA) in addition to a fee not to exceed \$9,000 for each housing unit to cover soft costs such as work write-ups and overall construction management. Both of these costs are allowed under TDHCA rules and are covered by the funding TDHCA will provide.

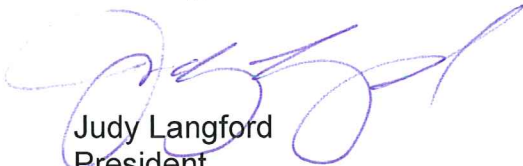
The City of Taylor is to be commended for its interest in helping its citizens. HOME Grant Projects can be very beneficial to the City and its residents provided the projects are properly administered and completed.

Our offices are located at 13740 Research Blvd., Suite G-1, Austin, Texas 78750. All employees work out of this office and can be reached at the same phone and fax numbers: 512-452-0432, fax 512-452-5380. The following is a list of email addresses for the employees that would work on this project:

Judy Langford	judy@lcmsinc.com
Margaret Hardin	margaret@lcmsinc.com
Karen Rego	karen@lcmsinc.com
Annette Bargainer	annette@lcmsinc.com

Thank you for the opportunity to submit this proposal. If we can provide you with any additional information, please do not hesitate to ask.

Sincerely,



Judy Langford
President

MANAGEMENT CONSULTING AND GRANT ADMINISTRATION

LIST OF REFERENCES

Cities and Counties

Atascosa County	Diana Bautista, County Judge 830/769-3093
City of Bandera	Mike Cardenas, City Administrator 830/796-3765
City of Bartlett	Chris Hill, City Administrator 254/527-3219
City of Bastrop	Mike Talbot, City Manager 512/321-3941
Bastrop County	John Klaus, County Commissioner 512/303-6800
Bee County	Blandina Costley, County Auditor 361/362-3200
City of Bertram	Evan Milliorn, City Secretary 512/355-2197
City of Blanco	Bobbie Mowery, City Secretary 830/833-4525
City of Buda	Kenneth Williams, City Manager 512/312-0084
City of Cedar Park	Curt Randa, Parks & Rec. Director 512/258-4121
City of Charlotte	Norma Zuniga, City Secretary 830/277-1414
City of Christine	Odel Vasquez, Mayor 830/784-3320
City of Cisco	Jim Baker, City Manager 254/442-2111

City of Elgin	Amy Miller, Community Development 512/285-5721
City of Falls City	Lauren Sturm, City Secretary 830/254-3242
Fayette County	Edward Janecka, County Judge 979/968-6469
City of Fayetteville	Ronnie Pflughaupt, Mayor 979/378-2559
City of Flatonia	Melissa Brunner, City Secretary 361/865-3548
City of Florence	Amy Crane, City Secretary 254/793-2490
City of Gatesville	Roger Mumby, City Manager 254/865-8951
City of Georgetown	Laurie Brewer, Finance Director 512/930-8462
City of Giddings	Clifton Wachsmann, Finance Director 979/540-2710
City of Hallettsville	Tom Donnelly, City Administrator 361/798-3681
City of Harker Heights	Steve Carpenter, City Manager 254/699-2301 Jerry Bark, Parks & Rec. Director 254/690-3444
Hays County	Jeff Hauff, Grants Coordinator 512/393-2211
City of Hondo	Tim Fousse, Public Works Director 830/426-3378
Karnes County	Barbara Shaw, County Judge 830/780-3732

City of Kyle	Kerry Urbanowicz, Parks and Rec. Director 512/262-1010
City of La Coste	George Salzman, City Administrator 830/985-9494
City of La Feria	Sunny Philip, City Manager 956/797-2261
City of La Grange	Shawn Raborn, City Manager 979/968-5805
City of Lampasas	Stacy Brack, Assistant City Manager 512/556-6831
Live Oak County	Jim Huff, County Judge 361/449-2733
City of Marble Falls	Ralph Hendricks, City Manager 830/693-3615
City of Martindale	Nancy Hempel, City Secretary 512/357-2739
City of Moody	Charleen Dowell, City Administrator 254/853-2314
McMullen County	James Teal, County Judge 361/274-3341
City of Nolanville	Stephen Pearl, City Manager 254/698-6335
City of New Braunfels	Shannon Mattingly, Planning Director 830/221-4050
City of Robinson	Bob Cervenka, City Manager 254/662-1415
City of Rockdale	Kelvin Knauf, City Manager 512/446-2511

City of Runge	Esmeralda Castro, City Secretary 830/239-4121
City of San Marcos	Rodney Cobb, Parks and Rec. Director 512/393-8147 Janis Hendrix, CDBG Program Admin. 512/393-8147
City of Smithville	Tex Middlebrook, City Manager 512/237-3282
City of Taylor	Jim Dunaway, City Manager 512/352-3675
City of Thrall	Troy Marx, Mayor 512/898-5306
City of Weimar	Randal Jones, City Manager 979/725-8554
Williamson County	Kathy Grimes, Executive Assistant, Pct. 2 512/260-4280
City of Wimberley	Don Ferguson, City Administrator 512/847-0025

COUNCIL OF GOVERNMENTS

Alamo Area Region

Joe Ramos, Government Services
Manager
210/225-5201

Capital Area Region

Betty Voights, Executive Director
512/916-6008

Central Texas Region

Beth Correa, Community Development
254/939-1801

Coastal Bend Region

John Buckner, Executive Director
361/883-5743

STATE AGENCIES

Texas Department of
Housing and Community Affairs

Jeannie Arellano, HOME Program
512/463-6164

Texas Parks & Wildlife
Department

Tim Hogsett, Director
Recreation Grants Program
512/912-7124

Texas Department of
Economic Development

Brenda Clear, Enterprise Zone
Program Specialist
512/320-9452

Texas Department of
Agriculture

Rick Rhodes, Capital Fund Program
512/463-7476

Previous HOME Program Projects Completed

City of Cisco

City of Devine

City of Flatonia

City of Florence

City of Hallettsville

City of La Grange

City of Marble Falls

City of Moody

City of Rockdale

City of Smithville

City of Taylor

City of Thrall

City of Yoakum

The Ellis Household - After the HOME Program



BEFORE PHOTOS - The Ellis Household



JUDY LANGFORD

President

PROFESSIONAL EXPERIENCE

Management Consultant, Langford Community Management Services, Austin, Texas

June 1991 to present: Co-owner of Langford Community Management Services, Inc.

Write, review and administer competitive grants on behalf of rural cities and counties throughout the State of Texas. Responsible for the correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the following agencies: Texas Department of Rural Affairs, Texas Department of Rural Affairs – Disaster Recovery Division; Texas Department of Agriculture; Texas Parks & Wildlife Department; Texas Historical Commission; Texas Department of Economic Development; Texas Department of Transportation; Neighborhood Stabilization Program; U.S. Department of Energy – Energy Efficiency and Conservation Block Grant Program; State Energy Conservation Office; U.S. Department of Labor; U.S. Department of Justice, Texas Department of Economic Development; Texas Department of Emergency Management; Federal Emergency Management Agency; U.S. Department of Housing and Urban Development – Economic Development Initiative as well as private entities such as HNTB. Oversee financial management, monitor construction and engineering activities for grantees. Oversee and process certified payrolls for community projects. Responsible for the environmental clearance of projects to include the submission and maintenance of the Environmental Review Record for projects as needed. Conduct public hearings for grant programs at city council and commissioner's court meetings as needed. Insure communities we represent comply with applicable State & Federal rules and regulations from application through administration. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs. Collaborate with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

Quality Assurance Coordinator, Kerrville State Hospital, Kerrville, Texas

August 1988 to May 1991: Developed and administered Quality Assurance Program for a 16 county catchment area of the Kerrville State Hospital with eight community based mental health centers.

EDUCATION

Bachelor's Degree, The University of Texas at Austin

WORKSHOPS and TRAININGS

Texas Department of Rural Affairs Grant Application and Implementation Workshops
Texas Department of Rural Affairs Disaster Recovery Program Training
Texas Department of Transportation Grant Workshops
Texas Safe Routes to School Grant Administration Workshops
Texas Department of Housing and Community Affairs Grant Administration Workshops
Texas Municipal League Annual Conference

CERTIFICATIONS

Texas Engineering Extension Service - Texas Department of Transportation LGPP Qualified

MARGARET J. HARDIN

Vice-President/Secretary-Treasurer

PROFESSIONAL EXPERIENCE

Management Consultant, Langford Community Management Services, Austin, Texas

November 1995 to current: Co-owner of Langford Community Management Services, Inc.

Write, review and administer competitive grants on behalf of rural cities and counties throughout the State of Texas. Responsible for the correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the following agencies: Texas Department of Rural Affairs, Texas Department of Rural Affairs – Disaster Recovery Division; Texas Department of Agriculture; Texas Parks & Wildlife Department; Texas Historical Commission; and Texas Department of Transportation. Oversee financial management, monitor construction and engineering activities for grantees. Oversee and process certified payrolls for community projects. Responsible for the environmental clearance of projects to include the submission and maintenance of the Environmental Review Record for projects as needed. Conduct public hearings for grant programs at city council and commissioner's court meetings as needed. Insure communities we represent comply with applicable State & Federal rules and regulations from application through administration. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs. Collaborate with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

Assistant City Manager/City Secretary, Llano, Texas.

April 1990 to August 1995: Monitored daily operations of the city which included electric, water and sewer utilities, sanitation, parks, cemetery, streets, airport, and police. Responsible for budget preparation and financial management. Personnel director for a staff of approximately 40 employees. Conducted municipal elections, prepared council minutes, agendas, ordinances, resolutions and other governmental documents.

Secretary/Treasurer, Lutie Watkins Memorial United Methodist Church, Llano, Texas

April 1987 to April 1990: Managed day to day activities of church office and performed secretarial duties under the direct supervision of the pastor. Responsible for all financial records and reports to executive committee of the church. Assisted all church committees as requested. Wrote monthly newsletter.

Secretary/Clerk, Virdell Drilling Inc., Llano, Texas

May 1987 to April 1990: Prepared water well logs, estimates for wells and pump installations, and invoices. Input of accounts receivable, accounts payable, payroll, and inventory. Responsible for front office duties and information files.

Llano County Treasurer, Llano, Texas

January 1983 to December 1986: Managed all funds of the county, prepared annual budget, submitted all financial reports to applicable County officials and State agencies. Established financial management system to assist departments with budget compliance. Payroll and benefits officer for 100+ employees. Examined and audited all fee offices of the County. Attended Commissioners' Court meetings. Certified County Treasurer. January '83 through December '86.

Secretary, Llano County Extension Service, Llano, Texas

November 1980 to January 1983: Performed front office duties for county agricultural and home economics agents. Worked closely with 4-H clubs, Extension Homemakers organizations and landowners. Distributed pertinent information to county citizens.

Full-Charge Bookkeeper, Learning Concepts, Inc., Austin, Texas

August 1977 to August 1980: Responsible for financial record keeping. Supervised accounts payable, payroll, and daily reports. Prepared and submitted all tax reports and deposits. Assisted president and

controller with cash flow and communications with creditors. Performed front office duties as needed.

Bookkeeping Assistant, Ed Flood Oil Company, Amarillo, Texas

January 1977 to July 1977: Assisted office manager/bookkeeper in preparation of daily records. Responsible for sales of fuel and automobile supplies. Scheduled fuel delivery to full-service stations. Performed front office duties.

City Secretary/Treasurer, Groom, Texas.

January 1975 to December 1976: Monitored daily operations of city which included water and sewer utilities, and garbage collection. Responsible for financial management and maintenance of books and records. Performed tax assessor/collector duties. Prepared council agendas, minutes, ordinances and other governmental documents for three-man city commission.

Assistant Clerk, Groom, Texas

Assisted City Secretary – Groom, Texas

June 1973 to January 1974: part-time basis. Handled water utilities and phones. Assisted with tax roll.

EDUCATION

Austin Community College; 1978-1979

Clarendon Junior College; 1971

WORKSHOPS and TRAININGS

Texas Department of Rural Affairs Grant Application and Implementation Workshops

Texas Department of Housing and Community Affairs Grant Workshops

Texas Department of Transportation Grant Workshops

Texas Safe Routes to School Grant Administration Workshops

Texas Engineering Extension Service City Managers Problems Clinic

Texas Municipal League Annual Conference

Texas County Treasurers' Association Annual Conference

CERTIFICATIONS

Texas Engineering Extension Service - Texas Department of Transportation LGPP Qualified

Texas County Treasurers' Certification

ANNETTE BARGAINER

Management Consultant

PROFESSIONAL EXPERIENCE

Management Consultant, Langford Community Management Services, Austin, Texas

January 2009 to present: Write, review and administer competitive grants on behalf of rural cities and counties throughout the State of Texas. Work closely with grant program staff and interact with various federal and state agencies including but not limited to: Texas Parks & Wildlife Department, Texas Department of Transportation, and Neighborhood Stabilization Program. Responsible for the correspondence and submission of grant program applications to the appropriate federal and/or state agency. Oversee and process certified payrolls for community projects. Oversee financial management, monitor construction and engineering activities for grantees. Conduct public hearings for grant programs at city council and commissioner's court meetings as needed. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Collaborate with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

Executive Director, Georgetown ISD Education Foundation, Georgetown, Texas

March 2007 to December 2008: Executive Director of new foundation to secure funding for school projects and programs not supported by the general operating budget of the district. Composed, edited and managed design process of marketing and public information pieces including brochure, event programs and press releases. Secured private, foundation and corporate donations.

Environmental Project Manager, Williamson County, Texas

May 2001 to March 2007: Managed the Williamson County Conservation Foundation including budgeting and examining expenditures of the Foundation, planned, attended and documented board meetings. Administered grants, coordinated with volunteers, outside consultants, and the public regarding the Foundation. Developed and supervised Williamson County's AirCheck Texas Repair and Replacement Assistance Program to provide low-income residents of Williamson County financial assistance to repair vehicles that failed the annual emissions inspection test.

EDUCATION

Bachelor of Journalism, The University of Texas at Austin

WORKSHOPS and TRAININGS

Texas Department of Rural Affairs Implementation Workshops
Texas Department of Transportation Grant Workshops
Texas Safe Routes to School Grant Workshops
Texas Municipal League Annual Conference

CERTIFICATIONS

Texas Engineering Extension Service - Texas Department of Transportation LGPP Qualified

KAREN REGO

Management Consultant

PROFESSIONAL EXPERIENCE

Management Consultant, Langford Community Management Services, Austin, Texas

November 2012 to present: Write, review and administer competitive grants on behalf of rural cities and counties throughout the State of Texas. Responsible for the correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the following agencies: Texas Department of Housing and Community Affairs – HOME Program and Housing Trust Fund; and Texas Historical Commission. Oversee financial management, monitor construction and engineering activities for grantees. Oversee and process certified payrolls for community projects. Conduct public hearings for grant programs at city council and commissioner's court meetings as needed. Insure communities we represent comply with applicable State & Federal rules and regulations from application through administration. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs. Collaborate with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

President, CWKR Venture Corporation, (d.b.a. Headshots Photography)

1987-2010: Photography Concession within Macy's Department Store located in Hawaii. Created a new industry in photography by combining professional makeup application, styling techniques and contemporary photography ideas within a mall atmosphere using an assembly line process. Achieved business profitability within one month of start up. Implemented strategies to achieve sales exceeding \$900,000 for first location. Secured \$500,000.00 in investment capital to expand growth. Continued to grow by way of opening more company owned locations while developing franchise strategy. Merged retail business with a full-scale department store. Negotiated and secured a relationship with Liberty House Department stores (now known as Macy's) to operate a Headshots photography studio within the junior clothes department in the Macy's store in Aiea Hawaii. Identified strategies resulting in profitability since 1988. Scaled local business model to national level, with revenue growth of 800% in four years.

President. LowCarb Success, Austin, Texas

2001 to 2004: Created a business plan for production of food manufacturing and implemented business plan. Achieved a sales base from 0 to over 4 million yearly sales within a 3 year period of time. Created line extensions to existing products. Added in the graphic look and the branding of the products. Organized national trade shows for the purpose of obtaining new distribution centers.

Talent Coordinator, Performer, Honolulu Hawaii

1985 to 1990: Responsible for managing talent and negotiating client contracts. Make-up artist. Nightly Entertainer at the Sheraton Waikiki

EXPERTISE

Management and Training, Independent Sales, Financial Administration, Site Planning, Franchise Setup and Sales, Vendor Coordination, Marketing and Entertainer.

WORKSHOPS and TRAININGS

Texas Department of Housing and Community Affairs Grant Workshops

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1742804904700
File/Vendor Number:	059528
Approval Date:	28-JAN-2013
Scheduled Expiration Date:	28-JAN-2017

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

LANGFORD COMMUNITY MANAGEMENT SERVICES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 01-FEB-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmbi/cmbihub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512- 463-5872.

Rev. 09/12



***City Council Meeting
October 24th 2013
Agenda Item Transmittal***

Agenda Item #: 4
Agenda Title: Proclamation: Arbor Day is November 2, 2013
Council Action to be taken: Mayor presents proclamation
Initiating Department: Parks and Recreation
Staff Contact: Mike De Vito, Recreation Superintendent

1. INTRODUCTION/PURPOSE

To proclaim November 2, 2013, as Arbor Day.

2. DESCRIPTION/ JUSTIFICATION

This proclamation satisfies additional requirements for the Tree City USA program.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

This year's Arbor Day activities will be held on Saturday, November 2nd, in accordance with this proclamation.

5. RECOMMENDATION

Staff requests the Mayor to present this proclamation.

6. REFERENCE FILES

4a. [Proclamation](#)

Proclamation

Arbor Day

Whereas, Arbor Day was first observed in 1872 with the planting of more than a million trees in Nebraska and is now observed throughout the nation and the world; and

Whereas, the State of Texas has proclaimed Arbor Day as the first Friday in November of each year; and

Whereas, we, the City of Taylor, in accordance with the State of Texas and the Arbor Day Foundation, wish to beautify our community through the planting of trees; and

Whereas, by planting trees in our parks and community, we enhance the beauty, health and quality of life of our residents and of our community as a whole;

Now, therefore, as Mayor of the City of Taylor, I do hereby proclaim November 2nd 2013 as

Arbor Day

in the City of Taylor, Texas as a way to celebrate and support the protection of our trees.

Proclaimed this 24th day of October, 2013.

Jesse Ancira Jr., Mayor



***City Council Meeting
October 24, 2013
Agenda Item Transmittal***

Agenda Item #: 5
Agenda Title: Proclamation: Veterans Day is November 11, 2013
Council Action to be taken: Mayor to present
Initiating Department: City Administration
Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

This proclamation recognizes November 11th as Veterans Day.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

5a. [Proclamation](#)

PROCLAMATION

Whereas, November 11 is known as Veterans Day when we have the opportunity to extend our appreciation to all American veterans; and

Whereas, millions of men and women have served in our military branches performing countless acts of bravery, serving with honor and making sacrifices for all of us; and

Whereas, Veterans Day is a time to remember these heroes and to honor the memories of those who lost their lives; and

Whereas, Veterans Day is also a time to thank all of the men and women of our armed forces who continue to fight for freedom throughout the world today. Their service reminds each of us to celebrate the many liberties we enjoy today. Let us honor the heroes we have lost and dedicate ourselves to support the next generation of veterans as they return home from duty.

NOW, therefore, as the Mayor of the City of Taylor, I do hereby honor our veterans and proclaim November 11, 2013 as

Veterans Day
in
Taylor, Texas

Proclaimed this 24th day of October, 2013.

Jesse Ancira, Jr., Mayor



City Council Meeting October 24, 2013 Agenda Item Transmittal

Agenda Item #: 6

Agenda Title: Proclamation: Recognizing November 4-8, 2013 as Municipal Courts Week.

Council Action to be taken: Mayor will present proclamation.

Initiating Department: City Administration

Staff Contact: Esther Walton, Assistant to the City Manager

1. INTRODUCTION/PURPOSE

To recognize the important role municipal courts play in helping maintain and improve the quality of life of a community.

2. DESCRIPTION/ JUSTIFICATION

The Texas Municipal Courts Education Center encourages communities to celebrate Municipal Courts Week by recognizing the value of their judges, court support personnel and prosecutors and the work that they do.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

Municipal Court Week is November 4-8, 2013.

5. RECOMMENDATION

Present proclamation.

6. REFERENCE FILES

6a. [Proclamation](#)

PROCLAMATION

Municipal Court Week November 4-8, 2013

Whereas, the Municipal Court of Taylor has existed since 1914; and

Whereas, Municipal Judges and court personnel have pledged to be impartial, rendering equal service to all, and conform to the standards set by the Canons of Judicial Conduct; and

Whereas, the Municipal Court serves as the local justice center for the enforcement of local ordinances that protect the peace and dignity of our community; and

Now, therefore, as Mayor of the City of Taylor, I do hereby proclaim the week of November 4-8, 2013, as

Municipal Court Week

and extend our appreciation to the City of Taylor Municipal Judge and court support staff for the services they perform.

