

AGENDA

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

SEPTEMBER 24, 2020, 6:00 P.M.

In order to assist in maintaining the health of Council Members, staff and the public, this meeting will be conducted by *video conference*.

You may view this meeting as it's happening through the City's website at
<http://www.ci.taylor.tx.us/660/Taylor-Videos>

For citizen comments, please contact the City Clerk's office at Dianna.barker@taylor.tx.gov prior to 5:30p.m. Thursday, September 24th.

The agenda packet is available at <http://www.ci.taylor.tx.us/calendar>

CALL TO ORDER AND DECLARE A QUORUM

PROCLAMATIONS/RECOGNITIONS

1. Fire Prevention Week proclamation. (Chief Baum)

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. Public comments are limited to 3 minutes.)

BOARDS & COMMISSION PRESENTATION

2. Library Board update. (Sharon Pick-Naiver)

CONSENT AGENDA

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

3. Approve minutes from the September 10, 2020 City Council meeting. (Dianna Barker)
4. Consider Ordinance 2020-11, establishing fees for city services for FY 2020/2021. (Joseph Resendez)
5. Consider Ordinance 2020-15 regarding the franchise for solid waste collection with Waste Connection Lone Star, Inc. (Tom Yantis)
6. Consider approving Resolution R20-25, amendment to the Hazard Mitigation Action Plan. (Jeff Jenkins).
7. Approve the Citizen's Participation Plan for the CDBG-MIT Grant Proposal. (Stacey Osborne)
8. Consider adopting amendment to City of Taylor Purchasing Policy. (Jeff Wood)
9. Consider adopting a Fiscal and Budgetary Policy. (Jeff Wood)

PUBLIC HEARINGS / ORDINANCES

10. Introduce Ordinance 2020-17 amending the temporary parklet program to extend the expiration date. (Tom Yantis)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

11. Discuss and consider renewal of the Publicity and Tourism Agreement (HOT agreement) with the Taylor Chamber of Commerce. (Tia Stone)

12. Receive concept design update and discuss next steps with the Taylor Regional Park (Phase II)/Doak Park Project. (Larry Foos)
13. Receive grant update from Langford Community Management Services. (David Legere)
14. Discussion and possible direction to staff regarding streetscape and parking modifications to a portion of E. 2nd Street between Main Street and Porter Street. (Tom Yantis)
15. Consider Resolution R20-24 authorizing a Community Development Block Grant Mitigation Project application to the Texas General Land Office. (Jeff Jenkins)

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 p.m. on September 21, 2020 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 Press.

Posted By: Dianna Barker Date 9-21-2020
Dianna Barker, City Clerk



City Council Meeting September 24, 2020 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 1
Agenda Title: Fire Prevention Week Proclamation

Council Action to be taken: Present proclamation

Department Submitted: Fire

Staff Contact: Daniel Baum, Fire Chief

1. PURPOSE/DESCRIPTION

Since 1925, Fire Prevention Week has been observed on the Sunday through Saturday period in which October 9th falls. The National Fire Protection Association (NFPA) is the official sponsor of fire prevention education and their theme this year is “***Serve Up Fire Safety in the Kitchen!***™”.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

City Council recognizes Fire Prevention Week every year.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Promotes fire prevention in the community.	N/A

4. RECOMMENDATION

Read proclamation and present to Fire Chief.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)
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N/A

8. ATTACHMENTS

1a. [Proclamation](#)

Proclamation

FIRE PREVENTION WEEK 2020

WHEREAS, the city of Taylor, Texas is committed to ensuring the safety and security of all those living in and visiting Taylor; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, cooking is the leading cause of home fires in the United States where fire departments responded to more than 173,200 annually between 2013 and 2017; and

WHEREAS, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, more than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and

WHEREAS, Taylor's residents should stay in the kitchen when cooking on a stovetop, keep a three-foot kid-free zone around cooking areas and keep anything that can catch fire away from stove tops; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Taylor's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2020 Fire Prevention Week theme™, "Serve Up Fire Safety in the Kitchen!!" effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

THEREFORE, BE IT RESOLVED that, I Mayor Brandt Rydell, do hereby proclaim October 4-10, 2020, as Fire Prevention Week, and I urge all the people of Taylor to check their kitchens for fire hazards and use safe cooking practices, and to support the many public safety activities and efforts of Taylor's fire and emergency services.