Proclaimed this, the 24th day of October, 2013.

Jesse Ancira, Jr., Mayor



City Council Meeting October 24, 2013 Agenda Item Transmittal

Agenda Item #: 7

Agenda Title: Conduct a Public Hearing and consider introducing Ordinance 2013-21 regarding a request from Humberto Suarez, property owner is Tapimata LLC, to rezone property in the vicinity of 1202-1204 Welch Street, also described as 12.44 acres out of the James C. Eaves Survey Abstract No. 214 and the William R. Williams Survey, Abstract No. 665, City of Taylor Williamson County, Texas from R1 (Single Family) to M1 (Light Industrial) and also a request for a Specific Use Permit in the M-1 District for a Rodeo.

Council Action: Conduct Public Hearing, introduce Ordinance 2013-22 and consider a SUP for a Rodeo.

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director, Planning and Development Department

1. INTRODUCTION/PURPOSE

The purpose of this item is for the City Council to conduct a public hearing and consider introducing Ordinance 2013-21 to rezone property in the vicinity of 1202-1402 Welch Street from R-1 to M-1 and with a Specific Use Permit for a Rodeo.

The application relates to the southern portion of the property, which is zoned R1 or Single Family Detached. This area is south of the area with the pavilion.

Analysis.

Rezoning the property to M1, Light Industrial, is acceptable in this case since the property surrounding it is zoned either Light or Heavy Industrial. The property was designated “public” or “institutional” prior to its sale to the private sector. This Future Land Use designation is most likely outdated.

During the Planning and Zoning Commission meeting, there was little opposition to the application. The warden from T. Don Hutto did appear before the Commission but did not explain why her company, Correction Corporation of America (CCA), was in opposition to the request.

After the Commission meeting, CCA as well as representatives from the Federal Government, did meet with City Staff and expressed their concerns about the application. Mr. Wiggins' email is attached, who represents CCA. CCA did request additional information from the applicant, such as a traffic and noise study. Although not required during zoning, the request is not unreasonable from a planning perspective, and could be required at some time during the time the applicant applies for a specific use permit, if the requirement is approved in the accompanying text amendment to the Zoning Ordinance (Outdoor Music Venues).

Please note that if 20 percent or more of the land owners within a 200-foot radius of the subject property protest the rezoning, affirmative votes of at least $\frac{3}{4}$ of the Council is required to approve the change. CCA owns 33% of the area within the 200 foot radius.

Should the Council decide that CCA's concerns need to be addressed, several options are available:

1. Require the applicant to perform the studies at this time prior to any action by the Council, or
2. Send the case back to the Planning Commission for technical evaluation and analysis for a new recommendation based on the additional information that would be provided by the applicant.

For SUP's, the Zoning Ordinance requires a $\frac{3}{4}$ vote of the Council to approve.

2. DESCRIPTION/ JUSTIFICATION

Location of the Property

1202/1402 Welch Street

Property Owner and Applicant

Tapimata LLC property owner; Humberto Suarez, applicant

Applicant's intentions for the property (development objective)

Rodeo

Existing Zoning

R-1

Proposed Zoning

M-1 with a Specific Use Permit for a Rodeo

Future Land Use Map

Public

Current Use of Property

Special Events

Zoning of Surrounding Property

North: M-1

East: M-1

South: R-1

West: R-3

Land Use of Surrounding Property

North: Pavilion

South: Creek

East: Detention Facility operated by CCA

West: Vacant

Right of Way Issues

None

Platting Information

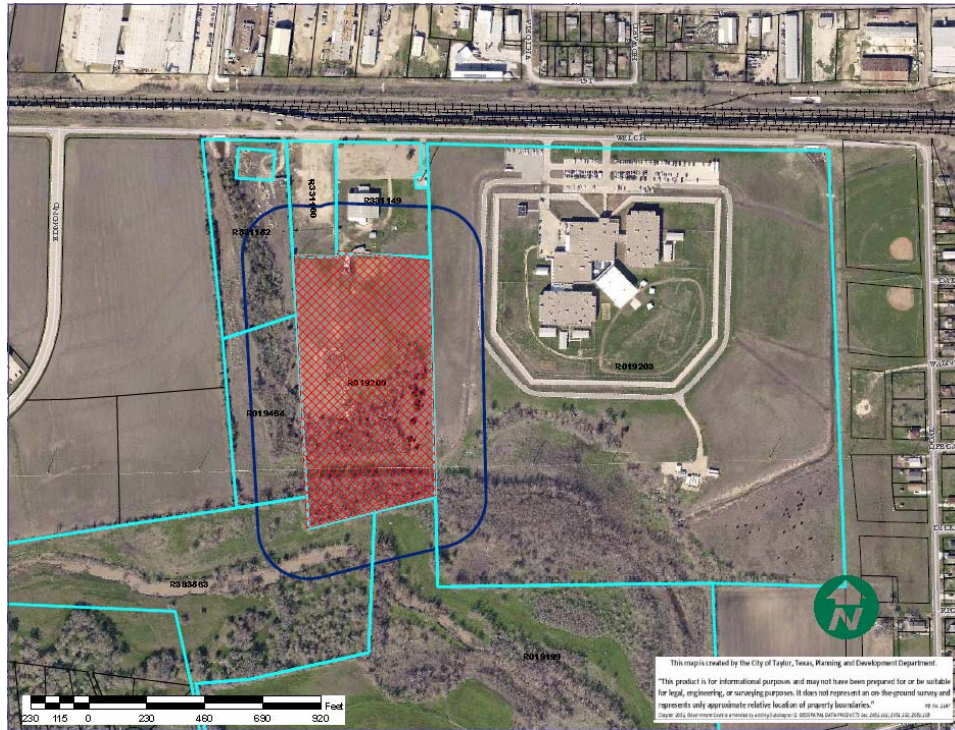
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Other Information

View of Rodeo Area:



Aerial Photo:



3. FINANCIAL/BUDGET

4. RECOMMENDATION

The Planning and Zoning Commission recommended approval of Ordinance 2013-21 following their public hearing on the September 10, 2013 with the following conditions:

- A. Operating hours for a Rodeo shall be from 4 p.m. to 2 a.m. Friday, 10 a.m. to 2:00 a.m. Saturday, and 10 a.m. to 11 p.m. Sunday.
- B. The Taylor Police and Fire Departments shall be notified 48 hours in advance of a scheduled Rodeo at this location.
- C. A non dust-producing surface for parking (asphalt or similar surface) shall be provided in accordance with the Zoning Ordinance.

Discussion:

Mr. Brad Wiggins representing Corrections Corporation of America (CCA) which owns the property immediately east of the subject property expressed a number of concerns with this application, and a copy of his concerns is attached as “7b CCA Concerns”. As a representative of CCA he is formerly in opposition to the application.

5. TIME LINE CONSIDERATIONS

6. REFERENCE FILES (Attachments)

- 7a. [Ordinance 2013-21](#)
- 7b. [CCA Concerns](#)

**DRAFT
ORDINANCE NO. 2013-21**

AN ORDINANCE REZONING PROPERTY FROM R-1 TO M-1 AND INCLUDING A SPECIFIC USE PERMIT FOR A RODEO, INCLUDING CODITIONS, AND INCLUDING AN EXPIRATION DATE FOR PROPERTY LOCATED AT 1202-1402 WELCH STREET; AND PROVIDING A SAVINGS CLAUSE.

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

WHEREAS, Humberto Suarez, Applicant, and Tapimata LLC, property owner, has requested a Rezone from R-1 to M-1 and a Specific Use Permit to allow a Rodeo at 1202 Welch Street. That after a public hearing held by the Planning and Zoning Commission on September 10, 2013, the Planning and Zoning Commission voted to recommend a Rezone from R-1 to M-1 and a Specific Use Permit to allow a Rodeo on said property more accurately described on "Exhibit A" and shown as "Exhibit B" with certain conditions for the Specific Use Permit stated below.

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

- 1.0** That after public hearing held on October 24, 2013, before the City Council of the City of Taylor for the purpose of considering an application submitted by Humberto Suarez to allow a Rodeo on property located at 1202 - 1402 Welch Street, a Rezone from R-1 to M-1 and a Specific Use Permit is hereby granted to Humberto Suarez to the property described, with conditions as stated below.
- 2.0** The Specific Use Permit is approved with the following conditions:
 - A. Operating hours for a Rodeo shall be from 4 p.m. to 2 a.m. Friday, 10 a.m. to 2:00 a.m. Saturday, and 10 a.m. to 11 p.m. Sunday.
 - B. The Taylor Police and Fire Departments shall be notified 48 hours in advance of a scheduled Rodeo at this location.
 - C. A non dust-producing surface for parking (asphalt or similar surface) shall be provided in accordance with the Zoning Ordinance.
- 3.0** 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.

4.0 The term of this Specific Use Permit shall be no longer than ten (10) years from the date of its adoption

5.0 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

6.0 In accordance with Article 8, of the City Charter, Ordinance No. 2013-21 was introduced before the City Council on the 26th day of September, 2013.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2013.

Jesse Ancira Jr., Mayor

ATTEST:

Susan Brock, City Clerk

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. 2013-21, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2013, 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 _____, 2013.

Susan Brock
City Clerk

EXHIBIT A

Legal Description for Tapimata LLC 1202 -1402 Welch

A tract or parcel of land containing 12.44 acres out of a called 16.162 acre tract in the James C. Eaves Survey, Abstract No. 214 and the William R. Williams Survey, Abstract No. 665, City of Taylor, Williamson County, Texas, being more particularly described by metes and bounds as follows:

Beginning at a point 400 feet south of a 5/8 inch iron rod marking the northeast corner of the 16.162 acre tract, being south 05° 15' 00" east 1008.52 feet;

Thence south 72° 51' 33" west for a distance of 519.21 feet;

Thence north 7° 14' 58" west for a distance of 708.09 feet;

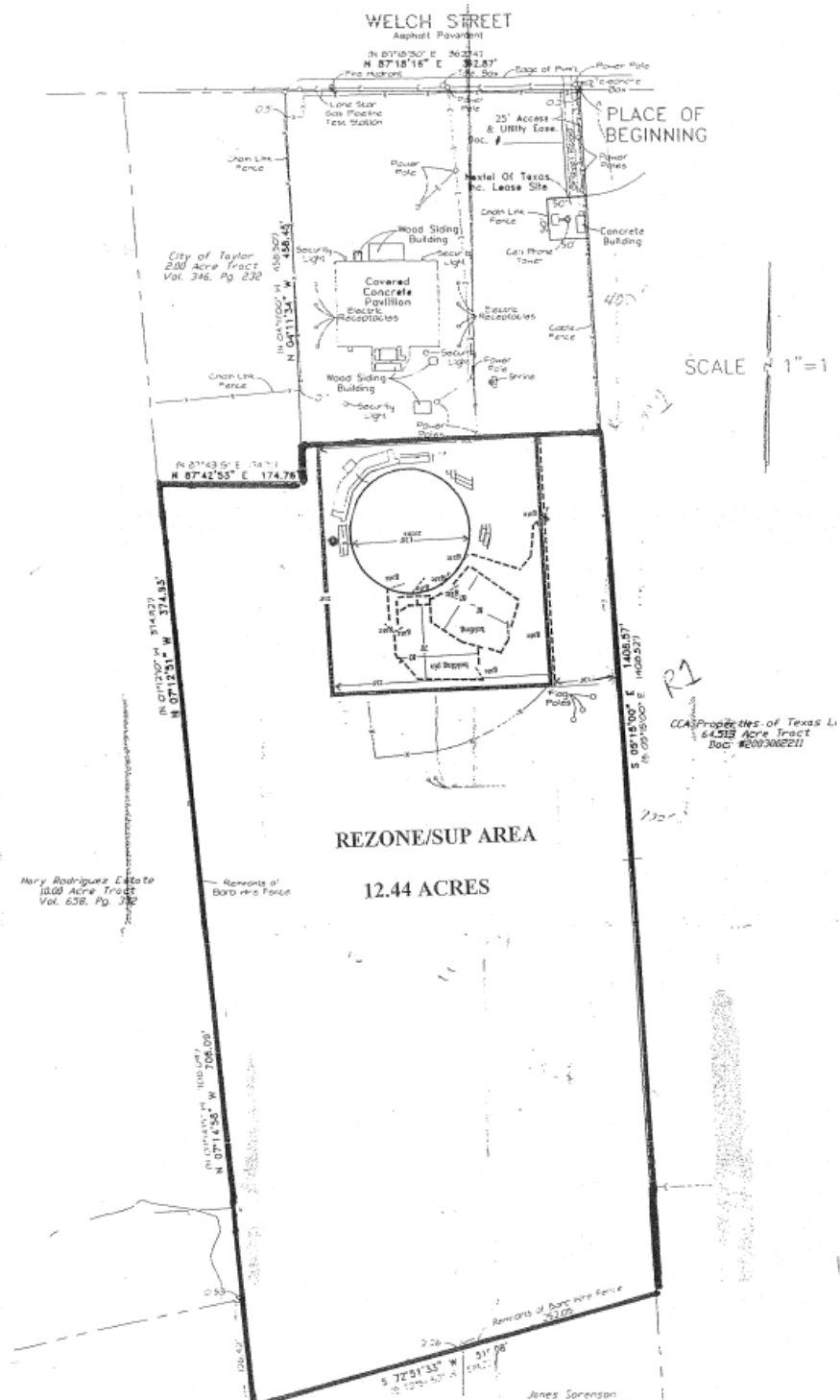
Thence north 7° 12' 51" west for a distance of 374.92 feet;

Thence north 87° 42' 53" east for a distance of 174.76 feet;

Thence north 4° 11' 34" west for a distance of 58.45 feet;

Thence north 87° 18' 16" east for a distance of 362.14 feet to the place of beginning and containing 12.44 acres.

EXHIBIT B



From: Wiggins, Brad [<mailto:Brad.Wiggins@cca.com>]
Sent: Friday, September 27, 2013 3:44 PM
To: Bob Vantil
Cc: Jeff Straub; Ariola, Marcelo; Killian, Janice
Subject: Rodeo Arena

Bob,

In advance of our meeting [Monday, September 30 at 2:00 pm](#), I wanted to state our continuing concern with the proposed rodeo arena and concert venue that is being proposed adjacent to our T. Don Hutton facility.

I will be accompanied at our upcoming meeting by Janice Killian, warden of the facility, and possibly a representative of Immigration and Customs Enforcement, both of which held a meeting last week with Williamson County in which our concerns about this matter was discussed.

Our issues include, but are not limited to:

Traffic - We must have unimpeded access to the facility 24/7 by emergency response vehicles. Consequently, to provide for a plan of action to address traffic impacts, a traffic impact study should be undertaken.

Noise - Our facility is an institutional use, and as such, noise decibel levels from adjacent properties should not exceed dba requirements as defined in City Ordinances for the corresponding land use types. To accurately assess the noise levels, a noise decibel level study must be undertaken.

Proximity of the facility to our boundary line - We have not seen a site plan nor has there been a full explanation of how the facility is proposed to operate. Use of alcohol by patrons and the proximity to our facility is of major concern. We need a full explanation of how the operators will provide security during events. We also want an opportunity to review the proposed site plan to include setbacks from the property line, screening for site and sound separation, and landscaping plans. Security issues are paramount to us and this includes trespassing and introduction of contraband, among others, and how these impacts will affect our operations.

We appreciate this opportunity to express our continued concerns about these proposed actions by the applicant, and feel strongly that until the above issues are addressed and studied, it is premature to make a decision about the application. We request input as to conditions of approval at a minimum, and even then, reserve our right to oppose approval of this application.

We thank you for the opportunity to meet [next Monday](#), and in the interim, should you have any questions, please let me know.



City Council Meeting October 24, 2013 Agenda Item Transmittal

Agenda Item #: 8

Agenda Title: Conduct Public Hearing and consider introducing Ordinance 2013-22 amending the Zoning Ordinance to allow Music Concert and Dance Hall, Outdoor, with a Specific Use Permit in certain zoning districts.

Council Action: Conduct Public Hearing and introduce Ordinance 2013-22

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

The purpose of this item is for the City Council to conduct a public hearing and consider introducing Ordinance 2013-22. This amendment proposes to add a new permitted use: “Music Concert and Dance Hall, Outdoor”, with a Specific Use Permit in certain zoning districts to the Zoning Ordinance. The SUP requirements is added primarily to ensure that the neighbors have an opportunity to discuss any noise issues that may arise, among other planning items such as hours, parking, screening, and so on.

2. DESCRIPTION/ JUSTIFICATION

This item was initiated in response to a request by Mr. Manoj Naik organize these types of venues on his property located at 1202-1402 Welch Street, formerly known as Hidalgo Park. The Zoning Ordinance does not contain a use that would allow him to organize these events on his property.

Should the City approve the proposed amendments, Mr. Naik would have to apply for the specific use permit in order to operate a “Music Concert and Dance Hall, Outdoor” on his property.

As you are aware, when the Our Lady of Guadalupe Catholic Church was responsible for the property they did have outdoor venues. However, these events stopped in 2006 as the Austin Diocese contemplated selling the land. In early 2008, Mr. Naik purchased the property. By then, the grandfathered status that the property enjoyed had expired.

Even though, the amendment was prompted by Mr. Naik, the use is helpful to have in the ordinance to accommodate other users in the future.

The definition for “Music Concert and Dance Hall, Outdoor” is:

Music Concert and Dance Halls, Outdoor is a venue for musical performances including but not limited to musical bands, symphonies, and concerts; performed by but not limited to musical bands, orchestras, choirs or a single musician. Music Concerts and Dance Hall, Outdoor, includes audiences or other patrons, may require professional audio equipment and other items related to the performance, such as stage lighting, and could be in association with public or private events, and other similar events. The use is either entirely outdoor or in a structure that is open to the outdoor environment such as a pavilion, amphitheatre, arena, or similar structure or place. This use shall be subject to all noise restrictions imposed by ordinance or law.

The Districts that are proposed to allow Music Concert and Dance Hall, Outdoor with a Specific Use Permit are as follows:

TABLE 3 - 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
Music Concert & Dance Hall, Outdoor	S											S	S				S	S

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

The Planning and Zoning Commission recommended approval of Ordinance 2013-22 following a public hearing they conducted on September 10, 2013.

5. TIME LINE CONSIDERATIONS

N/A

6. REFERENCE FILES (Attachments)

8a [Ordinance 2013-22](#)

**DRAFT
ORDINANCE NO. 2013-22**

AN ORDINANCE AMENDING THE ZONING ORDINANCE TO ADD MUSIC CONCERT AND DANCE HALL, OUTDOOR TO TABLE 3 PERMITTED USES; ADD A DEFINITION FOR MUSIC CONCERTS AND DANCE HALL, OUTDOOR; AND PROVIDING A SAVINGS CLAUSE.

WHEREAS, notice for the proposed Zoning Ordinance Amendment were published in accordance with the Zoning Ordinance and the item was referred to the Planning and Zoning Commission.

WHEREAS, the Zoning Ordinance will be amended by adding Music Concerts and Dance Hall, Outdoor to Table 3, Permitted uses, and a definition for Music Concert and Dance Hall, Outdoor will be added to the Definitions Section;

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

- 1.0** That after a public hearing held on October 24, 2013, before the City Council of the City of Taylor for the purpose of considering adding Music Concert and Dance Hall, Outdoor to Table 3, Permitted uses, and a definition for Music Concert and Dance Hall, Outdoor as follows:

Music Concert and Dance Hall, Outdoor will be added to Table 3 Permitted Uses as follows:

Table 3, Permitted Uses

TABLE 3 - 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
Music Concert & Dance Hall, Outdoor	S											S	S				S	S

Definition: Music Concert and Dance Halls, Outdoor is a venue for musical performances including but not limited to musical bands, symphonies, and concerts; performed by but not limited to musical bands, orchestras, choirs or a single musician. Music Concerts and Dance Hall, Outdoor, includes audiences or other patrons, may require professional audio equipment and other items related to the performance, such as stage lighting, and could be in association with public or private events, and other similar events. The use is either entirely outdoor or in a structure that

is open to the outdoor environment such as a pavilion, amphitheatre, arena, or similar structure or place. This use shall be subject to all noise restrictions imposed by ordinance or law.

3.0 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.

4.0 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

5.0 In accordance with Article 8, of the City Charter, Ordinance No. 2013-22 was introduced before the City Council on the 26th day of September, 2013.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2013.

Jesse Ancira Jr., Mayor

ATTEST:

Susan Brock, City Clerk

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. 2013-22, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2013, 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 _____, 2013.