PROCLAIMED this the 24th day of September, 2020.

Brandt Rydell, Mayor



City Council Meeting September 24, 2020 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 2

Agenda Title: Receive presentation from the Library Advisory Board

Council Action to be taken: Receive presentation

Department Submitted: Taylor Public Library

Staff Contact: Karen Ellis, Library Director

1. PURPOSE/DESCRIPTION

Upon request by the City Council, Mrs. Pick-Naivar, the Chair of the Library Advisory Board, will provide an update of the Library Advisory Board activities and accomplishments over the past fiscal year.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Mrs. Pick-Naivar has served on the Library Advisory Board since 2009 and has more recently served as Chair.

The Library Advisory Board has a diverse membership of 7 board members representing the Taylor area. Residency is not a requirement for the Library Advisory Board.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
- Library Advisory Board serves to represent the interests of the Taylor area community; - To assist the Library Director with policies and planning - To receive input from patrons; - To support the Library & promote its many services.	

4. RECOMMENDATION

Acceptance of the Library Advisory Board presentation is recommended.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)
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N/A

8. ATTACHMENTS

2a. [Power Point presentation](#)



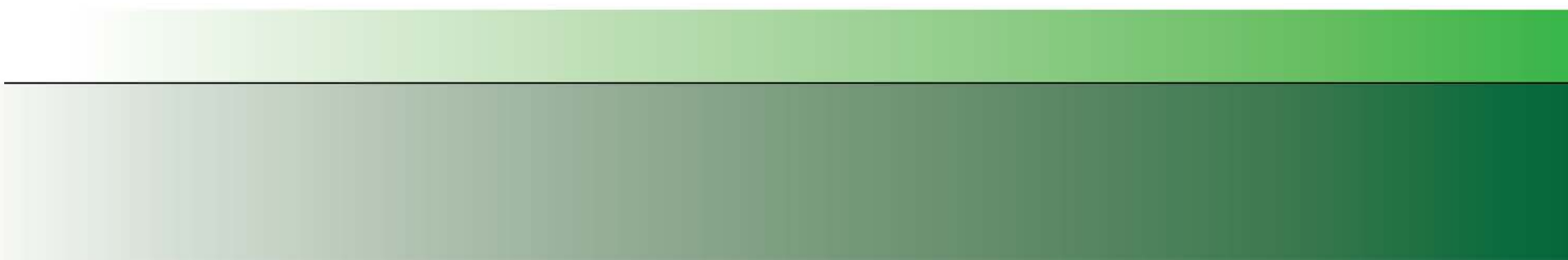
City of Taylor Public Library Advisory Board

Library Advisory Board
Sharon Pick-Naivar, Chairman

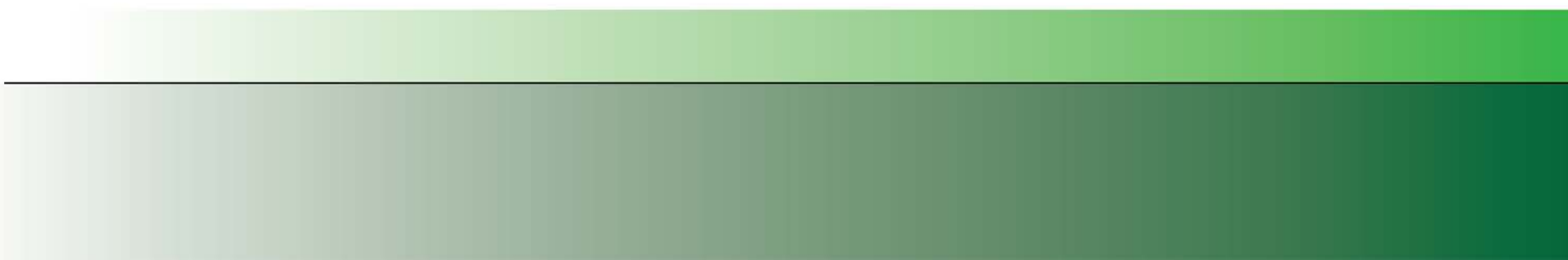
Library Advisory Board

Library Advisory Board meets the second Tuesday of each month at 6:30 pm and makes recommendations to the City Council regarding library operations and to help ensure that the Library meets the needs of the City.

There is no residency requirement for this board.

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Library Advisory Board

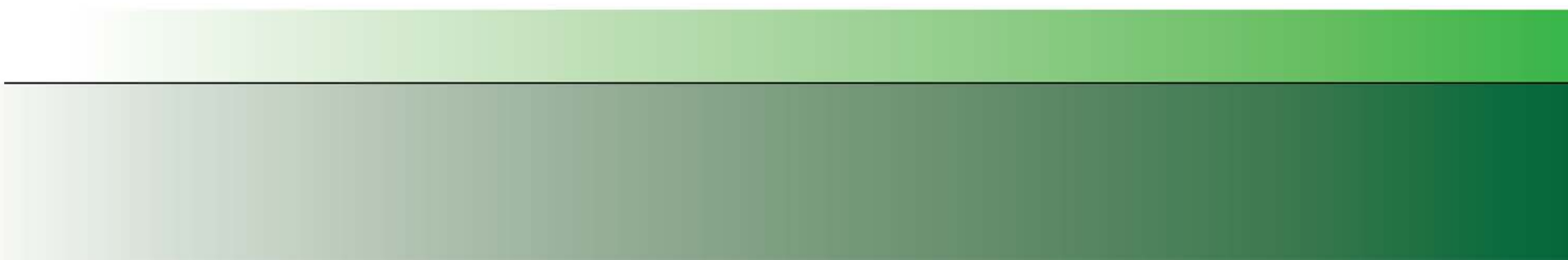
- The Board consists of 7 members.
 - Meets monthly or as needed. No regularly scheduled meetings in December, June, or July.
 - Listens to public feedback & concerns at board meetings.
 - Assist Library staff with creation, review and approval of library's policies.
 - Supports & promotes library mission & goals.
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Library Advisory Board

Recent Activities:

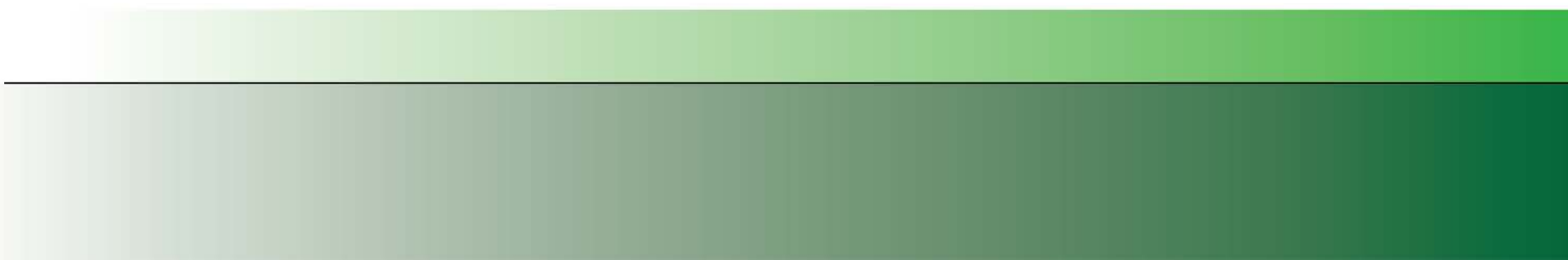
No Library Advisory Board meetings

Providing support & advice to the Library Director during library closure due to pandemic:

- Online Library Card Applications
 - Renewals of library accounts by staff
- 
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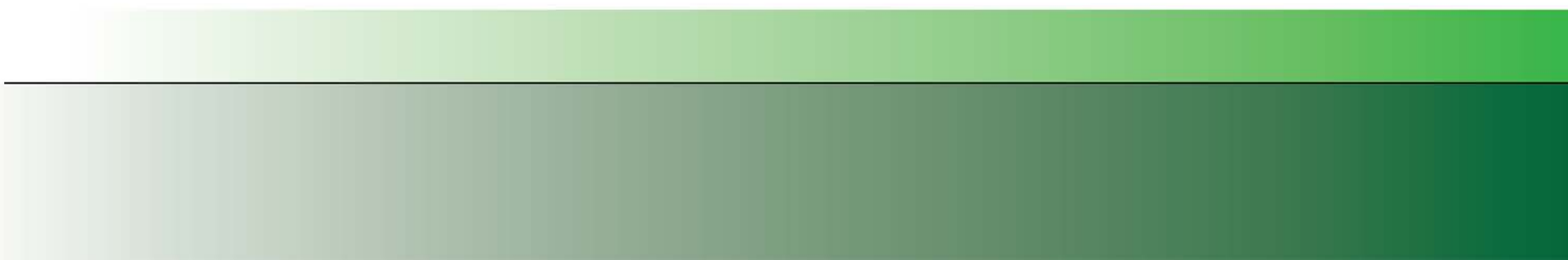
Library Advisory Board

Future Goals:

- Ensure that the Library meets Texas State Library & Archives Commission standards for accreditation.
 - Refocus on developing virtual library programming.
 - Continue review of library policies.
 - Resume work on the Copyright Policy.
- 
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Library Advisory Board

Questions?

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City Council Meeting September 24, 2020 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 3

Agenda Title: Approve minutes from the September 10, 2020 regular Council meeting.

Council Action to be taken: Approve by consent or approve with corrections if needed

Department Submitted: City Clerk

Staff Contact: Dianna Barker

1. PURPOSE/DESCRIPTION

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 meeting 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. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

N/A

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)
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N/A

8. ATTACHMENTS

3a. [September 10, 2020 minutes](#)

City of Taylor
Regular City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
September 10, 2020 at 6:00 p.m. via Video Conference

In order to assist in maintaining the health of Council Members, staff and the public during COVID-19 pandemic, this meeting was held by video conference.

Council or staff present in City Hall: No one.

The City Hall Auditorium was open to the public at 5:30p.m. for those who wished to address the City Council on the proposed FY2020/2021 budget and tax rate agenda items (items 7 and 9).

Council Members attending via video: Mayor Brandt Rydell
Mayor Pro-Tem Dwayne Ariola
Council Member Robert Garcia
Council Member Mitch Drummond
Council Member Gerald Anderson

Others attending: Mark Schroeder, Assistant City Attorney
Brian LaBorde, City Manager
Jeff Jenkins, Deputy City Manager
Dianna Barker, City Clerk

Mayor Brandt Rydell took a roll call, declared a quorum and called the meeting to order at 6:00 p.m.

CITIZENS COMMUNICATION

Mayor Rydell read full comments received from citizens via email.

Tim Terpstra – opposed to proposed tax increase; requested Council to cut spending and lower taxes to be in line with other communities in the County.

Annette Maruska – requested Council postpone decision on raising taxes until COVID has passed.

Albert Janecka – opposed to proposed tax increase.

Kaitlyn Baum – asked what it will take to complete the sidewalk from Avery Glen to Wesley Miller Lane and add a crosswalk there to slow down the cars.

Rachel Abbott – supports Mayor Pro-Tem Ariola’s plan for reducing the tax rate; opposed to higher taxes.

BOARDS & COMMISSION PRESENTATION

1. Tree Advisory Board update.

Brian Lawrence, Chair – gave a presentation on the Board’s responsibilities, recent activities and future plans.

Motion was made by Councilmember Garcia to receive the Tree Advisory Board’s update as presented. Motion was seconded by Mayor Pro-Tem Ariola. Motion carried unanimously via roll call vote.

CONSENT AGENDA

- 2. Approve minutes from the August 27, 2020 regular Council meeting and the September 2, 2020 special called Council meeting.**
- 3. Concur with preliminary financials for July 2020.**

4. **Consider Ordinance 2020-13, which proposes a change to the Comprehensive Plan, Future Land Use Plan Map on land consisting of approximately 6.83 acres, out of 27.73 acres, from the Single-Family Residential designation to the Commercial designation, located at the northwest intersection of North Drive and NW Carlos G. Parker Boulevard.**
5. **Consider Ordinance 2020-14 changing the current zoning for a parcel of land, consisting of approximately 70.65 acres, at the northwest corner of North Drive and Carlos G. Parker, from Rural Agricultural Zoning District (R/A) to Local Commercial Zoning District (B-1) and Single-Family Zoning District with a Residential Planned Development Overlay (R-1/RPD).**
6. **Consideration on purchase of a Vacuum Truck through Heil of Texas.**

Motion was made by Councilmember Garcia to approve the consent agenda items as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously via roll call vote.