Susan Brock
City Clerk



City Council Meeting October 24, 2013 Agenda Item Transmittal

Agenda Item #: 9

Agenda Title: Conduct Public Hearing and consider introducing Ordinance 2013-25 amending the Future Land Use Map for the newly annexed areas.

Council Action: Conduct Public Hearing and introduce Ordinance 2013-25

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director, Planning and Development Department

1. INTRODUCTION/PURPOSE

The purpose of this item is for the City Council to conduct a public hearing and consider introducing Ordinance 2013-25 to amend the Future Land Use Map for the areas that were annexed in 2013.

2. DESCRIPTION/ JUSTIFICATION

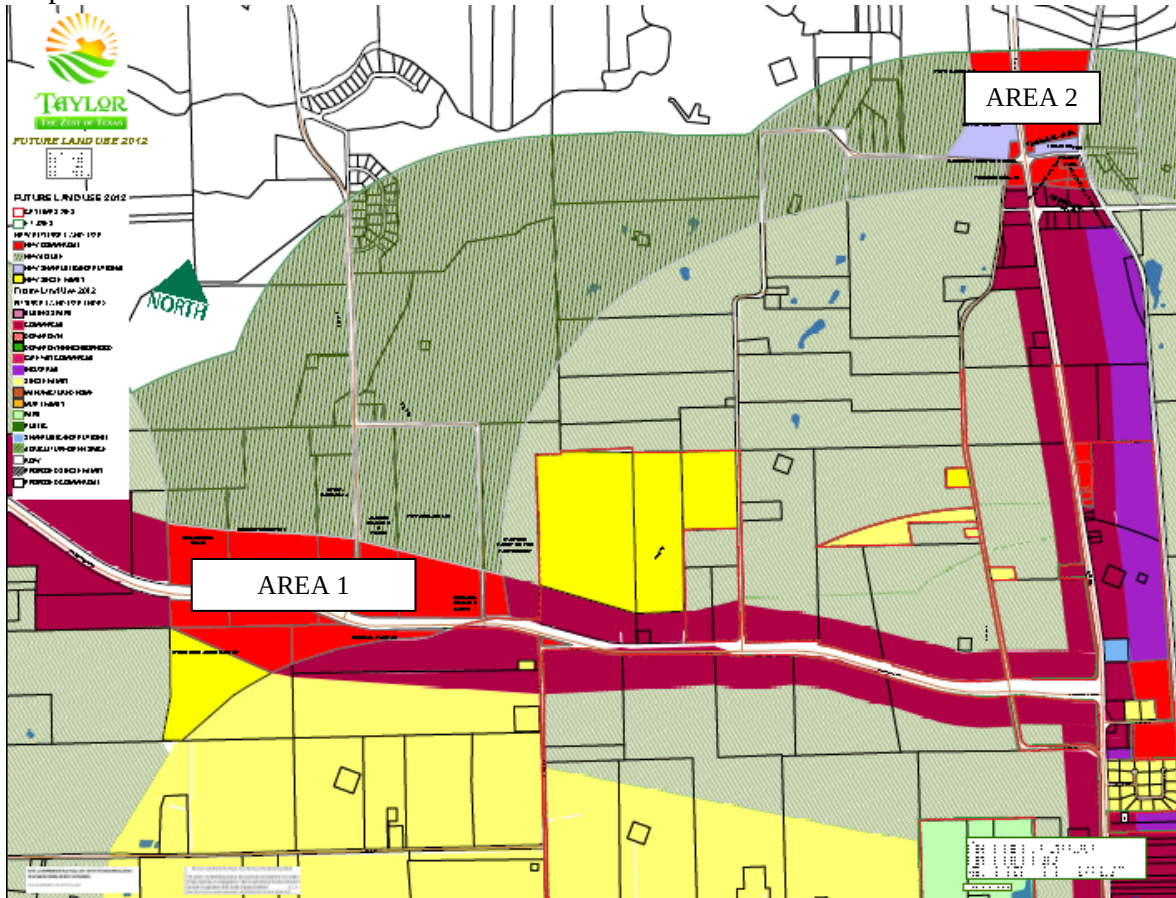
An annexation completed during June of this year within Taylor's Extraterritorial Jurisdiction has resulted in the need to amend the Future Land Use Map to add future land use designations to areas along Chandler Road and SH 95. The proposed map includes commercial designations along these two arterials as well as Semi-Public/Institutional designations. Other designations not along these arterials include Agriculture/Open Space and Single Family.

Public outreach for this process prior to the Public Hearing with the Planning and Zoning Commission included workshops with the Commission, and a Public Meeting on August 27th for the affected property owners along Chandler Road and SH 95. Letters were mailed to the affected property owners for both Public Hearings as well as the August 27th Public Meeting, along with notices placed in the Taylor Daily Press.

Areas 1 and 2 on the map below are the areas where the new future land use designations are proposed. These are areas that have not been annexed but are adjacent to annexed areas and major arterials.

There has been no opposition to the proposed plan.

Other Information
Map of Affected Areas:



3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

The Planning and Zoning Commission recommended approval of Ordinance 2013-25 following their public hearing on October 8, 2013.

Staff recommended approval of the plans as well.

5. TIME LINE CONSIDERATIONS

N/A

6. REFERENCE FILES (Attachments)

9a [Ordinance 2013-25](#)

DRAFT
ORDINANCE NO. 2013-25

AN ORDINANCE ADDING FUTURE LAND USES TO ADJACENT AREAS WITHIN TAYLOR'S EXTRATERRITORIAL JURISDICTION AS SHOWN ON EXHIBIT A; AMENDING THE OFFICIAL FUTURE LAND USE MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE FUTURE LAND USE ADDITIONS ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

Whereas, the Taylor City Council conducted a public hearing on _____, 2013, to consider the addition of Future Land Use designations to areas within Taylor's ETJ, and as shown on Exhibit "A" incorporated by reference herein for all purpose; and

Whereas, the Planning and Zoning Commission, after conducting a public hearing October 8 to consider the additions to the Future Land Use Map, recommended them to the City Council; and

Whereas, the City Council, after public hearing, approves the additions to the Future Land Use map.

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 Official Future Land Use Map of the City of Taylor, Texas, is changed to show the new future land use areas.

SECTION 3. All other terms and conditions contained in the official land use map, except as amended herein shall continue and remain in full force and effect.

SECTION 4. 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 5. In accordance with Article 8 of the City Charter, Ordinance 2013-25 was introduced before the Taylor City Council on the _____ day of _____, 2013.

PASSED, APPROVED, and ADOPTED on the ____ day of _____,
2013.

Jesse Ancira Jr., Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

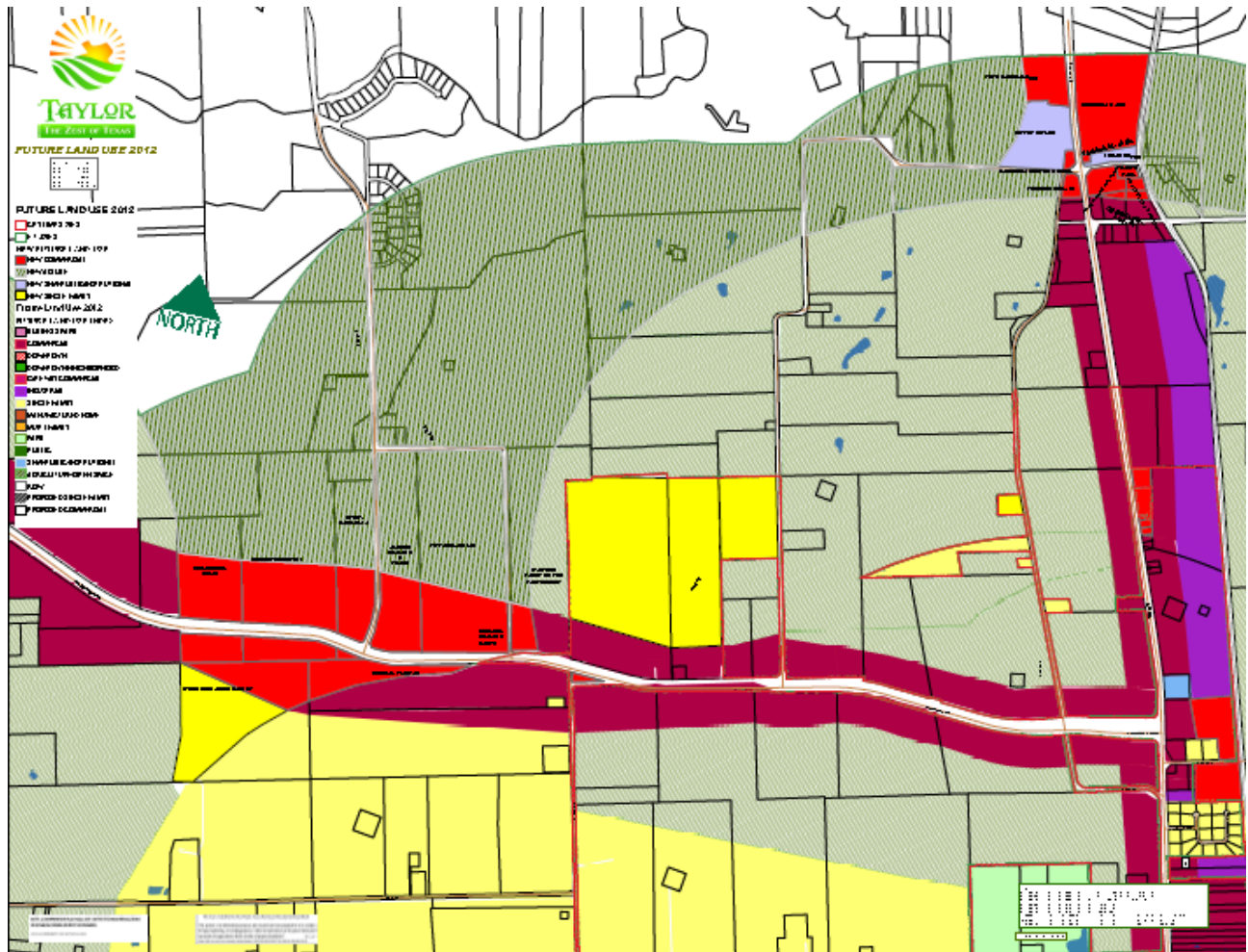
COUNTY OF WILLIAMSON

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. 2013-25, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2013, 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 _____, 2013.

Susan Brock
City Clerk

EXHIBIT A





City Council Meeting October 24, 2013 Agenda Item Transmittal

Agenda Item #: 10

Agenda Title: Conduct Public Hearing and consider introducing Ordinance 2013-26 amending the Zoning Ordinance to allow Mobile food Vendors within commercial areas.

Council Action: Conduct Public Hearing and introduce Ordinance 2013-26

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

The purpose of this item is for the City Council to conduct a public hearing and consider introducing Ordinance 2013-26 to amend the Zoning Ordinance to allow Mobile Food Vendors within commercial areas.

Several months ago, a Mobil Food Vendor approached the City about setting up his trailer in front of HEB. The current regulations do not support this activity. The regulations limit these types of facilities to areas that are zoned industrial.

2. DESCRIPTION/ JUSTIFICATION

Currently the Zoning Ordinance allows a business that is not comprised of "brick and mortar" to locate only within the Industrial Zoning Districts. There has been interest by local Mobile Food Vendors or "Food Trucks" to locate within Taylor at an established business, such as HEB. A number of area cities allow for mobile vending including Hutto, Pflugerville and Austin.

The draft Ordinance will allow for both food trucks in appropriately zoned areas in front of established businesses, as well as within a Mobil Food Vendor food court. The proposed zoning districts that would allow this use are: B-1, B-2, B-3, BP-1, BP-1, M-1, M-2, and with a Specific Use Permit in DN.

Mr. Royce Hatch from Hutto has been kind enough to give us some guidance on this topic, since he has been operating an ice cream truck within Williamson County and is familiar with the operations required for a mobile vending unit. Mr. Hatch plans on attending this meeting and may have a representative from the Austin Food Truck Association. Mr. Hatch has reviewed the proposed ordinance and is in agreement with its requirements.

As part of the outreach effort, in addition to contacting Mr. Hatch and the Austin Food Truck Association, the City published an article in the Taylor Daily Press in late September. The required notices were also published in the newspaper as well. During the planning process, the leadership was also kept apprised of the progress of the project.

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

The Planning and Zoning Commission conducted a public hearing on this proposed amendment on October 8, 2013. Following the public hearing, the Planning and Zoning Commission recommended approval of Ordinance 2013-26.

5. TIME LINE CONSIDERATIONS

N/A

6. REFERENCE FILES (Attachments)

10a [Ordinance 2013-26](#)

DRAFT

ORDINANCE NO. 2013-26

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2001-17 ADOPTED BY THE CITY OF TAYLOR, TEXAS ON APRIL 24, 2001 AS HERETOFORE AMENDED, BY ADDING MOBILE FOOD VENDOR TO THE DEFINITION SECTION AND BY ALLOWING MOBILE FOOD VENDOR IN CERTAIN DISTRICTS AS WELL AS ADDING MOBILE FOOD VENDOR TO COMMERCIAL ACCESSORY USES AND ALLOWING MOBILE FOOD VENDORS WITHIN A FOOD COURT.

WHEREAS, the City of Taylor, Texas desires to amend the Zoning Ordinance to allow Mobile Food Vendors within certain districts, and as Commercial Accessory Use, and within a Food Court; and

WHEREAS, the Planning and Zoning Commission conducted a Public Hearing for this change on October 8, 2013 and recommends approval of these changes; and

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

WHEREAS, the City deems it is in the best interest that the amendments in the zoning ordinance shown below 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. Section 3.3.5(3) of the Taylor Zoning Ordinance shall be amended as follows:

Sec. 3.3.5(3). Portable buildings having wheels or lacking a permanent foundation shall not be permitted for commercial uses in any zones except M-1 and M-2 and except Mobile Food Vendors in B-1, B-2, B-3, DN (with a Specific Use Permit), BP-1, BP-2, M-1 and M-2.

Table 3 Proposed Permitted Uses:

	DN	B-1	B-2	B-3	BP-1	BP-2	M-1	M-2
<u>Mobile Food Vendor</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>

The definition for a Mobile Food Vendor is the definition established by the Williamson County and Cities Health District and the Texas Department of State Health Services Food Establishments Group:

Definitions:

Mobile Food Vendor - A vehicle-mounted mobile food establishment designed to be readily moveable.

Mobile Food Vendors will be required to meet the following requirements:

Set up on existing store parking lot:

Site Plan Review items:

- Does not block right of way
- Setbacks in accordance with Zoning Ordinance
- Minimum 2 parking spaces and does not detract from original required parking for store
- Setup of Mobile Food Vendor does not impede pedestrian traffic and is not placed in the fire lane
- Distance from public sidewalk is 10'
- Generators are 300' from residential areas
- Minimum distance from existing structures 10' or per the 2009 International Building Code whichever is least restrictive
- Only signage attached to the food vendor truck is allowed

- Permit and Certificate of Occupancy is required prior to operation.
- Proof of agreement between Mobile Food Vendor and property owner
- The City's Peddler's Ordinance is applicable for other regulations pertaining to Mobile Food Vendors

Section 3.3.5.4 Retail Sales and Service

Mobile Food Vendor "Food Court"

Site Plan Review items:

- Driveway in accordance in Taylor's engineering design standards
- Parking (2 parking spaces per Mobile Food Vendor) and a dust free surface
- Setbacks in accordance with Zoning Ordinance
- Generators are 300' from residential areas
- Landscaping in accordance with Landscape Ordinance
- Signage in accordance with Sign Ordinance
- On site accommodations are made for trash disposal in accordance with the City's requirements.
- Minimum distance from another Mobile Food Vendor is 12'
- Permit and Certificate of Occupancy is required prior to operation.
- A permanent restroom will be required on site for both employees and customers.

In accordance with Article VIII, Section 1, of the City Charter, Ordinance No. 2013-26 was introduced and a public hearing was held before the Taylor City Council on the _____ day of _____, 2013.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2013.

Jesse Ancira Jr., 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. 2013-26 passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2013, 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 _____, 2013.

Susan Brock
City Clerk



City Council Meeting October 24, 2013 Agenda Item Transmittal

Agenda Item #: 11
Agenda Title: Consider accepting quarterly report from the Taylor Chamber of Commerce.

Council Action to be taken: Accept report as presented

Initiating Organization: Taylor Chamber of Commerce

Staff Contact: Thomas Martinez, President

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is present to the City Council a Report of Activities and Budget for the Chamber of Commerce.

2. DESCRIPTION/ JUSTIFICATION

Section 3.3 of the Agreement between the City of Taylor and the Taylor Chamber of Commerce states in part, "The Chamber of Commerce shall prepare written reports for submission to the City Council on a quarterly basis, during the months of January, April, July, and October". The attached report is meant to fulfill this requirement.

3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

The last report was presented to Council on July 25th and was for the period April - June, 2013. This report will cover July-September, 2013.

5. RECOMMENDATION

Receive report and ask questions of Mr. Martinez as needed.

6. REFERENCE FILES

11a. [Taylor Chamber](#) of Commerce Report

Taylor Chamber of Commerce – Report to Taylor City Council

Presented Thur., Oct. 24th, 2013 - Report from July thru Sept., 2013

Agenda items:

1. Deposits and Expenditures

- a. Report for July – Sept. of 2013, detailing deposits & expenditures (XL spreadsheet)
 - i. 63.8% - advertising
 - ii. 0 % - promoting local events/businesses
 - iii. 0 % - “HOT” Funds Awards
 - iv. 4.8 % - membership fees in organizations
 - v. 31.4 % - building & furniture

2. 2013 Hotel/Motel Tax funds

- a. Hotel/Motel funds applicants list & status of requests (Word document).

3. Chamber information related to HOT Funds

- a. Chamber’s HOT Funds contract with City of Taylor
 - i. Met with J.Straub on Oct. 10th to review proposed contract.
 - ii. Annual HOT funds budget finalized.
 - 1. To be presented at HOT Funds contract approval.
- b. Formation of Chamber subcommittees –
 - i. Finance Committee, chaired by the Treasurer -T.Eulendfeld
 - ii. Tourism Committee – Isabella Tebeau
 - iii. Communications Committee – Erwin Stauffer
 - iv. Activities Committee, chaired by Chair-elect – Janetta McCoy
 - v. Marketing / Promotions Committee – Nancci Maloney
 - vi. Business Support / Membership Committee – Sam Dowdy

4. Additional Taylor Chamber reports & information

- a. Advertising recently completed –
 - i. Austin Relocation Guide ad
 - ii. Austin Newcomer’s Guide ad
 - iii. 2013 Taylor Daily Press FYI ad
 - iv. 2014 Texas Hill Country Trail Roadmap
- b. Advertising currently in work –
 - i. Impressions Magazine
 - ii. 2014 Festivals of Central Texas brochure/website
- c. Advertising upcoming –
 - i. 2014 Texas BBQ Trail Brochure/website
- d. Ongoing –
 - i. Facebook page (168 likes & growing)
 - ii. Web site (updates now chamber controlled)
 - iii. Constant Contact Friday newsletter

Questions or comments

- Council questions or comments?