PUBLIC HEARINGS / ORDINANCES

7. **Conduct Public Hearing regarding the FY 2020/2021 annual budget.**
Brian LaBorde, City Manager – explained the rules governing the requirement for public hearing.
Jeff Wood, Finance Director – gave a presentation explaining budget highlights, budget summary and revenue allocation.

Mayor Rydell opened the public hearing at 6:48p.m. With no one appearing at City Hall Auditorium or via Zoom, the public hearing was closed at 6:49p.m.

No action was taken.

8. **Consider Ordinance 2020-09, adopting the annual budget for FY 2020/2021.**
Jeff Wood, Finance Director - The FY2021 budget will raise approximately \$320,193 more in total property tax revenue than FY2020. The FY2021 budget raises approximately \$269,452 more in maintenance and operations revenue (M&O) and approximately \$50,741 more in debt service revenues (I&S). Approximately \$232,559 of this increase is the result of new property. The ordinance was introduced at the August 13, 2020 Council meeting.

Council took a break at 6:52p.m.

Council reconvened at 6:57p.m.

Mayor Rydell opened the floor to Council for discussion of the budget.

Motion was made by Councilmember Garcia to adopt Ordinance 2020-09, adopting the annual budget for FY 2020/2021 as presented. Motion was seconded by Councilmember Anderson. A record vote was taken:

Gerald Anderson - Aye
Dwayne Ariola - Aye
Mitch Drummond - Aye
Robert Garcia - Aye
Brandt Rydell - Aye

Motion carried unanimously.

A separate motion was taken by voice vote to ratify that the FY2020-21 Budget will raise approximately \$320,193 more in total property tax revenue than FY2019-20.

Motion was made by Councilmember Garcia to ratify that the FY2020/2021 Budget will raise approximately \$320,193 more in total property tax revenue than FY2019-20. Motion was seconded by Councilmember Drummond. Motion carried unanimously via roll call.

9. Conduct Public Hearing regarding fixing and levying ad valorem tax rate for tax year 2020/2021.

Jeff Wood, Finance Director – gave a presentation on the tax rate. The proposed FY2021 Budget is based on a tax rate of \$0.809215 per \$100 valuation. This tax rate is higher than the no new revenue tax rate.

Mayor Rydell opened the public hearing at 7:25p.m. With no one appearing at City Hall Auditorium or via Zoom, the public hearing was closed at 7:25p.m.

No action was taken.

10. Consider Ordinance 2020-10, fixing and levying ad valorem tax rate for tax year 2020/2021.

Jeff Wood, Finance Director - The funding of the budget is accomplished by the approval of the tax rate that supports the budget. The ordinance was introduced at the August 13, 2020 Council meeting.

The following motion was made by Councilmember Drummond.

“I move to adopt Ordinance 2020-10 with a tax rate of \$0.809215 per \$100 of valuation, which is effectively a 0.84% increase in the tax rate.”

Motion was seconded by Councilmember Anderson. A record vote was taken:

Gerald Anderson - Aye

Dwayne Ariola - No

Mitch Drummond - Aye

Robert Garcia - Aye

Brandt Rydell - Aye

Motion carried 4 to 1.

11. Consider introducing Ordinance 2020-11, establishing fees for city services for FY 2020/2021.

Joseph Resendez, Assistant Finance Director – gave a presentation explaining changes to the fee schedule. The proposed Fee Ordinance is amending Ordinance 2019-24 to establish the fee schedule for FY 2021. The following departments have fee changes: Animal Control, Cemetery, Development Services, Fire, and Police.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2020-11

AN ORDINANCE AMENDING ORDINANCE NO. 2019-24 ADOPTED ON SEPTEMBER 26, 2019 BY CHANGING CERTAIN RATES AND OTHER SERVICES PROVIDED BY THE CITY.

First reading of the ordinance. No action was taken.

12. Introduce Ordinance 2020-15 regarding the franchise for solid waste collection with Waste Connection Lone Star, Inc.

Tom Yantis, Development Services Director - The ordinance was presented in order to update the vendor name and codify the exclusive franchisee and the requirement of residents and businesses to utilize the franchisee for all solid waste services. The solid waste franchise ordinance was adopted in 2002 and has had three addendums.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2020-15

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS ("CITY"); REGARDING A FRANCHISE FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES IN ACCORDANCE WITH PROVISIONS OF THE CITY CHARTER, ARTICLE 14 WHEREIN THE AUTHORITY IS GRANTED TO PASS AN ORDINANCE ADOPTING A FRANCHISE; RATIFYING THE CONTRACT WITH WASTE CONNECTIONS LONE STAR, INC., FORMERLY PROGRESSIVE WASTE SOLUTIONS OF TX, INC.; REQUIRING USE OF THE FRANCHISE SERVICES BY ALL RESIDENTS AND COMMERCIAL UNITS WITHIN THE CITY AS ALLOWED BY THE TEXAS HEALTH AND SAFETY CODE; PROHIBITING SOLID WASTE COLLECTION AND DISPOSAL BY COMPANIES NOT FRANCHISED BY THE CITY; PROVIDING A PENALTY FOR COMPANIES OPERATING WITHOUT A FRANCHISE AGREEMENT; AND SETTING A FRANCHISE FEE IN THE AMOUNT OF TEN PERCENT (10%); PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING A SAVINGS CLAUSE.

First reading of the ordinance. No action was taken.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

13. Receive update from Place Designers and consider bidding the Robinson Restroom project and lighting projects at Pierce Skate Park and Robinson Park basketball courts.

Philip Wanke, Place Designers - gave a presentation updating the council on the Valero quality of life projects progress for the design of the Robinson Park restroom and lighting components. Staff requested approval to take the projects forward for bidding.

Motion was made by Councilmember Garcia to receive the project update and schedule from Place Designers as presented and grant approval to release for Bid. Motion was seconded by Mayor Pro-Tem Ariola. Motion carried unanimously via roll call vote.

14. Consider extending the temporary parklets program.

Tom Yantis, Development Services Director – requested Council consider whether to extend the temporary parklets program which is set to expire on September 29, 2020. A parklet is a portion of the City right-of-way, typically on-street parking spaces, that is allowed to be licensed for use by a business or property owner to create an outdoor area for patrons of the business and the general public.

Motion was made by Councilmember Garcia to draft an ordinance to bring back to Council extending the Parklet program until June 4, 2021. Motion was seconded by Mayor Pro-Tem Ariola. Motion carried unanimously via roll call vote.

ADJOURN

With no further business Mayor Rydell declared the meeting adjourned at 7:55p.m.

ATTEST:

Dianna Barker, City Clerk

Brandt Rydell, Mayor



City Council Meeting September 24, 2020 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 4
Agenda Title: Consider Ordinance 2020-11
Establishing Fees for City Services for
Fiscal Year 2021

Council Action to be taken: Consider Ordinance 2020-11

Department Submitted: Finance

Staff Contact: Joseph Resendez, Assistant Director of Finance

1. PURPOSE/DESCRIPTION

This agenda item is to discuss and consider the adoption of Ordinance 2020-11 to amend the current fee schedule for fiscal year (FY) 2021.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The proposed Fee Ordinance 2020-11 is amending Ordinance 2019-24 to establish the fee schedule for FY 2021.

As mentioned in the September 10th Council meeting presentation, the following additional changes were made to the proposed FY 2021 Fee Schedule:

- Animal Control
 - o Reincorporated “Return Charges – Loose Animals that are Picked Up - \$35”
 - o One single comprehensive fee to eliminate return charges - additional occurrences and return charges - livestock fees.
- Fire
 - o Reincorporated “CSI Inspection” as “Certificate of Occupancy Inspection (Existing building with no plans review) - \$50”
 - o Reincorporated “Fire Final” as “Fire Final Inspection - \$100”
 - o Reincorporated “Site and Subdivision Plans” as “Building Plans, Site Plan, or Subdivision Plan Review - \$100 each”
 - o Rename the above fees for clarity and to better align with fees in other departments
 - o Added “Second and Each Subsequent Re-Inspection” fees to Plan Review Section to cover administrative costs if additional inspections.