Thomas E. Martinez

President – Greater Taylor Chamber of Commerce & Visitor Center

Tourism Account - Deposits and Expenditures, July - Sept. 2013

July 1, 2013 to Sept 30, 2013	Date	Deposit	Comments	Expenditure	Check #	Comments	Total
End of June, 2013 Balance	6/30						\$16,387.51
July - bank postings	7/1			\$228.00	1254	TX Hotel & Lodging Assoc. Membership	\$16,159.51
	7/3	\$3,170.60	70% check #129860				\$19,330.11
	7/9			\$206.50	1255	Chamber web site updates - April/May 2011	\$19,123.61
	7/10			\$389.27	1256	Copier Purchase - Marlin Leasing	\$18,734.34
August - bank posting	8/2			\$376.32	1257	Yellow Pages listing	\$18,358.02
	8/5			\$285.00	1252	Austin Relocation Guide ad	\$18,073.02
	8/6	\$3,717.51	70% check #129507				\$21,790.53
	8/12			\$137.50	1258	define & remove odor from building	\$21,653.03
	8/12			\$550.00	1259	Greater Austin Newcomer Guide ad	\$21,103.03
	8/26			\$147.50	1260	Chamber web site updates - June/July 2011	\$20,955.53
	8/27			\$1,400.00	1262	2013 FYI ad	\$19,555.53
	8/28			\$107.58	1261	Replacemnt flags for exterior flag pole	\$19,447.95
Sept. - bank postings	9/4	\$3,831.87	70% check #929811				\$23,279.82
	9/5			\$578.00	1264	Handicap ramp purchase & installation	\$22,701.82
	9/6			\$100.00	1263	Monthly phone maintenance - Aug.	\$22,601.82
	9/9			\$34.84	1265	New chair for receptionist area	\$22,566.98
	9/9			\$100.00	1266	Monthly phone maintenance - Sept.	\$22,466.98
	9/30	\$4,986.09	70% check #130098				\$27,453.07

Totals		\$15,706.07		\$4,640.51			\$27,453.07
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2013 Requests and Payments for Hotel/Motel Tax funds

Organization Forms were mailed to	Event	2013			
		Requested	Granted	Paid	% Paid
Taylor SPJST #29	Annual BBQ Cook off	\$1,500.00	\$1,250 (2012)		
Taylor Rodeo Association	Tractor Pull	\$6,500.00	\$2,298 (2012)		
Taylor Rodeo Association	Taylor Rodeo	\$7,500.00	\$3,029 (2012)		
City of Taylor - Parks Dept.	Taylor Spring Bash Softball Tour. at TRP	\$1,200.00	\$1,500 (2012)		
City of Taylor - Main Street Program	Zest Fest	\$1,800.00	\$2,000 (2012)		
Conservation & Heritage Society	OctaylorFest	\$5,000.00	n/a in 2012		
City of Taylor - Main Street Program	F1 Invitational Car Show	\$3,500.00	n/a in 2012		
Received Application forms but not returned					
Taylor Artist Guild	Various events				
Friends of Moody Museum	Signage & Advertising for Museum				
LULAC Council #4721	Various events				
Folkloric Dance Collaborative	Various events				
Project Loop	Various events				
Blackshear O.L. Price Assoc.	Homecoming & other events		\$1,200 (2012)		
TOTAL		\$27,000.00	\$11,277 (2012)	\$0.00	



City Council Meeting October 24, 2013 Agenda Item Transmittal

Agenda Item #: 12
Agenda Title: Consider contract extension and curbside recycling program and related costs from Progressive Waste Solutions.

Council Action to be taken: Approve, deny or table

Initiating Department: Public Works/Finance

Staff Contact: **Danny Thomas, Director of Public Works**
Rosemarie Dennis, Director of Finance

1. INTRODUCTION/PURPOSE

Our contractor Progressive Waste Solution (PWS) has submitted a formal request to extend their contract for solid waste services for an additional year and to also consider a Residential Single Stream Curbside recycling service as part of the contract.

2. DESCRIPTION/ JUSTIFICATION

This item will give Council an opportunity to again consider adding Single Stream Curbside Recycling to our contract and to determine what the cost to the residents would be. Our contractor PWS met with Staff to discuss the issues and present a proposal to include Single Stream Recycling.

Council has discussed the possibility of a recycling program previously and two community surveys were conducted to determine public interest. On the first occasion, summer of 2009, all residents were polled regarding a \$3.00 per month fee for curbside recycling. The results were 2,121 people responding, with 925 FOR the service and 1,196 AGAINST.

The second survey in July 2011 resulted in 165 residents agreeing to sign up for a weekly curbside subscription service at a rate of \$7.20 per month. Our contractor needed a minimum of 600 subscribers to make this type of individual service viable.

In both cases, the results did not provide enough interest in order to generate enough revenue to cover the cost of providing the service.

3. FINANCIAL/BUDGET

If approved, and if a minimum of 4,924 homes were serviced, every other week curbside recycling would increase the residential bill by an additional \$3.55 + tax per month per unit. Cost varies for fewer homes and is detailed in attachment 12a.

With 4,924 homes participating, total monthly bill for per residential garbage service including curbside recycling would be \$15.47 + tax.

4. TIMELINE CONSIDERATIONS

The proposed program offers residential recycling every other week. Calendar is Attachment 12b.

Council last considered an extension to their contract (12d) on February 28, 2013 and approved an extension through January 31, 2015. (12e, Minutes from Feb. 28, 2013, Agenda Item no. 8)

5. RECOMMENDATION

Staff recommends an extension of the contract with the decision on recycling to be decided by Council.

6. REFERENCE FILES

- 12a [Proposal with Cost](#) per household
- 12b. [Calendar](#) of pickup schedule
- 12c. [FAQ's and Public Education](#) materials
- 12d [Current contract](#) with amendments
- 12e. [February 28, 2013 minutes](#) regarding contract extension.

City of Taylor - Progressive Waste Solution's Current Municipal Recycling Pricing Matriix

10/01/2013

Current Residential Rates:

Municipality	Contractor	# Homes	Total Rate	Recycling Rate	Level of Service
Travis County WCID#19	Progressive	185 homes	\$23.45 per month	\$4.15 per month	2 x wk. trash & 1 x wk. single stream recycle w/65-gal. cart
Dripping Springs	Vasquez Disp.	740 homes	\$21.00 per month	\$5.00 per month	1 x wk trash & 1 x wk. recycle w/18-gal. bin
Point Venture	Progressive	460 homes	\$20.36 per month	\$3.17 per month	1 x wk. trash & every other wk. single stream recycle w/95-gal. cart
Marble Falls	Republic Waste	4,170 homes	\$19.82 per month	\$6.61 per month	1 x wk trash & 1 x wk. recycle
Rollingwood	Progressive	476 homes	\$20.66 per month	\$4.65 per month	2 x wk. trash & 1 x wk. single stream recycle w/65-gal. cart
Cedar Park (city's fee)	CTR	21,950 homes	\$18.38 per month	\$4.13 per month	1 x wk. trash & every other wk. single stream recycle w/95-gal. cart
Hutto	Clawson	6,540 homes	\$17.79 per month	\$4.29 per month	1 x wk. trash & every other wk. single stream recycle w/95-gal. cart
Uhland	Progressive	350 homes	\$17.83 per month	\$3.53 per month	1 x wk. trash & every other wk. single stream recycle w/95-gal. cart
Round Rock (city's fee)	Round Rock Refuse	37,223 homes	\$17.46 per month	\$4.00 per month	1 x wk. trash & every other wk. single stream recycle w/95-gal. cart
San Leanna	Progressive	200 homes	\$17.36 per month	\$3.77 per month	1 x wk. trash & every other wk. single stream recycle w/95-gal. cart
Travis Co. WCID #17	Progressive	1,350 homes	\$17.30 per month	\$4.99 per month	1 x wk. trash & 1 x wk. single stream recycle w/65-gal. cart
San Marcos	Progressive	22,340 homes	\$16.91 per month	\$4.82 per month	1 x wk. trash & every other wk. single stream recycle w/95-gal. cart
Jonestown	Progressive	787 homes	\$18.80 per month	\$3.50 per month	1 x wk. trash & every other wk. single stream recycle w/95-gal. cart
Buda	TDS	2,608 homes	\$16.86 per month	\$4.36 per month	1 x wk. trash & every other wk. single stream recycle w/95-gal. cart
Liberty Hill	Clawson	500 homes	\$16.10 per month	\$4.00 per month	1 x wk. trash & 1 x wk. recycle w/18-gal. bin
Kyle (city rate)	TDS	8,506 homes	\$21.45 per month	\$5.45 per month	1 x wk. trash & 1 x wk recycle/compost
Lago Vista	Progressive	2,726 homes	\$15.29 per month	\$3.05 per month	1 x wk. trash & every other wk. single stream recycle w/95-gal. cart
Pflugerville	Progressive	17,144 homes	\$14.98 per month	\$3.16 per month	1 x wk. trash & every other wk. single stream recycle w/95-gal. cart
Village of The Hills	Progressive	1,020 homes	15.05 per month	\$4.44 per month	1 x wk. trash & every other wk. single stream recycle w/95-gal. cart
Travis Co. MUD #5	Progressive	386 homes	\$14.04 per month	\$3.49 per month	1 x wk. trash & every other wk. single stream recycle w/95-gal. cart
Georgetown (city rate)	TDS	20,037 homes	\$16.00 per month	\$4.00 per month	1 x wk. trash & every other wk. single stream recycle w/95-gal. cart
Burnet	Progressive	1,924 homes	\$18.22 per month	\$3.64 per month	1 x wk. trash & every other wk. single stream recycle w/95-gal. cart
Johnson City	Progressive	740 homes	\$15.90 per month	\$3.95 per month	1 x wk. trash & every other wk. single stream recycle w/95-gal. cart
Wells Branch MUD	Progressive	2,742 homes	\$14.58 per month	\$2.82 per month	1 x wk. trash & every other wk. single stream recycle w/95-gal. cart
Lakeway	Progressive	5,032 homes	\$14.13 per month	\$3.81 per month	1 x wk. trash & 1 x wk. single stream recycle w/65-gal. cart
Bastrop	RepublicWaste	3,115 homes	\$15.82 per month	\$3.82 per month	1 x wk. trash & 1 x wk. recycle w/18-gal. bin
Lost Creek MUD	Progressive	1,135 homes	\$13.33 per month	\$3.03 per month	1 x wk. trash & 1 x wk. recycle w/18-gal. bin
Travis Co. MUD #14	Progressive	465 homes	\$13.39 per month	\$2.64 per month	1 x wk. trash & 1 x wk. recycle w/ 18-gal. bin
Thorndale	Progressive	474 homes	\$12.54 per home	NA	1 x wk. trash
Taylor (proposed)	Progressive	4,924 homes	\$15.47 per month	\$3.55 per month	1 x wk. trash & every other wk. single stream recycle w/95-gal. cart
Rockdale	Progressive	1,860 homes	\$10.80 per month	NA	1 x wk. trash
Average Market Rates			\$16.81 per month	\$3.99 per month	

Average Market Rate for 1 x wk. trash & 1 x wk. recycling -

\$16.93 per month

Average Market Rate for 1 x wk. trash & every other wk. recycling -

\$16.74 per month

Average Market Rate 1 x wk. single stream recycling -

\$4.94 per month

Average Market Rate for every other wk. single stream recycling -

\$3.76 per month

TAYLOR SINGLE STREAM RECYCLING SCHEDULE

OCTOBER 2013 - SEPTEMBER 2014

SAMPLE

Recycle Schedule

Start or Stop Service or for Billing
and Service Questions?

Call: 512-352-3675

Or Visit: www.ci.taylor.tx.us

For Service Questions?

Call Progressive Waste
Solutions: 512-251-5622

October 2013

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2013

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2013

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2014

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2014

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2014

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2014

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2014

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2014

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2014

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2014

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2014

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			



Recycling placard on each carts lid



Progressive Waste Solutions Community Outreach and Recycling Education Plan For the City of Taylor

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

Recycling Program Coordinator

The Recycling Program Coordinator would be responsible for outreach to the residents, small businesses, multi-family units, community organizations, non-profits and the school district to develop and promote recycling programs. The Program Coordinator would be responsible for the creation of electronic presentations and printed materials. Some projects would require working with city staff and community organizations to promote recycling.

- Work with schools, small businesses and multi-family units to develop and promote recycling programs.
- Work on-site at schools to assist students and/or other staff to separate waste into appropriate containers.
- Conduct site surveys at schools to determine trash and recycling service levels; make appropriate recommendations regarding size and location of bins.
- Work with existing education materials and develop presentation materials for schools, teachers, etc.
- Presentations to teachers, classes, assemblies, custodial staff, cafeteria workers, etc.
- Develop incentive programs/contests to be used in the schools with students and/or staff.
- Respond to inquiries/telephone calls from schools, teachers, students or parents regarding recycling.
- Work with Progressive Waste Solutions personnel to ensure service is provided as required.
- Develop plan for, and conduct ongoing monitoring and analysis of recycling programs.
- Work with other agencies, as needed, to develop recycling programs & presentations.
- Assist with public events promoting recycling

Community Outreach Meeting

Promoting the idea of a recycling/waste reduction program is essential to the success of the program. Recycling/waste reduction practices requires a change in the cultural behavior. In order to

City of Taylor Single Stream Recycling

Projected Recycling Data Sheet

Homes:	5,000 homes
Projected Participation Rate:	50%
Projected Recycling Collected/Week/Home:	11 lbs./wk/home
Projected Tons Per Month:	59.54 Tons Per Month (119,075 lbs.)
Projected Tons Annually:	714.48 Tons Per Year (1,428,960 lbs.)

Recycling Facts:

- Equals enough energy to run a television non-stop for 204.44 years
- Saves more than 56,660 gallons of gasoline per year
- Saves more than 6,555 trees per year
- Saves more than 1,385,890 gallons of oil per year
- Saves more than 1,190.6 kilowatts of energy per year
- Saves more than 757,811 gallons of water per year
- Is equivalent to 1,429 people's energy for one year
- Saves more than 3,859 cubic yards of landfill space per year



**Partners With Your Community
For a Clean Environment**

Single-Stream Recycling being reviewed by Taylor

Taylor is reviewing a new recycling program that is evolving for the 21st century. Progressive Waste Solutions of TX, Inc., in partnership with the City of Taylor, is discussing a new recycling program that will provide each resident with one 95-gallon roll out cart for recyclables. Unlike previous recycling programs that utilized small bins and required residents to diligently separate recyclables into two “streams” — mixed paper (newspaper, junk mail, etc.) and commingled containers (bottles, cans, etc.) — recyclers whose materials go to a Recycling Center will be able to put these two streams together in one cart.

The new program is called “single-stream” recycling. It’s the future for responsible resource conservation and an important step toward meeting Taylor’s goal for a Green community. Single-stream recycling makes it almost as easy to use the recycling cart as it is to use the trash cart, so there’s no excuse for not recycling. It also creates a significant opportunity for the community to get a lot closer to their waste reduction goals through a revolutionary new system called Single Stream Recycling.

Single-stream is new, it’s different from how recyclables have been collected in for the past, and there are a lot of questions associated with it. Following are some insight to find the answers to your questions.

Frequently asked questions

Q: Let’s start with the basics — What is single-stream recycling?

A. Single-stream isn’t anything fancy. It simply refers to a new system that takes the two primary recycling “streams”— mixed paper and commingled containers — and puts them together in one cart. Voila - Single stream recycling. Instead of small bins with limited capacity, now there is one large cart with expanded capacity for adding more recycling materials.

Q: Why are we looking into single-stream?

A. Using just one collection cart for all your recyclable items increases the ease and convenience of recycling so that more people participate and more resources are saved. We’re making recycling easier for you — at home, at work and on the go.

Single stream offers more efficient collections for the haulers who normally have to run two recycling routes to collect the two streams. This decreases the more costly parts of recycling programs as well as the pollution from collection vehicles and wear and tear on city streets. Additionally, carbon footprint reduction (emissions) benefits are achieved through an every other week (EOW) schedule that will minimize the number of trucks and time that the recycling trucks are in the community.

Q: But I wouldn’t mind sorting my materials. Isn’t it better for recycling if we separate them before they are collected?

A. We hear you. Communities that were long-term dual stream recyclers and have participated in single stream programs found they became hooked on the new single-stream system once they tried it. It is always good for recycling when the materials are properly sorted at “the source,” a.k.a. your home, school or office. And, sorting is still critical in that you make absolutely sure you’re recycling only the items accepted. It is also good for recycling if ever-increasing amounts of material are kept out of the landfill and sold in good clean condition to the remanufacturing companies that make new products from recycled material. Single stream helps to increase this volume of materials.

Q: How are the materials separated?

A. The Single Stream Recycling Center has sorting equipment to automatically sort many of the materials. With the equipment, there are screens to separate “flats” (paper) from “rounds” (containers). In addition to the sorting equipment, there are manual sort lines to further separate the recyclable materials to the appropriate commodity areas to be baled, loaded and transported to the various recycling market outlets to be fully processed and recycled.

Q: Doesn't this lower the value of the materials, and won't there be a lot of contamination?

A. Not necessarily. One of the concerns associated with single stream recycling is that one cart tends to encourage people to suddenly put EVERYTHING that seems recyclable in it. That's why we need YOU to help demonstrate that a community full of educated, conscientious recyclers can make single stream recycling a success.

Q: Are other communities using single stream recycling?

A. Yes. Other communities are diverting 50%, 60%, even 75% of their solid waste from the landfills and have achieved these goals in part by switching to single stream. Some of the communities currently using single stream include Austin, San Antonio, Pflugerville, Wells Branch MUD, Lakeway, River Place MUD, Rollingwood, Burnet, Johnson City, Jonestown, Point Venture, Umland, San Marcos, Village of The Hills, San Leanna, Travis County WCID17, Travis County WCID19, Travis County MUD No. 10, Round Rock, Cedar Park, Georgetown and Hutto

Q: Won't the paper get wet if I recycle my commingled containers with the paper? Doesn't that make the paper non-recyclable?

A. The paper mills allow up to 5% moisture in the paper they buy, so it's not a problem. We do ask that you empty and rinse all your containers to keep food contamination out of your cart. But minor moisture will not ruin the paper. Part of the recycling process for remanufacturing paper includes water, so it is not a contaminant.

Q: What materials are recycled with the program?

A. Following is a partial list of the materials that can be accepted with the single stream recycling:

PLASTICS #1-#5 & #7 - Water, soda and juice bottles, Milk jugs, Shampoo, conditioner & liquid soap bottles, Detergent bottles, Bleach and all-purpose cleaner bottles, Margarine tubs, yogurt containers, Empty medicine bottles, Clean frozen food trays, Plastic lids from bottles, Plastic takeout containers, Plastic produce containers, Plastic disposable plates, cups and utensils (check for recycling number).

PAPER - Newspapers and Inserts, Magazines, Catalogs, Junk Mail and Envelopes (No product samples; envelope labels and windows are OK), Boxboard (thin cardboard like cereal boxes, shoe boxes, soda cartons, etc.), Holiday and greeting cards, Phone books, Home Office Paper (Stickies, manilla envelopes and file folders and paper ream wrappers are OK), Paper bags, except gift bags.

METALS - Aluminum cans, such as soda cans, Tin & steel cans, such as soup cans and tuna cans, Empty aerosol cans, Metal lids from glass jars.

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

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

implement a new system, creative education and promotional activities must compliment the into their daily lives, but also the goal includes refocusing a way of thinking.

Recycling is just one of the measures to remove waste from the garbage can. Waste reduction and material reuse involves pre-recycling, by consuming less disposable products and choosing products that are minimally packaged in recyclable packaging. Recycling is more than just another garbage cart, it involves closing the loop. Reduce, Reuse and Recycling maximizes the resources and impact in waste reduction. The key to the success in closing the loop is through excellence in education and promotion of these ideas to the culture.

When considering educational opportunities, it is important to know that there is not one method for getting the word out. People respond to and learn from different cues, whether it is pictures, or in a printed format. Through diversifying educational and promotional activities and materials, you increase the percentage of people that will be reached and respond.

Prior to the start-up of the recycling service program Progressive Waste Solutions could host and facilitate in coordination with the City, a community outreach meeting to discuss, promote and educate the community on the recycling service program. The community outreach meeting would be scheduled as mutually agreed upon by the City and Progressive Waste Solutions, and would be advertised in the local newspaper, at no cost to the City.

Progressive Waste Solutions, with prior notification, review and approval of the City, would also schedule, publicize and conduct recycling education programs, and present at least one update to the City each year upon the approval of the City. Progressive Waste Solutions will provide assistance in developing recycling programs to City sponsored events that require recycling assistance.

Information Flyers and Brochures

Progressive Waste Solutions would provide informational flyers for residential customers and commercial businesses in the City. The information will identify when to put recycling carts out, their scheduled service day, what level of services will be provided, recycling guidelines, and phone numbers to contact for questions, complaints, requests and comments.

The informational flyers and/or brochures will be provided to City Hall to distribute to new residents when they move into Taylor.

Newspaper Notifications

Progressive Waste Solutions could provide annual public service announcements each year in the local newspaper, upon review and approval by the City, to educate and encourage recycling by all customers.

Community Activities and Events

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

Progressive Waste Solutions encourages economic vitality and growth in their communities through more than contributions. Throughout the Progressive Waste Solutions service region, our companies

purchase goods and services locally, employ local people, and contribute to the local tax base. We also belong to our local Chambers of Commerce, and sponsor Chamber events that promote the economy. Some of our facilities provide host community benefits packages for their municipalities, as well, that lower residential taxes and provide for municipal capital improvements.

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

Another area of vital importance for our giving is the children of our communities. Progressive Waste Solutions believe in our children, and we have supported many of our community's children with scholarships, educational and sports programs, and school improvement projects.

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

Many of the activities or events that our focus could be centered around would be in an effort to make Taylor a greener community. Participating in or creating events such as Earth day Celebration – Recycling Contests/Competitions – America Recycles Day – Trash Walk – Recycling Drives – Educational Programs for Kids.

Promoting Recycling

A sampling of many of the available activities, events, organizations and resources that Progressive Waste Solutions has effectively utilized in promoting recycling in many of our communities as well as in Taylor are:

Brochures – Newsletters – Newspaper Ads – Newspaper Columns – Press Releases – Flyers & other printed materials – Recycling Guideline Posters – Department Presentations – Displays – Presentations at TISD, Chamber of Commerce, Rotary, Lions Club, and non-profit organizations.

Alternative Recycling Options

In regards to alternative recycling service programs and multiple-entity partnerships, Progressive Waste Solutions shall work in support of alternative recycling collection programs with the City of Taylor. Such programs could be developed and approved through the City's Staff and City Council and may involve other political subdivisions and other solid waste collection service providers. Progressive Waste Solutions is open to looking outside the box at other opportunities and means to work with the City to initiate the recycling service program.

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 _____ day of December, 2002. CITY OF TAYLOR, TEXAS

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

By. 4._____
Frank Salvato, City Manager

Dated: 12-1-02

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

Dated: 12-1-02

SEAL of the City of Taylor, Texas

MST, TX Corp

By: Jeff Peckham

Its: Ve-EYAES wair

Dated 12/31/02

Witnessed: Danielle C. (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.

The City Council of the City of Taylor met on February 28, 2013, at City Hall, 400 Porter St., Taylor, Texas. Mayor Donald Hill declared a quorum and called the meeting to order at 6:01 p.m. with the following present:

Mayor Pro Tem Chris Gonzales
Council Member Chris Osborn
Council Member Brandt Rydell
Council Member Jesse Ancira

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

INVOCATION

Mr. Straub led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

Mayor Pro Tem Gonzales took this opportunity to express his appreciation to the families of all council members for their support as each of them carry out their responsibilities to the citizens of Taylor. He also sent a birthday wish to his daughter, Eliza, who was watching the broadcast of the meeting from home.

CONSENT AGENDA

1. APPROVE MINUTES FEBRUARY 14, 2013.
2. APPROVE ORDINANCE 2013-02 REGARDING CEMETERY FUND ALLOCATION.

ORDINANCE 2013-02

AN ORDINANCE AMENDING ORDINANCE 2002-43, SECTIONS 8.1, 8.2, AND 8.3 BY REALLOCATING THE AMOUNTS RECEIVED FROM THE SALE OF CEMETERY SPACES TO THE AUTHORIZED CITY CEMETERY FUNDS; PROVIDING A SAVINGS CLAUSE.

3. RECEIVE REPORT REGARDING MAIN STREET RENTAL/PURCHASE ASSISTANCE PROGRAM.
4. CONSIDER AWARDED BID FOR THE CONSTRUCTION OF THREE HOMES UNDER THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) HOME PROGRAM.
5. CONCUR WITH PRELIMINARY FINANCIALS FOR JANUARY 2013.
Mayor Hill pulled agenda items number 3 and 4 from the consent agenda for further discussion. Mayor Pro Tem Gonzales moved to approve the remaining items 1, 2, and 5 as presented and Council Member Ancira seconded the motion. VOTE: Five voted AYE. Motion passed.

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

3. RECEIVE REPORT REGARDING MAIN STREET RENTAL/PURCHASE ASSISTANCE PROGRAM.
Ms. Deby Lannen, Main Street Manager, provided Council with an update on the rental

and purchase assistance program available to merchants in the historic downtown TIF area.

4. CONSIDER AWARDING BID FOR THE CONSTRUCTION OF THREE HOMES UNDER THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) HOME PROGRAM.

Mr. vanTil provided information regarding the most recent award from the TDHCA HOME program. At the end of Mr. vanTil's presentation, Council Member Osborn moved to approve consent agenda items 3 and 4 and Mayor Pro Tem Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

Council proceeded with the Regular Agenda.

6. CONSIDER RECEIVING COMPREHENSIVE ANNUAL FINANCE REPORT (CAFR) FOR FISCAL YEAR 2011/2012.

Ms. Rosemarie Dennis provided an introduction to the CAFR report and Ms. Sheryl Messer with Brockway, Gersbach, Franklin and Niemeier, PC, presented the information to Council and responded to questions. Mayor Pro Tem Gonzales moved to accept the report as presented and Council Member Rydell seconded the motion. VOTE: Five voted AYE. Motion passed.

7. RECEIVE PRESENTATION FROM THE WILCO WELLNESS ALLIANCE OF THE WILLIAMSON COUNTY AND CITY HEALTH DISTRICT REGARDING A COUNTY WALKING TRAILS PROGRAM.

Mike Devito, Parks and Recreation Superintendent, introduced Ms. Pam Sanford, WCCHD and Ms. Melissa Cammack and Ms. Morgan Hiser with WilCo Wellness Alliance who presented information to Council regarding the Walking Trails Program. The initial program will include trail signage in Murphy and Bull Branch Parks with plans to extend the signage to other parts of the trail system in the future.

Council Member Ancira moved to accept the report as presented and Mayor Pro Tem Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

8. CONSIDER REQUEST FROM PROGRESSIVE WASTE SOLUTIONS FOR A ONE YEAR EXTENSION AND A FUEL RATE INCREASE.

Mr. Danny Thomas, Director of Public Works, presented a request on behalf of our solid waste services provider, Progressive Waste Solutions (formerly IESI) for a rate increase and a one year extension to the their contract.

Mayor Pro Tem Gonzales moved to extend the contract through January 31, 2015 and approve the increase of 2.2% and to revisit the issue of recycling next year. Council Member Ancira seconded the motion. VOTE: Three voted AYE; Two voted NO (Osborn and

Rydell). Motion passed.

9. DISCUSS AND CONSIDER RESOLUTION R13-05 CONSENTING TO THE CREATION OF THE PROPOSED TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2A.

Bob vanTil, Director of Planning and Development, presented a request to approve a resolution that would allow the issue of a new emergency services district to go the voters. The proposed district would affect a single property owner in the city extraterritorial jurisdiction who had requested the right to vote on this issue. Council approval would not approve the creation of the district, but only give permission to place the issue on a ballot.

Council Member Osborn moved to approve Resolution R13-05 and Mayor Pro Tem Gonzales seconded the motion. VOTE: Four voted AYE; One vote NO (Hill). Motion passed.

10. CONSIDER AND TAKE ACTION WITH RESPECT TO RESOLUTION R13-04 CALLING A BOND ELECTION FOR MAY 11, 2013; MAKING PROVISIONS FOR CONDUCTING THE ELECTION; AND RESOLVING OTHER MATTERS RELATED TO SUCH ELECTION.

Mr. Dunaway presented a review on funds available from various sources that might be applied towards a street program. Based on this information Mr. Dunaway recommended to not call the bond election at this time and to continue to work on establishing the program with more definitive costs outlined. No action was taken on this item.

11. CONSIDER APPOINTMENTS TO CITY BOARDS AND COMMISSIONS.

Ms. Brock presented a request to consider appointments to city boards and commissions. The list did not include Parks and Recreation which was to be addressed with a later agenda item.

Mayor Pro Tem Gonzales moved to approve appointments as listed in the transmittal information for items B (Building and Standards Commission), C (CPIC), D (Library Board), F (Moody Museum Board), H (Planning and Zoning Commission) and J (Zoning Board of Adjustments). Council Member Rydell asked to amend the motion to include the appointment of Don Williams and Michael Espitia to the Main Street Board. Gonzales agreed and Rydell seconded the motion. VOTE: Five voted AYE. Motion passed.

After a brief discussion on the pros and cons of an appointment of a council member on the Taylor Economic Development Corporation Board Mayor Hill moved to appoint Council Member Osborn to the TEDC and Council Member Ancira seconded the motion. VOTE: Four voted AYE; One vote NO (Rydell). Motion passed.

12. CONSIDER ACCEPTING GRANT FROM WILLIAMSON COUNTY CRIME STOPPERS.

Dan Ramsey, Interim Police Chief, presented a request to formally accept a grant from Williamson County Crime Stoppers in the amount of \$9,942. The funds will be applied to the purchase of a computer server and identification card making system.

Mayor Pro Tem Gonzales moved to accept the grant as presented and Council Member Osborn seconded the motion. VOTE: Five voted AYE. Motion passed.

ORDINANCES

13. DISCUSS THE FORMATION OF A STREET MAINTENANCE AND CONSTRUCTION UTILITY.

Council Member Osborn moved to table this item until the next meeting (March 14, 2013) and Council Member Rydell seconded the motion. VOTE: Five voted AYE. Motion passed.

14. CONSIDER APPROVING ORDINANCE 2013-06 CALLING A CHARTER AMENDMENT ELECTION.

Mr. Straub presented a request for Council to consider delaying any action on calling a special election to amend the city charter until November, 2013 to allow more time to educate the public on why these changes are important. Council was in general agreement on this point and no action was taken on this item.

15. CONSIDER APPROVING ORDINANCE 2013-01 AMENDING ORDINANCE 98-18 REGARDING THE PARKS AND RECREATION ADVISORY BOARD AND CONFIRM APPOINTMENTS.

Mr. Straub presented a revised ordinance for further consideration regarding the Parks and Recreation Advisory Board structure and responsibilities. Mayor Hill requested that current members be asked to resubmit applications and that each Council Member be allowed to submit two names with the Mayor submitting three for consideration as well as the Taylor Independent School District (TISD) submitting one student name.

Mayor Hill moved to approve Ordinance 2013-01 with amendments as stated increasing the total number of members to 12, of which one will be a student member, and that all members will be newly appointed with three members appointed by the Mayor and each council member appointing two members with the Mayor appointing three. Council Member Osborn seconded the motion. VOTE: Four voted AYE; 1 vote NO (Rydell). Motion passed.

ORDINANCE 2013-01

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, ESTABLISHING A PARKS AND RECREATION ADVISORY BOARD; ESTABLISHING THE PURPOSE, COMPOSITION AND TERM OF THE BOARD; PROVIDING SAVINGS AND REPEALER CLAUSES.

16. EXECUTIVE SESSION. The Taylor City Council will conduct a closed executive meeting under The Taylor City Council will hold a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, in accordance with the authority contained in Section 551.074 to discuss personnel matters.

- Annual evaluation of City Manager

Mayor Hill and council members retired to closed session at 8:49 pm.

17. CONSIDER ACTION FROM EITHER EXECUTIVE SESSION.

Mayor Hill resumed the open meeting at 11:02 p.m. and stated that there was no action taken on any issue during Executive Session. Mayor Hill and Council members expressed their appreciation to Mr. Dunaway and staff for their efforts and agreed to seek funds for salary increases as they become available in the future.

ADJOURN

With no further business; Mayor Hill adjourned the meeting at 11:07 p.m.

ATTEST:

Don Hill, Mayor

Susan Brock, City Clerk



***City Council Meeting
October 24, 2013
Agenda Item Transmittal***

Agenda Item #: 13

Agenda Title: Consider award of one individual contract for 404 Stacy Drive in the amount of \$18,200 to Precision Construction, LLC under the Amy Young Barrier Removal Program Contract No. 1001593 with the Texas Department of Housing and Community Affairs.

Council Action to be taken: Approve, Deny, Table

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

The original application was not completed in time to have been included in the five homes recently awarded by the Council. This home is located at 404 Stacy. The applicant is Ms. Pauline Diaz.

2. DESCRIPTION/ JUSTIFICATION

As current funding levels in the AYBR Program were only sufficient to cover the costs of repairs to one more home at this time, a small purchase procurement methodology was employed to recommend the award of one contract in an amount well under the threshold for formal, sealed bids.

Four viable bidders were contacted and offered the opportunity to bid; however, only two bids were received.

Precision - bid \$18,200
Valdez - bid \$20,825

This represents sufficient free and open competition to award a contract under this informal procurement strategy. The low bidder for the purposes of an individual contract award was the responsible bidder offering the lowest aggregate price for the base bid plus those alternative bids (if any) for a given home that provide the most features of work within the funds available for each home at the bid opening.

Please see the attached spreadsheet detailing the bids that were received.

As you know, the Amy Young Barrier Removal (AYBR) Program provides grants of up to \$20,000, in combined hard and soft (administrative) costs, for Persons with Disabilities, whose household income does not exceed 80% of the Area Median Family Income (AMFI). The grants provide modifications necessary for accessibility and the elimination of substandard or hazardous conditions within the homes to be assisted.

Mr. Robb Stevenson, who is with Langford Community Management Services, is the City's program administrator and will be at the meeting to address the Council.

3. FINANCIAL/BUDGET

The project is entirely funded by the State's Amy Young Barrier Removal Program.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends that the bid be awarded to Precision Construction, LCC in the amount of \$18,200.

6. REFERENCE FILES

13a . [Precision Bid](#) response

13b. [Valdez Bid](#) response

13c. [Bid talley](#)

**Amy Young Barrier Removal Program
Work Write-up Specifications Form**

17. All electrical work must meet the National Electrical Code adopted by the city or by the state for counties and be completed by a state licensed electrician.
18. All plumbing work must meet the International Plumbing Code adopted by the city or by the state for counties and be completed by a state licensed plumber.
19. On-site portable toilets and dumpsters (or other means of debris removal) shall be provided by the contractor.
20. If digging is required for building a ramp, the contractor is responsible for utilities located prior to breaking ground.
21. It is the Contractor's responsibility to comply with all applicable permitting requirements.
22. Contractor is responsible for ensuring that new work does not violate or encroach on property lines, setbacks or easements.

BASE BID ITEMS

Inspection Item	Description and exact location of item Type and action required and/or needed (expand fields if necessary)	Square feet, linear feet, or # of items	Estimated cost per sq. ft., or per item (including labor)	Total Hard Costs	Accessible or Health and Safety Cost
Site Work					
Dumpster	The contractor shall clean construction debris from the dwelling and move to a dumpster or legal landfill at least once each week and leave the property in broom clean condition. In occupied dwellings, debris shall be removed from living quarters daily.	1		\$ 150	Access
Site Toilet	Provide on-site portable toilet	1		\$ -0-	Access
Building Permits	Contractor is responsible for obtaining all required permits. Only budget permits for base bid items here. (Permits for alternate items to be included with corresponding alternate bid line items, if applicable)	?		\$ -0-	Access
Doors					
Exterior Doors	At main entrance to home, remove studs to widen door opening. Install double stud and toenail using 3-8d nails to each the top and bottom plates and extend header to newly installed studs. Install a new, energy star qualified, 36" x 80" prehung outswing steel entry door with windows at top of door to include trim and hardware. Homeowner to select color and trim. Door shall be hung plumb and level.	1		\$ 400	Access
Doorknob Replacement	Install one single lever handle doorknob, and privacy lockset equal to Kwikset or approved equal. Lock-set shall have a 10-yr mechanical and 5-yr finish warranty.				
Diaz Residence 404 Stacy Dr. - Page 2		1		\$ 75	Access

**Amy Young Barrier Removal Program
Work Write-up Specifications Form**

Ramps	Install accessible ramp and deck				Access
		Remove and properly dispose of inadequate ramp and dilapidated addition to manufactured home. The intention is to save the existing 8' x 8' roof on top of the addition and convert to a porch roof/overhang above front door. Support roof with (2) 4x4 posts anchored in concrete no less than 18" below grade and a 4x6 beam. Tear down a section of fence, as necessary to build the ramp; secure fence, add a post if necessary. Construct a wood deck at a height to allow a no-step entry into the home and provide a landing for the wheelchair ramp at the southeast corner of the deck. Home is a manufactured home on blocks approximately 30" above grade at the main entry. New deck not to be secured directly to manufactured home, other than the existing roof. The main portion of the deck shall be 8' deep x 18' long, excluding the ramp, wood landing and stairs. Construct, in yard, starting to the left of the 90 degree intersection of the existing concrete walkway, a 4" thick, 5' wide x 5' long concrete landing with 6" x 6" #6 gauge wire mesh over 2" compactable gravel. Top of landing shall be 1/2" above grade. Finish shall be broom finish. From concrete pad, construct a wood wheelchair ramp that is 32' long x 3' 4" wide. New ramp to about the deck lengthwise and have three 2" x 6" main structural runners. The slope of the entire ramp shall be no greater than 1:12. Ramp to terminate into a wooden landing at height of deck that is, at a minimum, 3' 4" wide and 5' long. Deck posts and ramp end runners supported and anchored to 4" x 4" wooden posts on a maximum of 6' centers and be embedded with concrete no less than 18" into the ground. Middle runner shall be anchored into the newly constructed 2" x 6" decking. Decking to be 2" x 6" laid flat crown up and screwed with 2 1/2" decking screws into the main runners. Construct, to the right of the ramp, 36" wide new wood steps at front of deck with 2" x 12" stringers spaced 18" on center. Steps to begin at concrete walkway. Steps to have closed risers and shall be 7-1/4" high, tread width at 11" and nosing requirements at 1-1/2". Approximately 4 steps, exact number of steps to be determined at jobsite. All wood on porch and ramp shall be pressure treated wood and shall not touch dirt. Landing, ramp and deck to be painted with a premium transparent weatherproofing wood finish, such as BEHR Premium Wood Finish, or approved equivalent.	275 SF	\$ 5375	

**Amy Young Barrier Removal Program
Work Write-up Specifications Form**

Ramp, stair and deck railings	Guardrails for the stairs and wheelchair ramp shall include top and bottom rails, handrails and vertical balusters; there shall be railings on both sides of the stairs and ramp. Top rail shall be set at a minimum of 36". Wood handrails shall be attached to guard posts at a 1 1/2" minimum distance from guard rail with corrosion-resistant handrail hardware and have a 1 1/4" - 2" gripping surface and shall be set at 34-36". Handrails on stairs and ramp may be 2x6 material routed and sanded to provide adequate gripping surface. Install guardrails along the entire perimeter of the porch, minus the entrances of the ramp and stairs. Guardrails shall include top and bottom rails and vertical balusters. Top rail shall be set at a minimum of 36" measured from porch floor. All vertical balusters shall not be greater than 4" apart. All bottom rails shall not be more than 4" from porch floor boards. Railings to be painted with a premium transparent weatherproofing wood finish, such as BEHR Premium Wood Finish, or approved equivalent.	95 LF		\$ 950	Access
Accessible Faucets					
Toilet					
Sink					
Walk-In Shower					
Grab Bars					
Countertop and Cabinet Adjustments					
Other Interior or Exterior Handrails					
Buzzing, Flashing or Other Assistive Devices					
Flooring: (Describe)					

**Amy Young Barrier Removal Program
Work Write-up Specifications Form**

Vinyl flooring	Remove and properly dispose of all damaged peel and stick vinyl squares from the living room, kitchen and pieces of carpet from master bedroom. Ensure a sound, flat, clean and dry subfloor base for new flooring that is at least 5/8" thick. Temporarily remove sink pedestal, toilet, etc.; create space for new flooring by sawing off the bottoms of door jambs and vertical moldings, as necessary. Fill any low spots in the old floor with up to 5/8" of floor filler according to manufacturers instructions, trowel over low spots. Replace flooring with moisture-resistant TrafficMaster Allure 12" x 36" Yukon Tan Resilient Vinyl Plank Flooring, Model # 21206, or approved equal. Transition between replaced flooring and front bedrooms where existing flooring will remain.	815 SF		\$ 2,250	Access
Other: (Describe) Rear Entrance Stairs and Handrails	Remove dilapidated wood steps at rear entrance. Construct approximately 4 wooden steps with closed risers at back porch at location of previous steps to provide a no-step entry to home. Construct 36" wide new wood steps with handrails on both sides and with (3) 2" x 12" stringers spaced 18" on center. Steps to have closed risers and shall be at a max riser height of 7 3/4" (riser height shall not deviate by more than 3/8"). Tread width at 10" minimum; and nosing at a maximum of 1 1/4". Number of steps to be determined at job site (approximately 3 steps). End runners shall be secured to 4" x 4" wooden posts with (2) 1/2" through-bolts and washers at each post. The first two guard posts shall be anchored in concrete at least 18" below grade and centered along the first tread. The second two 4" x 4" guard posts shall be secured to the end runners with (2) 1/2" through bolts and washers at each post, anchored in concrete at least 18" below grade and centered along the top tread. Middle stringer shall be secured to the newly constructed 2" x 6" decking. Decking on steps to be 2" x 6" laid flat crown up and screwed with 2 1/2" decking screws into the runners. Guardrails shall include top and bottom rails, handrails and vertical balusters. Top rail shall be set at 36" measured from nosing of step. Wood or metal handrails shall be attached to guard posts at a 1 1/2" minimum distance from guard rail with corrosion-resistant handrail hardware and have a 1 1/4" - 2" gripping surface and shall be set at 36". Handrails may be 2x6 material routed and sanded to provide adequate gripping surface. All wood should be pressure treated wood. Steps and handrail (if wood) to be painted with a premium transparent weatherproofing wood finish, such as BEHR Premium Wood Finish, or approved equivalent.	9 SF		\$ 350	Access

**Amy Young Barrier Removal Program
Work Write-up Specifications Form**

Underpinning	Install hardboard underpinning around the entire home to protect leveling job. Hardboard underpinning rated for ground contact should be installed from the bottom of the home and extend at least 6" below grade. Install crawlspace access door.	188 LF	1	\$ 3450	Access safety
Plumbing leak	Repair plumbing leak underneath master bedroom bathroom.				
Foundation Repair/leveling	Level manufactured home, approximately 1,250 SF; also, relevel HVAC pad and HVAC. Reconstruct and install additional solid concrete block piers and pads, as necessary. Reconstruct all piers out of plumb by more than 1/3 of their thickness. Excavate underneath pads to reach compacted earth, as necessary. Utilize pressure treated wood shims, as necessary.			\$ 4700	
Base Bid Total				Base Bid Total \$	Access

WORK WRITE-UP SPECIFICATIONS FORM SUMMARY

Total Base Bid:	\$ 18700
Alternate Bid Total:	\$ none
Total Bid for this Unit:	\$ 18700

I (we), being legally entitled, herewith submit these bids, and if awarded this work, fully agree to enter into Contract with the OWNER and to complete all work in accordance with the terms, conditions and requirements of the Contract Documents.