Staff will be available to answer any questions that Council may have regarding the changes in the proposed FY 2021 fee schedule.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Revise fee schedule to maintain fees at a level commensurate with their respective cost of services. • Account for new services and remove services no longer offered.	• If unrevised for FY 2021, more substantial changes may be required in the future to compensate for any cost of service deficits.

4. RECOMMENDATION

Staff recommends that Council adopt Ordinance 2020-11 to establish fees for city services for FY 2021.

5. FUNDING SOURCE

N/A

6. TIMELINE

Ordinance 2020-11 was introduced at the September 10th Council meeting. If adopted, the ordinance will have an effective date for the new fee schedule of October 1, 2020.

7. OTHER OPTIONS (In order of preference)

Council can amend the amount of fees proposed or any other fee on the fee schedule. Council can take no action to amend Ordinance 2019-24 and leave the fee schedule as is.

8. ATTACHMENTS

- 4a. [Amended Fee Ordinance 2020-11](#)
- 4b. [Exhibit A – FY 2021 Proposed Fee Schedule](#)
- 4c. [Summary of revisions](#)
- 4d. [PowerPoint presentation](#)

ORDINANCE NO. 2020-11

AN ORDINANCE AMENDING ORDINANCE NO. 2019-24 ADOPTED ON SEPTEMBER 26, 2019 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 and fees for 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. 2019-24.

SECTION 3.0 All other provisions of Ordinance No. 2019-24 shall remain in full force and effect.

SECTION 4.0 In accordance with Article VIII of the City Charter, Ordinance 2020-11 was introduced before the Taylor City Council on the 10th day of September, 2020.

SECTION 5.0 This Ordinance shall be in full force and effect beginning October 1st, 2020.

PASSED, APPROVED, and ADOPTED on the ____ day of September 2020.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

City of Taylor - Fee Schedule for City Services FY 2021

AIRPORT

<u>Hanger and Tie Down Rental</u>		<u>Monthly Fee</u>	
Hangar A	10 Units	\$	218
Hangar B	6 Units	\$	145
Hangar C	12 Units	\$	304
Hangar D	12 Units	\$	304
Hangar E	8 Units	\$	304
E-1 & E-7	2 Units	\$	368
E-6 & E-12	2 Units	\$	410
Hangar F	12 Units	\$	319
Hangar F-6A	1 Units	\$	204
Tie Downs	27	\$	43
Over Night Tie Downs	8	\$	6 per night if no fuel is purchased
Late Payment fee, if not paid by due date		10%	
Long Term ground lease for hangar construction		as negotiated	
 <u>Fuel Sales</u>			
AV Gas LL100		as determined by City Manager	
Jet A		as determined by City Manager	

ANIMAL CONTROL

<u>Animal Adoption</u>	\$	80	
 <u>Annual Animal Registration</u>			
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	Per tag
Dog/Cat - Unaltered (Not spayed or neutered)	\$	15	Per tag
 <u>Boarding Fees (on or off-site)</u>	\$	15	Per day
 <u>Chicken Permit</u>			
Please refer to City of Taylor, Code of Ordinances, Chapter 4 for definitions and guidelines regarding chickens. The Code of Ordinances is available on the City of Taylor website.	\$	20	
 <u>Dangerous Dog/Vicious Animal Registration</u>			
Please refer to City of Taylor, Code of Ordinances, Chapter 4 for definitions and procedures regarding dangerous dogs/vicious animals. The Code of Ordinances is available on the City of Taylor website.	\$	50	Per animal, per year
 <u>Owner Surrender</u>			
Animal-*Animal is heartworm negative, current on vaccinations, altered and deemed adoptable by Animal Control Supervisor	\$	40	Per occurrence
Animal-*Animal is heartworm negative and deemed adoptable by Animal Control Supervisor, however needs vaccinations and/or alteration	\$	80	Per occurrence
Litters (under 10 weeks of age)	\$	60	
 <u>Pet Carrier</u>			
Pet carrier cardboard box	\$	3	Each box
 <u>Impound fee</u>			
Live Animal	\$	35	Per occurrence
Live Animal - After Hours	\$	50	Per occurrence
 <u>Return Charges:</u>			
Loose animals that are picked up	\$	35	Per occurrence