Seal if bid by Corp.

RESPECTFULLY SUBMITTED,

Lee Bingham Precision Construction
Legal (printed or typed) name of Bidder

Joe Bingham President
Signature and Title

10-16-13
Date

**Amy Young Barrier Removal Program
Work Write-up Specifications Form**

Applicant/Homeowner:	Pauline Diaz	CA:	City of Taylor
Property Address:	404 Stacy Dr.	Contract #	1001593
		Date of Initial Inspection:	9/27/13
		Date of Work Write-Up:	10/1/13

General Specifications and Requirements for all Amy Young Construction Contracts:

1. All products and materials shall be new in unopened containers and/or packaging.
2. The contractor shall clean construction debris from the dwelling and site to a dumpster or legal landfill at least once each week, and leave the property in broom clean condition. In occupied dwellings, debris shall be removed from living quarters daily.
3. Installation of all products and materials shall be according to the manufacturer's instructions.
4. "Install" means to purchase, deliver, set up, test and warrant a new component.
5. "Replace" means to remove and dispose of original material, purchase new material, deliver, install, test and warrant.
6. "Repair" means to return a building component to like new condition through replacement of parts, adjustment and recoating of parts.
7. "Reinstall" means to remove, clean, store and install a component.
8. Items identified as required for locally adopted housing standards (Housing Quality Standards, code or other applicable standard as detailed in Program Guidelines) must be performed/installed prior to final payment.
9. A detailed list of work items identified by location (i.e. North, South, East, or West sides) or room shall be included.
10. Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.
11. New materials shall be matched with existing materials so that patching work is consistent with surrounding surfaces.
12. All Change Orders must be approved by TDHCA prior to expense being incurred or work performed.
13. Any additional cost due to product or material upgrades is solely the contractor's expense unless authorized by the Contract Administrator and approved by TDHCA.
14. The contractor shall not enter into separate side agreements with the homeowner (or anyone else) to do additional work outside of the Work Write-up or in exchange for work on the Work Write-up.
15. Payment requests shall be based on satisfactory completion of individual or groups of spec items, verified by the Contract Administrator.
16. The contractor is responsible for, and shall verify all field dimensions, sizes, quantities, square footages, lineal footages, etc. before ordering materials, products or supplies. Quantities, square footages, linear footages, etc. listed on the Work Write-up are for the convenience of the contractor. THDCA and the Contract Administrator neither make nor imply any guarantee for the accuracy of these numbers.

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17. All electrical work must meet the National Electrical Code adopted by the city or by the state for counties and be completed by a state licensed electrician.
18. All plumbing work must meet the International Plumbing Code adopted by the city or by the state for counties and be completed by a state licensed plumber.
19. On-site portable toilets and dumpsters (or other means of debris removal) shall be provided by the contractor.
20. If digging is required for building a ramp, the contractor is responsible for utilities located prior to breaking ground.
21. It is the Contractor's responsibility to comply with all applicable permitting requirements.
22. Contractor is responsible for ensuring that new work does not violate or encroach on property lines, setbacks or easements.

BASE BID ITEMS

Inspection Item	Description and <u>exact</u> location of Item Type and action required and/or needed (expand fields if necessary)	Square feet, linear feet, or # of items	Estimated cost per sf, lf, or per item (including labor)	Total Hard Costs	Accessible or Health and Safety Cost
Site Work					
Dumpster	The contractor shall clean construction debris from the dwelling and move to a dumpster or legal landfill at least once each week and leave the property in broom clean condition. In occupied dwellings, debris shall be removed from living quarters daily.	1		\$ 350.00	Access
Site Toilet	Provide on-site portable toilet	1		\$	Access
Building Permits	Contractor is responsible for obtaining all required permits. Only budget permits for base bid items here. (Permits for alternate items to be included with corresponding alternate bid line items, if applicable).	?		\$ 0	Access
Doors					
Exterior Doors	At main entrance to home, remove studs to widen door opening. Install double stud and toenail using 3-8d nails to each the top and bottom plates and extend header to newly installed studs. Install a new, energy star qualified, 36" x 80" prehung outswing steel entry door with windows at top of door to include trim and hardware. Homeowner to select color and trim. Door shall be hung plumb and level.	1		\$ 750.00	Access
Doorknob Replacement	Install one single lever handle doorknob, and privacy lockset equal to Kwikset or approved equal. Lock-set shall have a 10-yr mechanical and 5-yr finish warranty.				
Diaz Residence 404 Stacy Dr. - Page 2		1		\$ 225.00	Access

**Amy Young Barrier Removal Program
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Ramps					
Install accessible ramp and deck	Remove and properly dispose of inadequate ramp and dilapidated addition to manufactured home. The intention is to save the existing 8' x 8' roof on top of the addition and convert to a porch roof/overhang above front door. Support roof with (2) 4x4 posts anchored in concrete no less than 18" below grade and a 4x6 beam. Tear down a section of fence, as necessary to build the ramp; secure fence, add a post if necessary. Construct a wood deck at a height to allow a no-step entry into the home and provide a landing for the wheelchair ramp at the southeast corner of the deck. Home is a manufactured home on blocks approximately 30" above grade at the main entry. New deck not to be secured directly to manufactured home, other than the existing roof. The main portion of the deck shall be 8' deep x 18' long, excluding the ramp, wood landing and stairs. Construct, in yard, starting to the left of the 90 degree intersection of the existing concrete walkway, a 4" thick, 5' wide x 5' long concrete landing with 6" x 6" #6 gauge wire mesh over 2" compactable gravel; top of landing shall be 1/2" above grade. Finish shall be broom finish. From concrete pad, construct a wood wheelchair ramp that is 32' long x 3' 4" wide. New ramp to abut the deck lengthwise and have three 2" x 6" main structural runners. The slope of the entire ramp shall be no greater than 1:12. Ramp to terminate into a wooden landing at height of deck that is, at a minimum, 3' 4" wide and 5' long. Deck posts and ramp end runners supported and anchored to 4" x 4" wooden posts on a maximum of 6' centers and be embedded with concrete no less than 18" into the ground. Middle runner shall be anchored into the newly constructed 2" x 6" decking. Decking to be 2" x 6" laid flat crown up and screwed with 2 1/2" decking screws into the main runners. Construct, to the right of the ramp, 36" wide new wood steps at front of deck with 2" x 12" stingers spaced 18" on center. Steps to begin at concrete walkway. Steps to have closed risers and shall be 7-1/4" high, tread width at 11" and nosing requirements at 1-1/2". Approximately 4 steps, exact number of steps to be determined at jobsite. All wood on porch and ramp shall be pressure treated wood and shall not touch dirt. Landing, ramp and deck to be painted with a premium transparent weatherproofing wood finish, such as BEHR Premium Wood Finish, or approved equivalent.				
		275 SF		\$ 4900.00	Acess

**Amy Young Barrier Removal Program
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Ramp, stair and deck railings	Guardrails for the stairs and wheelchair ramp shall include top and bottom rails, handrails and vertical balusters; there shall be railings on both sides of the stairs and ramp. Top rail shall be set at a minimum of 36". Wood handrails shall be attached to guard posts at a 1 1/2" minimum distance from guard rail with corrosion-resistant handrail hardware and have a 1 1/4" - 2" gripping surface and shall be set at 34-36". Handrails on stairs and ramp may be 2x6 material routed and sanded to provide adequate gripping surface. Install guardrails along the entire perimeter of the porch, minus the entrances of the ramp and stairs. Guardrails shall include top and bottom rails and vertical balusters. Top rail shall be set at a minimum of 36" measured from porch floor. All vertical balusters shall not be greater than 4" apart. All bottom rails shall not be more than 4" from porch floor boards. Railings to be painted with a premium transparent weatherproofing wood finish, such as BEHR Premium Wood Finish, or approved equivalent.	95 LF		\$ 1500.00	Access
Accessible Faucets					
Toilet					
Sink					
Walk-in Shower					
Grab Bars					
Countertop and Cabinet Adjustments					
Other Interior or Exterior Handrails					
Buzzing, Flashing or Other Assistive Devices					
Flooring: (Describe)					

**Amy Young Barrier Removal Program
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Vinyl flooring	Remove and properly dispose of all damaged peel and stick vinyl squares from the living room, kitchen and pieces of carpet from master bedroom. Ensure a sound, flat, clean and dry subfloor base for new flooring that is at least 5/8" thick. Temporarily remove sink pedestal, toilet, etc.; create space for new flooring by sawing off the bottoms of door jambs and vertical moldings, as necessary. Fill any low spots in the old floor with up to 5/8" of floor filler according to manufacturers instructions, trowel over low spots. Replace flooring with moisture-resistant TrafficMaster Allure 12" x 36" Yukon Tan Resilient Vinyl Plank Flooring, Model # 21206, or approved equal. Transition between replaced flooring and front bedrooms where existing flooring will remain.	815 SF		\$ 3800.00	Access
Other: (Describe)					
Rear Entrance Stairs and Handrails	Remove dilapidated wood steps at rear entrance. Construct approximately 4 wooden steps with closed risers at back porch at location of previous steps to provide a no-step entry to home. Construct 36" wide new wood steps with handrails on both sides and with (3) 2" x 12" strigers spaced 18" on center. Steps to have closed risers and shall be at a max riser height of 7 3/4" (riser height shall not deviate by more than 3/8"); tread width at 10" minimum; and nosing at a maximum of 1 1/4". Number of steps to be determined at job site (approximately 3 steps). End runners shall be secured to 4" x 4" wooden posts with (2) 1/2" through-bolts and washers at each post. The first two guard posts shall be anchored in concrete at least 18" below grade and centered along the first tread. The second two 4" x 4" guard posts shall be secured to the end runners with (2) 1/2" through bolts and washers at each post, anchored in concrete at least 18" below grade and centered along the top tread. Middle stringer shall be secured to the newly constructed 2" x 6" decking. Decking on steps to be 2" x 6" laid flat crown up and screwed with 2 1/2" decking screws into the runners. Guardrails shall include top and bottom rails, handrails and vertical balusters. Top rail shall be set at 36" measured from nosing of step. Wood or metal handrails shall be attached to guard posts at a 1 1/2" minimum distance from guard rail with corrosion-resistant handrail hardware and have a 1 1/4" - 2" gripping surface and shall be set at 36". Handrails may be 2x6 material routed and sanded to provide adequate gripping surface. All wood should be pressure treated wood. Steps and handrail (if wood) to be painted with a premium transparent weatherproofing wood finish, such as BEHR Premium Wood Finish, or approved equivalent.	9 SF		\$ 750.00	Access

**Amy Young Barrier Removal Program
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Underpinning	Install hardiboard underpinning around the entire home to protect leveling job. Hardiboard underpinning rated for ground contact should be installed from the bottom of the home and extend at least 6" below grade. Install crawlspace access door.	188 LF		\$ 2200.00	Access
Plumbing leak	Repair plumbing leak underneath master bedroom bathroom.	1		\$ 550.00	safety
Foundation Repair/leveling	Level manufactured home, approximately 1,250 SF; also, releve HVAC pad and HVAC. Reconstruct and install additional solid concrete block piers and pads, as necessary. Reconstruct all piers out of plumb by more than 1/3 of their thickness. Excavate underneath pads to reach compacted earth, as necessary. Utilize pressure treated wood shims, as necessary.	1		\$ 5800.00	Acess
Base Bid Total			Base Bid Total	\$ 20,825.00	

WORK WRITE-UP SPECIFICATIONS FORM SUMMARY

Total Base Bid: \$ 20,825.00
Alternate Bid Total: \$ none
Total Bid for this Unit: \$ 20,825.00

I (we), being legally entitled, herewith submit these bids, and if awarded this work, fully agree to enter into Contract with the OWNER and to complete all work in accordance with the terms, conditions and requirements of the Contract Documents.

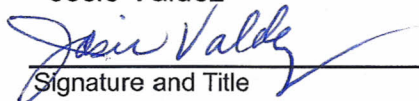
Seal if bid by Corp.

RESPECTFULLY SUBMITTED,

Valdez Remodeling & Weatherization Inc.

Legal (printed or typed) name of Bidder

Josie Valdez


Signature and Title

President

10/9/13
Date

Contractor: Precision Construction, LLC

HOMEOWNER	ADDRESS	BID	PROJ. AWARD
Diaz	404 Stacy Dr.	\$18,200.00	\$18,200.00

Contractor: Valdez Remodeling & Weatherization, Inc.

HOMEOWNER	ADDRESS	BID	PROJ. AWARD
Diaz	404 Stacy Dr.	\$20,825.00	



***City Council Meeting
October 24, 2013
Agenda Item Transmittal***

Agenda Item #: 14

Agenda Title: Consider introducing Ordinance 2013-28 establishing School Zones in the City of Taylor.

Council Action to be taken: Introduce Ordinance # 2013-28

Initiating Department: City Administration

Staff Contact: Jeff Straub, Assistant City Manager

1. INTRODUCTION/PURPOSE

The purpose of the introduction and subsequent passage of this ordinance is to extend the school zone on T.H. Johnson from the 300 block to the 200 block, thereby allowing the school zone's reduced speed to be in effect in the area of the new Main Street Campus' crosswalk. There are no other changes to this ordinance.

2. DESCRIPTION/ JUSTIFICATION

During renovation of the Main Street Campus, TISD constructed private drives and a crosswalk for access to the campus. The crosswalk was constructed about 1 block east of the previous T.H. Johnson school zone (300 blk. which is marked with flashing signals.). To slow traffic for protection of the children in the crosswalk, staff has already relocated the school zone signal to the 200 block of T.H. Johnson. The introduction and subsequent passage of this ordinance would minimize the efficacy of any appeal should law enforcement action be taken for speeding in this school zone.

There are no other changes to this ordinance.

3. FINANCIAL/BUDGET

n/a

4. TIMELINE CONSIDERATIONS

ASAP

5. RECOMMENDATION

Staff recommends introduction of this ordinance.

6. REFERENCE FILES

14a. [Ordinance 2013-28](#)

ORDINANCE NO. 2013-28

ORDINANCE ESTABLISHING SCHOOL ZONES WITHIN THE CITY OF TAYLOR, TEXAS, AT LOCATIONS SET FORTH HEREIN; ESTABLISHING REDUCED SPEED LIMITS WITHIN THE ESTABLISHED SCHOOL ZONES DURING THE HOURS SET FORTH HEREIN OR WHEN DESIGNATED BY A FLASHING SIGN; PROVIDING FOR A FINE OR PENALTY OF THIS ORDINANCE AS A MISDEMEANOR SUBJECT TO A FINE NOT TO EXCEED \$500.00 FOR EACH OFFENSE, EXCEPT HOWEVER, WHERE A DIFFERENT PENALTY HAS BEEN ESTABLISHED BY STATE LAW FOR SUCH OFFENSE, IN WHICH EVENT THE PENALTY SHALL BE FIXED BY STATE LAW AND IF DEEMED A VIOLATION OF ANY PROVISION THAT GOVERNS FIRE SAFETY, ZONING, OR PUBLIC HEALTH AND SANITATION, THE PENALTY SHALL NOT EXCEED THE SUM OF \$2,000.00 FOR EACH OFFENSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the Texas Transportation Code delegates powers to cities for regulation of the operation of motor vehicles on public roads within the jurisdiction of the City; and

WHEREAS, it is within the police powers of the City of Taylor, Texas, to regulate the operation of motor vehicles on the streets within the City; and

WHEREAS, it is reasonable and necessary under such police powers to regulate the operation of motors vehicles with regard to school zones designated herein and to impose a penalty for violation of this Ordinance.

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. The following street location are hereby designated school zones within the City of Taylor, Texas, and each designated school zone shall have a reduced speed limit at the times or when designated by a flashing light as set forth herein:

a. 300 to 400 blocks on West 9th Street is designated as a school zone and shall have a speed limit of 20 miles per hour during the hours beginning at 7:00 am and ending at 4:30 pm daily except Saturdays and Sundays, or on any week day on which the Taylor Public Schools are not providing educational instruction to students;

b. 100 to 400 blocks on Mallard Lane is designated a school zone and shall have a speed limit of 20 miles per hour when the school zone has a flashing light designating the 20 mile per hour speed limit;

c. 500 to 600 blocks on Mallard Lane is designated a school zone and shall have a speed limit of 20 miles per hour when the school zone has a flashing light designating the 20 mile per hour speed limit;

d. 1500 to 1700 blocks on Mallard Lane is designated a school zone and shall have a speed limit of 20 miles per hour when the school zone has a flashing light designating the 20 mile per hour speed limit;

e. 200 to 700 blocks on T. H. Johnson Drive is designated a school zone and shall have a speed limit of 20 miles per hour when the school zone has a flashing light designating the 20 mile per hour speed limit;

f. 1700 to 2600 blocks on North Drive is designated a school zone and shall have a speed limit of 20 miles per hour during the hours of 7:15 am to 8:15 am daily except Saturdays and Sundays, or on any week day on which the Taylor Public Schools are not providing educational instruction to students;

g. 2900 to 3100 blocks on North Drive is designated a school zone and shall have a speed limit of 20 miles per hour when the school zone has a flashing light designating the 20 mile per hour speed limit;

h. 400 to 600 blocks on Washburn Street is designated a school zone and shall have a speed limit of 20 miles per hour during the hours of 7:30 am to 4:00 pm daily except Saturdays and Sundays, or on any week day on which the Taylor Public Schools are not providing educational instruction to students;

i. 400 to 600 blocks on Elliott Street is designated a school zone and shall have a speed limit of 20 miles per hour during the hours of 7:30 am to 4:00 pm daily except Saturdays and Sundays, or on any week day on which the Taylor Public Schools are not providing educational instruction to students;

j. 600 block on Fowzer Street is designated a school zone and shall have a speed limit of 20 miles per hour during the hours of 7:00 am to 4:00 pm daily except

Saturdays and Sundays, or on any week day on which the Taylor Public Schools are not providing educational instruction to students;

SECTION 3. It shall be a violation of this Ordinance to operate a vehicle that exceeds the proscribed speed limit established for a school zone during the hours a speed limit is imposed for the school zone or while the speed limit for the school zone is shown by a flashing light.

SECTION 4. The City of Taylor shall have signs conforming to the laws of the State of Texas installed designating the school zones herein above established.

SECTION 5. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be subjected to a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, except where a different penalty has been established by state law for such offense, and for any violation of any provision which governs fire safety, zoning or public health or sanitation, which shall be punished by a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation is continued shall be deemed to constitute a separate offense.

SECTION 6. If any paragraph, sentence, phrase or other portion of this Ordinance should be declared to be unconstitutional or invalid 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 7. All provisions of any Ordinance of the City of Taylor, Texas, in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 8. The City Clerk is hereby authorized and directed to publish the caption of this Ordinance, together with the penalty provision contained therein, in the manner and for the length of time prescribed by law.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Taylor, Texas, on the 24th day of October, 2013.

Jesse Ancira, Jr. 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. 2013-28, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2013, 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 _____, 2013.

Susan Brock
City Clerk



City Council Meeting October 24, 2013 Agenda Item Transmittal

Agenda Item #: 15
Agenda Title: Consider appointments to the Planning and Zoning Commission, the Comprehensive Plan Implementation Committee and the Zoning Board of Adjustments.

Council Action to be taken: Approve as presented or seek additional applicants

Initiating Department: City Administration

Staff Contact: Susan Brock, City Clerk
Bob vanTil, Planning and Development

1. INTRODUCTION/PURPOSE

This item is to appoint a new member to fill a vacancy on the Planning and Zoning Commission, the Zoning Board of Adjustments (which currently has two vacancies), and the CPIC Mayor's appointment.

2. DESCRIPTION/ JUSTIFICATION

An application has been received from Mr. Rick Selin who expressed an interest in serving on the Planning and Zoning Commission and/or the CPIC. Currently, the only vacancy on the CPIC is the one to be appointed by the Mayor.

Ms. Nancy Talley has submitted an application for the ZBA.

No other applications are on file for any of these committees at this time.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

The Planning and Zoning Commission does not make recommendations to the Council for any appointments. No other applications have been received.

6. REFERENCE FILES

- 15a. [Planning and Zoning](#) Application and Roster.
- 15b. [Zoning Board of Adjustments](#) Application and Roster
- 15c. [CPIC Roster](#)



City of Taylor

Boards and Committee

Application

RECEIVED

SEP 2 5 2013

PLEASE TYPE OR PRINT CLEARLY:

Name **Ricky L. Selin**

Address (Residence and Mailing)

2202 Gladnell Street, Taylor TX

How long at this residence? **6 months**

Phone (Home)

Cell Phone **(512) 422-2527**

Fax

Email **rick_selin@hotmail.com**

Occupation **Project Manager**

Employer **Texas Military Department**

Address **2200 W 35th St, Bldg 1, Austin TX**

Work Phone **(512) 782-6035**

Business owner? ☐ Yes ☒ No

Additional information? **Member of Texas Army National Guard**

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : **1. Planning and Zoning Commission, 2. Comprehensive Planning and Implementation Committee**

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

Please see attached resume

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature **Rick Selin**

Date **24SEP13**

SUMMARY OF QUALIFICATIONS

- ◆ Over nine years total experience in construction, maintenance, inspection, and quality assurance and quality control testing of public facilities.
- ◆ Over four years total experience providing project management duties in various industries including: business processes, food services, non-profit organizations, construction, and research.
- ◆ Over nineteen years of customer service experience in various industries including: newspaper circulation, cashiering, food service, retail, call-centers, sales, billing support, service and maintenance, and research.
- ◆ Completion of City of Austin Project Manager Academy.
- ◆ Master of Public Administration degree in Public Works.
- ◆ Master of Science degree in Project Management.
- ◆ Bachelor of Business Administration degree in Management.
- ◆ Associate of Science degree in Engineering.
- ◆ Currently pursuing Associate of Applied Science degree in Homeland Security and Emergency Management.

TECHNICAL SKILLS

- ◆ MS Word, MS Excel, MS PowerPoint, MS Project, MS Access, C#, MS FrontPage, HANSEN asset and maintenance database, AMANDA permitting database, CIS/CC&B billing systems, Telog Enterprise database, GIS maps, AutoCAD, CostWorks.
- ◆ Experience operating various types of heavy equipment including: dump trucks, back hoes, flusher/vactor trucks, frontend loaders, track hoes, trailers.

RELEVANT EXPERIENCE

Project Manager I, State of Texas - Texas Military Department, Austin, TX

May 2013 – Present

- ◆ Manage design and construction of facility projects with budgets up to \$3.1 million. Plan and coordinate projects. Coordinate project activities with other work groups, other departments, architects/engineers, and contractors. Monitor and manage project schedules. Develop project scopes of work. Develop project requirements. Perform stakeholder analysis and interviews. Communicate with stakeholders. Draft, compile, and distribute project documentation. Conduct site visits. Perform site inspections. Attend pre-bid, bid opening, and project status meetings. Solicit bids for services. Coordinate and delegate responsibilities and assignments to project team members. Perform research on facilities and sites. Develop project cost estimates. Interpret and enforce state and federal regulations during project processes.

Officer Candidate, Texas Army National Guard - HQ 49th FMCO, San Marcos, TX

Mar. 2013 - Present

- ◆ Currently in training to become an officer. Perform leadership duties of teams, squads, and platoons ranging in size from 3-35 personnel as needed. Perform janitorial duties.

Specialist, Texas Army National Guard - HQ 49th FMCO, San Marcos, TX

May 2012 - Feb. 2013

- ◆ Perform financial management technician duties as needed. Audit equipment. Perform vehicle/equipment maintenance. Transport equipment. Maintain/update property book. Perform janitorial duties.

Engineering Associate B, City of Austin - Austin Water Utility, Austin, TX

Jan. 2013 - May 2013

- ◆ Retrieve and monitor wastewater flow meter data for billing purposes. Analyze wastewater flow data by site to determine potential sources of equipment failure and lost revenue. Calculate utility consumption estimates using department approved methodology. Perform quality assurance and quality control review of data. Install electronic telemetry equipment. Compile data for utility billing. Coordinate work activities between various internal departments including: engineering, maintenance, construction, customer service, billing, permitting, and inspections. Solicit service quotes from vendors. Prepare purchase order requests. Coordinate work activities with external customers and service vendors. Utilize HANSEN (assets and maintenance management system) and Telog (flow meter data) databases. Read and interpret maps, grids, intersections, plans, and profiles. Utilize GIS maps. Troubleshoot electronic equipment at flow meter sites. Plan, coordinate, manage, and/or execute assigned projects and programs related to wastewater flow meters in a lead role. Perform extensive data entry. Provide customer service. Draft customer correspondence. Review and verify utility plan information. Establish and track performance measures and report results for assigned programs/projects. Create schedules for routine maintenance tasks. Provide technical guidance. Assist as project team member. Respond to emergency sanitary sewer overflows. Recommend solutions for sanitary sewer overflow recovery efforts. Draft sanitary sewer overflow reports for submission to TCEQ. Review and evaluate CCTV video of wastewater lines. Audit equipment and sites. Document product, vendor, and equipment specifications.

Project Manager/Pastry Assistant Intern, Dollface Delights, Austin, TX

Aug. 2009 - Feb. 2013

- ◆ Assist organization with company setup and expansion. Assist in the planning of events. Create project plans and schedules for events. Create project/event cost estimates. Perform cost-benefit analysis for projects. Perform revenue

Ricky L. Selin

rick_selin@hotmail.com

2202 Gladnell Street
Taylor, Texas 76574
(512) 422-2527

forecasting for projects/events. Input project data into MS Project. Set deadlines. Identify milestones. Perform research relevant to each project/event. Draft/edit organizational documents for records and marketing/communications. Communicate with project sponsor and company owner. Assist in website design. Assist with rebranding effort. Assist with event delivery/performance. Supervise team of 1-2 workers during setup and delivery of events. Deliver customer orders. Assist with pastry construction and decoration using various techniques.

Utility Account Analyst, City of Austin - Austin Water Utility, Austin, TX

Nov. 2008 - Jan. 2013

- ◆ Identified account issues/errors that lead to a 53% increase in recovered revenue for Fiscal Year 2009 as compared to the revenue recovered for Fiscal Year 2008 (\$2,605,526 of revenue recovered in FY09 compared to \$1,700,069 of revenue recovered in FY08).
- ◆ Research utility service connections and availability. Determine and calculate fees for utility service connections. Communicate research and fee evaluation findings to internal and external customers. Sell commercial and residential utility service connections. Review and verify utility plan information. Evaluate utility service requirements. Coordinate work activities between various internal departments including: engineering, maintenance, construction, customer service, billing, permitting, and inspections. Process sale and refund transactions. Perform quality assurance and quality control peer review of account adjustments, set-up, and sale transactions. Audit fees and sale transactions. Compile data and facts for CAFs and public information requests. Identify and correct errors in utility account setup. Provide customer service. Attend management and interdepartmental meetings in supervisor's absence. Draft customer correspondence. Utilize HANSEN (assets and maintenance management system), AMANDA (permitting system), CIS/CC&B (utility billing), WRAP (Water Revenue Analysis Program), and BAS (Billing Adjustment System) databases. Read and interpret maps, grids, intersections, plans, and profiles. Assist with conflict resolution. Utilize GIS maps. Plan, coordinate, manage, and/or execute assigned projects and programs related to Retail Customer Service and Taps in a lead role. Perform extensive data entry. Review permitting requirements. Perform and review utility account adjustments. Serve as customer point of contact for water/wastewater related issues. Analyze water consumption data by account premises to determine potential sources of lost revenue in accordance with the Revenue Recovery Plan. Calculate utility consumption estimates using department approved methodology. Assign, delegate, and distribute task responsibilities and assignments to customer service representatives as needed. Recommend staff for project assignments. Establish and track performance measures and report results for assigned programs/projects. Create process documentation. Research and propose policy amendments. Create and conduct presentations, demonstrations, and training. Provide technical guidance on field issues related to utility service connections. Provide on the job training to new employees. Follow utility service regulations and standards. Assist as project team member. Act as team lead for revenue recovery efforts. Assist with planning and documentation for implementation of new utility billing system (CC&B) and new permitting system (AMANDADA). Perform quality assurance and quality control testing for implementation of new utility billing system (CC&B). Act as Emergency Response Team leader for the Consumer Services Division office. Assume lead role over group of 8 coworkers in the absence of supervisor as needed. Draft sections of Consumer Services Division Continuity of Operations Plan. Participate in Continuity of Operations exercises.

Engineering Intern, Intel: Ultimate Engineering Experience, Austin, TX

Jun. 2012 - Jul. 2012

- ◆ Assist organization with company setup and expansion. Assist in the planning of events. Create project plans and schedules for events. Create project/event cost estimates. Perform cost-benefit analysis for projects. Perform revenue forecasting for projects/events. Input project data into MS Project. Set deadlines. Identify milestones. Perform research relevant to each project/event. Draft/edit organizational documents for records and marketing/communications. Communicate with project sponsor and company owner. Assist with event delivery/performance. Supervise team of 1-2 workers during setup and delivery of events. Deliver customer orders. Assist with pastry construction and decoration using various techniques.

Project Manager Intern, Heart House - Austin, Austin, TX

May 2009 - Sep. 2009

- ◆ Assist organization in efforts to document and refine processes for expansion. Organize overall organization goals into manageable projects. Create project plans and schedules. Provide direction and assistance to project team. Input project data into MS Project. Set deadlines. Identify milestones. Conduct weekly planning and status meetings.

Project Management Consultant, St. Edward's University, Austin, TX

May 2009 - Aug. 2009

- ◆ Evaluate the current state of Physical Plant Project Management Office documentation related to contractor bids, schedules, budgets, progress reports, change orders, and request for proposals. Create standardized formats and reports to meet the needs of the Physical Plant Project Management Office. Create templates and guidelines for: project schedule reporting, project budget reporting, project status reporting, and request for proposal/invitation for bid. Create draft of request for proposal/invitation to bid for PMO use on projects. Create project plan for activities. Report status weekly. Compile other project documentation, e.g. schedule, stakeholder analysis, risk management plan, communication plan, etc.

Ricky L. Selin

rick_selin@hotmail.com

2202 Gladnell Street

Taylor, Texas 76574

(512) 422-2527

Project Manager, St. Edward's University, Austin, TX

Jan. 2009 - Apr. 2009

- ◆ Lead a team of 6 classmates to conduct a 4 month long project to research and analyze learning and development program strategies for Casa Luz, a non-profit organization in San Jose, Costa Rica. Functioned as part of a 6 member project management team responsible for an overall team of 30 classmates. Collaborate with team of 5 other Project Managers (and their respective teams) to assist in the research and creation of a new strategic business plan. Define assignments, requirements, and deliverables. Set deadlines. Identify milestones. Schedule, coordinate, and facilitate team meetings. Provide guidance and clarification to team members. Review weekly team progress reports and monitor team performance. Review team deliverables and provide feedback on performance. Perform the overall day-to-day management of the project to ensure that project objectives were achieved within time/cost/quality constraints, while managing stakeholder expectations. Create and maintain project documentation. Report project progress to the sponsor to ensure the project's overall direction and integrity. Perform management of the risks of the project. Responsible for project completion. Perform lessons learned. Conduct final team member performance evaluations. Provide input for final project presentation and hand-off to clients.

Inspector C, City of Austin - Watershed Protect & Development Review, Austin, TX

May 2008 - Nov. 2008

- ◆ Assume lead role over group of 6 coworkers in the absence of lead inspector or supervisor as needed. Perform quality assurance and quality control inspections of contractor installation of water, wastewater, and storm sewer components, streets, curb and gutter, sidewalks and driveways, drainage, and structural concrete to ensure compliance with city and construction plan standards and specifications. Perform quality assurance and quality control inspections of contractor use of traffic controls, erosion controls, and safety controls. Perform quality assurance and quality control review of construction plans. Schedule, coordinate, and facilitate meetings with contractors, construction crews, and engineers. Maintain records and compile documentation. Audit material costs and quantities. Produce construction drawings. Schedule, coordinate, and monitor material and utility quality assurance and quality control testing. Communicate with the public. Provide on the job training to new employees. Provide direction and technical guidance in the field as needed. Provide insight, understanding, and guidance on the policies, procedures, standards & specs., and operations of Austin Water Utility to group inspectors, supervisor, and engineer. Assign/delegate task responsibilities as needed.

Inspector B, City of Austin - Watershed Protect & Development Review, Austin, TX

Jul. 2007 - May 2008

- ◆ Created and maintained a one-stop site & subdivision inspection resource database to be utilized by the inspection field office personnel.
- ◆ Assume lead role over group of 6 coworkers in the absence of lead inspector or supervisor as needed. Perform quality assurance and quality control inspections of contractor installation of water, wastewater, and storm sewer components, streets, curb and gutter, sidewalks and driveways, drainage, and structural concrete to ensure compliance with city and construction plan standards and specifications. Perform quality assurance and quality control inspections of contractor use of traffic controls, erosion controls, and safety controls. Perform quality assurance and quality control review of construction plans. Schedule, coordinate, and facilitate meetings with contractors, construction crews, and engineers. Maintain records and compile documentation. Audit material costs and quantities. Produce construction drawings. Schedule, coordinate, and monitor material and utility testing. Communicate with the public. Provide OTJ training to new employees. Provide direction and technical guidance in the field as needed. Provide insight, understanding, and guidance on the policies, procedures, standards & specs., and operations of Austin Water Utility to group inspectors, supervisor, and engineer. Assign/delegate task responsibilities as needed.

Project Manager, St. Edward's University, Austin, TX

Jan. 2008 - Apr. 2008

- ◆ Lead a team of 2 classmates to conduct a 4 month long project to define and plan a project for the construction of infrastructure to accommodate villages being relocated due to the Three Gorges Dam project in China. Assigned/delegated tasks to team members. Set deadlines/goals. Provide direction and technical guidance to the team. Provide insight into various aspects of project management that they had not been exposed to. Monitor team performance of tasks. Evaluate team performance. Review team member work and provide feedback/input on performance. Compile all appropriate documents and graphs into a project packet. Create and present a 20 minute presentation of the project to the class.

Inspector A, City of Austin - Austin Water Utility, Austin, TX

Sep. 2006 - Jul. 2007

- ◆ Discovered and reported 94 cases of tampering/water theft to the water theft division, resulting in \$14,156.40 of revenue generated by assessed fees (11.8% of total revenue generated by tampering fees).
- ◆ Perform quality assurance and quality control inspections of contractor installation of water and wastewater components to ensure compliance with city and construction plan standards and specifications. Schedule, coordinate, and facilitate meetings with contractors, construction crews, and engineers. Perform quality assurance and quality control review of construction plans. Record daily logs. Maintain records and compile documentation. Audit material costs and quantities. Produce construction drawings. Assist the water theft division by conducting field investigations and providing information and evidence of tampering activities. Utilize database to track water meters and labor and vehicle costs.

Ricky L. Selin

rick_selin@hotmail.com

2202 Gladnell Street

Taylor, Texas 76574

(512) 422-2527

Receive and stock supplies. Audit supplies. Communicate with the public. Provide on the job training to new employees. Provide direction and technical guidance in the field as needed.

Pipeline Technician Assistant, City of Austin - Austin Water Utility, Austin, TX

Mar. 2006 - Sep. 2006

- ◆ Increased operation, accuracy, and performance of assigned wastewater flow meters by 15%.
- ◆ Lead crew of 1 to 5 coworkers as needed. Collect, read, interpret, record, and verify wastewater flow meter data and graphs. Perform investigations and collect data for inflow & infiltration studies and engineers. Troubleshoot flow meters and probes. Maintain records and compile documentation. Provide on the job training to new employees. Assist with attaining EPA wastewater overflow abatement mandates. Supervise confined space entries. Utilize laptop and various types of flow meter software. Read and interpret maps, grids, profiles, and plans. Respond to, investigate, and resolve issues with emergency wastewater line stop-ups and overflows. Utilize camera equipment to inspect wastewater lines. Locate utilities. Utilize GPS equipment. Operate various heavy equipment, flushers, and vactors. Receive and stock supplies and conduct audits. Communicate with the public. Provide direction and technical guidance in the field. Monitor employee performance of tasks. Assign/delegate responsibilities to employees on jobsites. Assist technical training staff in group training of new employees. Assist engineering staff.

Pipeline Technician Associate, City of Austin - Austin Water Utility, Austin, TX

Jan. 2006 - Mar. 2006

- ◆ Lead crew of 1 to 3 coworkers as needed. Perform quality assurance and quality control inspections of new water and reuse water system components to ensure compliance with city standards and specifications. Perform isolation shut-outs on water mains. Review and verify construction plans for water mains, valves, and hydrants. Utilize laptop computer and GIS maps. Locate utilities. Maintain records and compile documentation. Read and interpret maps, grids, intersections, plans, and profiles. Respond to emergency water main breaks. Receive and stock supplies. Audit supplies. Communicate with the public. Provide direction and technical guidance in the field as needed. Provide on the job training to new employees. Monitor employee performance of tasks as needed. Assign/delegate responsibilities to employees on jobsites as needed.

Pipeline Technician Worker, City of Austin - Austin Water Utility, Austin, TX

Feb. 2004 - Jan. 2006

- ◆ Lead crew of 1 to 2 coworkers as needed. Inspect new water lines, valves, hydrants, air release valves, and reuse water lines to insure that city specs are met. Perform isolation shut-outs on water mains. Review and verify construction plans for water mains, valves, and hydrants. Utilize laptop computer and GIS maps. Maintain records and compile documentation. Read and interpret maps, grids, intersections, plans, and profiles. Respond to emergency water main breaks. Perform maintenance on wastewater and water system components. Conduct field investigations. Respond to emergency wastewater line overflows/stop-ups and water line breaks. Utilize camera equipment to inspect wastewater lines. Locate utilities. Operate various heavy equipment, flushers, and vactors. Repair streets and landscaping. Provide on the job training to new employees. Receive and stock supplies. Audit supplies. Communicate with the public. Provide direction and technical guidance in the field as needed. Monitor employee performance of tasks as needed. Assign/delegate responsibilities to employees on jobsites as needed.

Crew Leader, Bessemer Township Public Works, Ramsay, MI

May 2003 - Jul. 2003

- ◆ Lead crew of 1 to 4 coworkers. Maintain parks, ball fields, right-of-ways, buildings, and equipment. Repair, maintain, and install water and wastewater lines. Collect meter readings. Locate utilities. Collect solid waste. Operate and maintain heavy equipment and mowing equipment. Repair streets and landscaping. Perform janitorial duties. Perform office duties as needed. Communicate with the public. Provide on the job training to new employees. Provide direction and technical assistance in the field. Monitor employee performance of tasks. Assign/delegate tasks and responsibilities to employees on jobsites.

Worker, Bessemer Township Public Works, Ramsay, MI

May 2001 - Jan. 2003

- ◆ Maintain parks, ball fields, right-of-ways, buildings, and equipment. Repair, maintain, and install water and wastewater lines. Collect meter readings. Locate utilities. Collect solid waste. Operate and maintain heavy equipment and mowing equipment. Repair streets and landscaping. Perform janitorial duties. Perform office duties as needed. Provide snow removal. Communicate with the public. Provide on the job training to new employees.

OTHER EXPERIENCE

Overnight Freight Processor, Kohl's Department Store, Sunset Valley, TX

Oct. 2003 - Mar. 2004

Election Clerk, Travis County Elections, Austin, TX

Sep. 2003

Concessions Clerk, NMU Recreational Facilities and Services, Marquette, MI

Sep. 2002 - Apr. 2003

Cook, Indianhead Mountain Ski Resort, Wakefield, MI,

Feb. 2001 - Apr. 2001

Cashier/Fryer, Dairy Queen, Bessemer, MI

Feb. 1999 - Mar. 2001

Newspaper Carrier, Ironwood Daily Globe, Ironwood, MI

Nov. 1994 - Sep. 1998

Ricky L. Selin

rick_selin@hotmail.com

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Taylor, Texas 76574

(512) 422-2527

EDUCATION

Associate of Applied Science - Homeland Sec./Emergency Mgt., *Central Texas College*, Killeen, TX Expected: **Dec. 2014**
Associate of Science - Engineering, *Austin Community College*, Austin, TX **Dec. 2012**
Master of Public Administration - Public Works, *Norwich University*, Northfield, VT **Jun. 2011**
Master of Science - Project Management, *St. Edward's University*, Austin, TX **Aug. 2009**
Bachelor of Business Administration - Management, *St. Edward's University*, Austin, TX **Dec. 2006**

SPECIAL TRAINING

Various acquisition courses, *Defense Acquisition University* **May 2013 - Present**
Project Manager Academy, *City of Austin - Public Works Project Management Division*, Austin, TX **May 2008 - Jul. 2010**
Supervisor Academy, *City of Austin - Human Resources*, Austin, TX **Sep. 2007 - May 2013**
Various Texas Engineering Extension Service (TEEX) courses, *City of Austin/TEEX*, Austin TX **Feb. 2004 - May 2013**
Community College Aerospace Scholars, *NASA - Johnson Space Center*, Webster, TX **Apr. 2012**

PUBLICATIONS

Selin, R. (2011). *Water leak billing adjustment policy: City of Austin & general guidelines*. Retrieved from
<http://www.apwa.net/Library/LearnAndGrow/Stone%20Center/Research%20Articles/Selin%20%20Water%20Leak%20Billing%20Adjustment%20Policy.pdf>

BOARD	TERM (Yrs)	MEMBER	APPOINTED	EXPIRES
Planning & Zoning Commission	3	Donna Frazier 1704 Carey Ave (H) 365-6154 (C)965-0372 donnafrazier1704@gmail.com	1/2011	1-2014
	3	Jim Killough 303 Velma (H) 512-352-8299 (C) 512-517518 Bido44@sbcglobal.net	6-2013	1-2016
	3	Todd Osborn 710 West 11th (H) 352-5992 (C)773-3871 ctoiii@hotmail.com	1-2011	1-2014
	3	Don McAlister, Chairman P O Box 526 2107 Mildred St. (H) 365-7068 (C) 917-7527 don.mcalister@austin.rr.com	1-2012	1-2015
	3	Gumie Gonzales 5432 FM 619 (H) 365-1169 (C) 512-656-0789 Ggonzales43@yahoo.com	1-2012	1-2015
Resigned 8-13-2013	3	Thomas Rohlack 1419 Thompson (C) 461-4331 Thomas.rohlack@urs.com	1-2012	1-2015
	3	Eric Weiner 1015 Hackberry (H) 512-309-4159 (C) 512-948-8782 eric@wellempowered.org	7-2013 (Filled an unexpired term)	1-2016
	3	Karen Farley 4400 Timber Crest Dr. (H) 512-309-4830 (C)512-560-9802 klbfarley@aol.com	2-2013	1-2016
	3	Leland Stevens P O Box 1038 (O) 352-6329 stevenscpa@sbcglobal.net	2-2013	1-2016



City of Taylor

Boards and Committee

Application

PLEASE TYPE OR PRINT CLEARLY:

Name Nancy Talley

Address (Residence and Mailing)
1622 Tammi Lane
Taylor, TX 76574

How long at this residence? 25 yrs.

Phone (Home) 512-365-5091

Cell Phone 512-848-6258

Fax 512-365-1907

Email netalley@sbcglobal.net

Occupation Home Builder

Employer Nanco Homes, Inc.

Address 1622 Tammi Lane
Taylor, TX 76574

Work Phone 512-365-1979

Business owner? ☒ Yes ☐ No

Additional information? _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : Zoning Board of Adjustments

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

Life long resident of Taylor that has a true interest in the growth and development of the community; building knowledge and knowledge of city restrictions.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature

Nancy Talley

Date

10/17/13

BOARD	TERM (Yrs)	MEMBER	APPOINTED	EXPIRES
Zoning Board of Adjustment	2	Gayle Collins, Chairman 1114 Speegle (H) 352-7115 (C) 413-0256 Gayle.collins@edwardjones.com	1-2012	1-2014
Resigned 9-3-13	2	Brunner Grau 2103 Meadow Lane (H) 352-5938 (O) 451-7955 (C) 496-3689 brunnergrau@gmail.com	1-2012	1-2014
	2	John Sanford, Vice Chairman 800 Davis (H) 365-1000 pjsanford@earthlink.net	2-2013	1-2015
	2	Michael Aplin 4308 J.M. Cuba Dr. (H) 352-8885 (O) 239-1792 (C) 924-1138 mike.aplin@tceq.texas.gov	2-2013	1-2015
Resigned 7-11-2013	2	Erwin Stauffer 804 Kirk (H) 512-365-6453 (C) 512-818-6297 estauffer@austin.rr.com	6-2013	1-2014
Alternate	2	vacant		1-2013
Alternate	2	vacant		1-2013
Alternate	2	vacant		1-2012

Comprehensive Plan Implementation Committee	MEMBER	APPOINTED	EXPIRES
Council Member District 1	Daniel Thomas 408 Mariposa Lane (H) 365-1350 (O) 239-5004 danieltfc@yahoo.com	7/11	1/14
Council Member District 2	Daniel Philhower 1407 Sherry Drive (H) 352-6304 (c) 512-203-1893 dphilhower@americancampus.com	2/13 Filled an unexpired term	1/15
Council Member District 3	Holly vanScoy 1606 Meadowlane (H) 512-309-4190 (C) 512-252-0985 academres@aol.com	6/13	1/15
Council Member District 4	Joel O'Shoney, Vice Chair 708 Vance 658-0743 oshoneyj@yahoo.com	2/13	1/15
Council Member At Large	Vacant		1/15
At Large Members	Jennifer Ramirez WCCHD 100 W 3 rd St Georgetown 78626 943-3640 jramirez@wcchd.org	1/12	1/15
	Rhonda Killough 303 Velma (H) 512-352-8299 (C) 512-517-5520 Rhoda_pearl@hotmail.com	6/13	1/15
	Jim Hejl 309 Cherrywood 365-6890 jhejl@austin.rr.com	1/12	1/15
	Ed Komandosky, Chair 2207 Gladnell 365-7396 ekomandosky@austin.rr.com	3/11	1/14
	John Matthews 2006 Robin 567-4385 jmatthews@taylor.isd.tenet.edu	2/13	1/15
	Karen Farley 4400 Timber Crest Dr 512-560-9802 – cell 512-309-4830 - home klbfarley@aol.com	2/13	1/15
	Donna Frazier 1704 Carey Ave © 965-0372 365-6154 donnafrazier1704@gmail.com	7/11	1/14
	Thomas Martinez 2804 Greenlawn St (C) 922-0605 352-6364 president@taylorchamber.org	2/13	1/15



***City Council Meeting
October 24, 2013
Agenda Item Transmittal***

Agenda Item #: 16
Agenda Title: Update on Capital Improvement Projects.
Council Action to be taken: Receive update.
Initiating Department: City Administration
Staff Contact: Jim D. Dunaway, City Manager
Casey B. Sledge, P.E., Consulting City Engineer

1. INTRODUCTION/PURPOSE

Council has requested that a regular update on Capital Improvement Projects be conducted in the public forum of Council meetings. These presentations will assist in our efforts to keep the Council and public informed on the status of ongoing projects. Casey will be present to present this monthly report and address any questions or comments you may have.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

16a. [CIP Report October 2013](#)

Capital Improvement Program



October 2013

MONTHLY REPORT



TO: Mayor and City Council, City of Taylor

FROM: Casey Sledge, P.E., AICP, CFM - Sledge Engineering, LLC

SUBJECT: October 2013 Monthly CIP Report – 10/21/13

The following report is intended to give an update of ongoing CIP Projects. If more information is needed, please contact me anytime.

2011 CDBG Water Mains

Designer: Sledge Engineering	Contractor: SBS Construction
Key Dates: 2/4/13 Notice to Proceed	Construction Award: \$277,850

- Final connection remains incomplete at Walnut Street east of RR tracks
- Contractor has completed connections and tie ins on Walnut west of tracks this week; final testing of this section has not been approved

2012 CDBG Streets

Designer: Sledge Engineering	Contractor: TBD
Key Dates:	Construction Award:

- Draft plans and specifications are ready for staff review. Coordination meetings underway with dry utilities (gas, electric, etc.)
- Bidding will commence after environmental clearance is finalized, which is expected in December



2013 Pavement Maintenance	
Designer: Sledge Engineering	Contractor: TBD
Key Dates:	Construction Award:

- Survey is complete and design underway for Downtown Streets and Fair Streets throughout City

2013 TPWD Trails Grant	
Designer:	Contractor: TBD
Key Dates:	Construction Award:

- Notified of grant award

2013 Transportation Enhancement Funding	
Designer:	Contractor: TBD
Key Dates:	Construction Award:

- Notified of grant award

Car Wash Water Main	
Designer: Sledge Engineering	Contractor: Lewis Construction
Key Dates:	Construction Award:

- short 12" water main extension to provide fire protection to Car Wash site and adjacent properties
- Design is complete; Construction to begin this week; completion expected early November

Municipal Drainage Utility Fund Projects - 2013	
Designer:	Contractor: TBD
Key Dates:	Construction Award:

- Planning and discussions for next project(s) underway



City Council Meeting October 24, 2013 Agenda Item Transmittal

Agenda Item #: 17

Agenda Title: Consider future projects to be funded by the Municipal Drainage Utility System

Council Action to be taken: Provide Direction and Feedback

Initiating Department: City Administration/Engineering

Staff Contact: Jeff Straub, Assistant City Manager

1. INTRODUCTION/PURPOSE

Previous Municipal Drainage Utility System (MDUS) funded projects have been completed. A presentation will be made by City Engineer Casey Sledge regarding pending drainage projects that have been prioritized based upon severity of the issue(s).

With the amount of funds available (without raising the MDUS fee (currently \$2.00 per living unit equivalent [LUE])), it is hoped that we could initiate preliminary design of a major drainage project (the Edmond Street area drainage basin) and also address some smaller drainage issues throughout the city (McLain, 2nd and Main, etc.).

It should be noted that unlike the past two MDUS Projects, none of these proposed projects have yet been designed. The goal tonight will be to:

- 1) Receive Council concurrence on the major MDUS Project
- 2) Receive Council concurrence on smaller suggested projects
- 3) Direction on initiation of preliminary design for large and smaller projects
 - a. RFQ (preferably by invitation)
 - b. Design by outside engineering firm – Halff & Associates (who did Phase I Master Drainage Study; Dickey Street.

The above listed steps will initiate progress in addressing drainage issues.

2. DESCRIPTION/ JUSTIFICATION

Receive presentation from Casey Sledge, City Engineer.

3. FINANCIAL/BUDGET

Upon initiation of the MDUS and its initial very low ERU fee (\$1.00, the \$2.00), we were cognizant of the fact that this fee would need to be increased to accommodate debt issuance as new drainage projects were identified.

Fortunately, through cost savings on previous projects, the bond and fund balances are:

Remaining Bonds Funds-	\$526,707.18
Beginning Fund Balance 2013	\$329,022.38
Total	\$855,729.56

There will be approximately \$94,401.94 added to MDUS fund balance at the close of the fiscal year when audit is completed. This number is subject to change (if there are any auditor entries to this number.). At that juncture, the total funds available would potentially be \$950,131.50

Annually, the MDUS generates about \$320,000 per year. Of that amount, about \$133,000 is allocated for debt. With the current debt schedule, this amount is obligated through 2032.

As planned with the development of the MDUS, in this current fiscal year's recently approved budget, \$180,000 has been allocated to the General Fund for drainage services provided by Public Works.

The available amount of funds should be sufficient to allow us to receive preliminary engineering design and costs estimates to complete the major drainage project and to address the smaller suggested drainage projects, as well. Remaining funds would be applied to the major drainage project, reducing the amount of debt to be issued.

4. TIMELINE CONSIDERATIONS

Council's discretion.

5. RECOMMENDATION

Staff recommends Council direct Staff to develop a professional services agreement to engage an engineering firm for preliminary design of the Edmond Street area drainage project and also to develop potential solutions for the smaller drainage projects.

6. REFERENCE FILES

17a. [MDUS Project list](#)

CITY OF TALLAHASSEE FOUNDED 1824 						ESTIMATED TOTAL CAPITAL COST	MDUS FUND \$2 Fee
	Project MAP ID #	Project Description	Project Solution Proposed	Est Soft Costs	Est Hard Cost		
MDUS 5-year CIP							NEXT PROJECTS
MDUS Fee Creation		COMPLETE		\$100,000	\$0	\$100,000	
Mustang Creek Trib 1 @ Lake Dr	23	COMPLETE		\$18,000	\$120,000	\$138,000	
Dickey St to 1st St	13	COMPLETE		\$90,000	\$600,000	\$690,000	
107 W Mustang St	12	COMPLETE		\$6,000	\$40,000	\$46,000	
Mustang Creek Trib 1 @ UP RR track	18	COMPLETE		\$75,000	\$500,000	\$575,000	
Old Thorndale / UP RR	3	COMPLETE	culvert replacement	\$3,000	\$20,000	\$23,000	
Mustang Creek Trib 2 @ UP RR tracks	17	COMPLETE		\$60,000	\$400,000	\$460,000	
Mallard Lane at Bull Br Trib	35	COMPLETE	new 10-yr culverts	\$24,700	\$530,420	\$555,120	
2nd @ Doak	28	COMPLETE	2nd St improvements: culvert & grading channel	\$7,500	\$50,000	\$57,500	
2nd / Davis St	9	COMPLETE	2nd St improvements	\$3,750	\$25,000	\$28,750	
Sloan @ 3rd St	25	COMPLETE	new culverts	\$4,500	\$30,000	\$34,500	
Holly Springs Channel	1	COMPLETE	Channel liner from Dahlberg to Bull Br Creek + new culverts	\$53,000	\$720,000	\$773,000	
2nd Street / Victoria Drainage		COMPLETE	storm drain pipes, inlets	\$7,500	\$50,000	\$57,500	
COMPLETED PROJECTS TOTAL						\$2,587,120	
Edmond / Mills - Phase 1	31		2nd to McLain channel, culverts, road erosion, safety for pedestrians and vehicles new channel and culverts	\$52,500	\$350,000	\$402,500	\$340,000
Paula / Medical Pkwy	34		lot grading, water in homes at least 2 reported on Holly Drive new channel and storm drain with inlets	\$22,500	\$150,000	\$172,500	\$172,500
McLain Street			water standing in street install storm drainage system	\$21,000	\$140,000	\$161,000	\$161,000
800 Kirk Street			water standing in street install storm drainage system	\$30,000	\$200,000	\$230,000	\$50,000
2nd / Main	7		accumulation at SE corner - Tobak, water in building reported new inlets, storm drain extension	\$5,250	\$35,000	\$40,250	\$40,250
Laurel / Sams St	2		lot to lot drainage, house damage reported grading, yard drains	\$6,000	\$40,000	\$46,000	\$46,000
Donna Channel - Preliminary Design	33		channel, culverts, water in 1 house reported regrade, line channel and new culverts	\$75,000	\$500,000	\$575,000	\$40,000
900 West 3rd Street			lack of bar ditch or culverts on south side of 3rd. Water under houses	\$15,000	\$100,000	\$115,000	\$326,690
407 Drake Lane			water running over curb street regrading, install storm drain system	\$15,000	\$100,000	\$115,000	\$326,690
Booth / Oak	10		poor drainage behind compress new inlets, storm drain extension, grading	\$10,500	\$70,000	\$80,500	
Airport at Mustang Cr	19		erosion; scour nearing runway pavement armor creek banks	\$6,000	\$40,000	\$46,000	
Debus St	20		Thomas to Lee new storm drain	\$52,500	\$350,000	\$402,500	
4th @ Victoria	27		channel slope stabilization, rip-rap	\$2,250	\$15,000	\$17,250	
Kimbrow @ 6th	29		channel regrade, line channel	\$7,500	\$50,000	\$57,500	
Kimbrow @ 7th	30		Runoff jumping curb new storm drain and inlet	\$6,000	\$40,000	\$46,000	
Rio Grande @ Mustang Cr	14		Low water crossing Low water crossing signage, warning devices, guardrails	\$3,750	\$25,000	\$28,750	
LEVEL 1 PROJECTS TOTAL						\$2,535,750	
Upper Gravel Pit Draw - Old Thorndale Rd	4		Culvert and chanel improvements	\$15,000	\$100,000	\$115,000	
Stoneridge @ Arbor Oak	38		poor street drainage new inlet and storm drain to trib	\$6,000	\$40,000	\$46,000	
S Doak St	15		Inverted street, deep running water remainder includes S Doak St	\$120,000	\$800,000	\$920,000	
Scott St	6		poorly draining street grading, storm drain	\$3,000	\$20,000	\$23,000	
Bel Air / Kirk St	32		poorly graded street and lots regrade street and storm drain and inlets	\$22,500	\$150,000	\$172,500	
1st / Main St	8		poorly draining street new inlets, storm drain extension	\$3,000	\$20,000	\$23,000	
Oak St	11		poorly draining street grading, channel work	\$30,000	\$200,000	\$230,000	
Mustang Cr @ Doak Park	16		Erosion at Must Cr slope stabilization	\$2,250	\$15,000	\$17,250	
Bull Branch Trib Erosion	45		erosion and scour from Lake Dr to Mallard slope stabilization	\$60,000	\$400,000	\$460,000	
Lorax Tributary	47		old culverts new culverts & headwalls, guardrails	\$18,000	\$120,000	\$138,000	
Tammi Lane channel	21		MC Trib #1 to Kent St channel and culverts	\$22,500	\$150,000	\$172,500	
Mustang Creek Trib 1 Lake to Kent	22		channel	\$37,500	\$250,000	\$287,500	
Lake Dr Pavement near MC Trib 1			pavement repave curb, gutter, pavement	\$2,250	\$15,000	\$17,250	

Kingston / Summit	24	poorly draining streets, lot grading	new storm drain and grading	\$11,250	\$75,000	\$86,250
Mockingbird / 4th	5	Standing water	grading, yard drains	\$1,500	\$10,000	\$11,500
Monica @ Mallard	36	groundwater	french drain	\$3,000	\$20,000	\$23,000
Robinson at RR tracks	46	north side culvert	slope stabilization	\$3,750	\$25,000	\$28,750
Oaklawn @ Bull Br Trib	37	poor street drainage	new storm drain, inlets, grading to Bull Br	\$12,000	\$80,000	\$92,000
LEVEL 2 PROJECTS TOTAL						\$2,863,500
Drainage Study - Gravel Pit Draw	39	hydraulic analysis to determine needed improvements		\$25,000	\$0	\$25,000
Drainage Study - Must Cr Trib #1	40	hydraulic analysis to determine needed improvements		\$25,000	\$0	\$25,000
Drainage Study - Mustang Creek	41	hydraulic analysis to determine needed improvements	to include City Lake	\$100,000	\$0	\$100,000
Drainage Study - Bull Branch Update	42	hydraulic analysis to determine needed improvements		\$20,000	\$0	\$20,000
Drainage Study - Railroad Lake Draw	43	hydraulic analysis to determine needed improvements		\$20,000	\$0	\$20,000
Drainage Study - Flood Hazard Mitigation	44	City wide to determine regional pond locations, flood mitigation		\$20,000	\$0	\$20,000
Drainage Studies TOTAL						\$210,000
				\$1,367,200	\$7,780,420	#REF!
						\$849,750

FUNDING AVAILABLE: \$ 850,000

Balance after Projects Identified \$250



***City Council Meeting
October, 24, 2013
Agenda Item Transmittal***

Agenda Item #: 18

Agenda Title: Discuss and consider search mechanism and process for recruitment and selection of a City Manager.

Council Action to be taken: Provide direction to Staff

Initiating Department: City Council

Staff Contact: Jesse Ancira, Jr., Mayor

1. INTRODUCTION/PURPOSE

This item has been added to your agenda to continue discussion concerning what mechanism (professional search, internal search, etc.) the Council would like to utilize to assist in recruitment and selection of the next City Manager.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES



***City Council Meeting
October 24, 2013
Agenda Item Transmittal***

Agenda Item #: 19

Agenda Title: Discuss and consider future agenda items.

Council Action to be taken: No action can be taken on this item

Initiating Department: City Council

Staff Contact: Jesse Ancira, Jr., Mayor

1. INTRODUCTION/PURPOSE

Under this item, we will be receiving input regarding future agenda items from you. This agenda item will be added as a routine matter on each of your upcoming agendas and will not be an action item since no specific items are listed for consideration. Staff will be also be bringing potential agenda items before you at this time.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES



***City Council Meeting
October 24, 2013
Agenda Item Transmittal***

Agenda Item #: 20
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

20 a. [Combined 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 October 24, 2013 and has posted an Official Agenda indicating the possible 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, Jesse Ancira, Jr., 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 _____, 2013.

Jesse Ancira, Jr., Mayor



***City Council Meeting
October 24, 2013
Agenda Item Transmittal***

Agenda Item #: 21
Agenda Title: Executive Session: Sec. 551.074; Personnel
Council Action to be taken: Discuss personnel issues regarding the Interim City Manager
Initiating Department: City Council
Staff Contact: Jesse Ancira, Jr., Mayor

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/ JUSTIFICATION

The Taylor City Council will conduct a closed meeting under Section 551.074 of the Texas Government Code in order to discuss issues relating to the position of the Interim City Manager.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

20a. [Executive Session form](#)