City of Taylor - Fee Schedule for City Services FY 2021

CEMETERYGrave Digging Fees

Normal Size	Weekdays 9am - 4pm	\$	1,363
Normal Size	Weekdays after 3:30 pm; Holidays/Weekends	\$	1,478
Infant or Ashes	Weekdays 9am - 4pm	\$	693
Infant or Ashes	Weekdays after 3:30 pm; Holidays/Weekends	\$	809
Oversize	Weekdays 9am - 4pm	\$	1,617
Oversize	Weekdays after 3:30 pm; Holidays/Weekends	\$	1,733
Disinterment	Weekdays 9am - 4pm	\$	1,964
Disinterment	Weekdays after 3:30 pm; Holidays/Weekends	\$	2,252

Sale of Cemetery Spaces

Adult	\$	1,196	+ \$25 deed filing fee for each sale
Infant/Child or Ashes	\$	597	+ \$25 deed filing fee for each sale

Other Fees

Location & marking of gravestone	\$	26
Transfer of lots/spaces by grantee	\$	37
Temporary grave markers	\$	26

FIRE DEPARTMENTFire Department Permits/Fees

False Fire Alarm (residential or commercial after 3rd alarm)	\$	50	Per occurrence
Special Events (includes plans review and inspection) (Includes events on public or private property)	\$	100	
Outdoor burn in city limits - Approved application permit (see Ordinance 2012-18)	\$	50	
Outdoor burn in city limits - Illegal (see Ordinance 2012-18 for penalty)			Fine
Hydrant Flow Test (Taylor Fire Dept. Conducted)	\$	100	
Hydrant Flow Test (Taylor Fire Dept. Witnessed)			No Charge

Inspections

Annual Fire Safety Inspection (Commercial Businesses)	No charge
Annual Fire Safety Inspection (Commercial Businesses - First and Second Re-Inspection)	No charge
Assisted Living Facility Inspection	\$ 50
Day Care Facility Inspection	\$ 50
Nursing Home Inspection	\$ 100
Hospital Inspection	\$ 100
Foster/Adoption Home Inspection	\$ 25
Mobile/Food Trailer Inspection	\$ 35

Following fees to be paid in advance by licensed company who is applying for the permit:Plans Review

Fuel Distribution: Dispenser, Tank or Pipe Installation Plans Review	\$	100	
Fuel Distribution: Dispenser, Tank or Pipe Installation inspection / Test	\$	50	
First Re-Inspection		No Charge	
Second and Each Subsequent Re-Inspection	\$	100	
Fire Suppression System Plans Review	\$	300	Per each system
Fire Suppression System Inspection / Test / Acceptance Test < 200 Heads	\$	100	
Fire Suppression System Inspection / Test / Acceptance Test > 200 Heads	\$	0.50	Per each head
First Re-Inspection		No Charge	
Second and Each Subsequent Re-Inspection	\$	200	
Fire Alarm System Plan Review	\$	100	Per each system
Fire Alarm System /test/acceptance test	\$	50	
First Re-Inspection		No Charge	
Second and Each Subsequent Re-Inspection	\$	100	
Kitchen vent hood suppression system plan review	\$	100	
Kitchen vent hood suppression system / test /acceptance test	\$	50	
First Re-Inspection		No Charge	
Second and Each Subsequent Re-Inspection	\$	100	

City of Taylor - Fee Schedule for City Services FY 2021

LP tank storage installation plan review	\$	100
LP tank storage inspection / test / acceptance	\$	50
First Re-Inspection		No Charge
Second and Each Subsequent Re-Inspection	\$	100
Alternative fire suppression systems (spray booths, Dry/Wet Chem., etc.) plan review	\$	100
Alternative fire suppression systems (spray booths, Dry/Wet Chem., etc.)	\$	50
Building Plans, Site Plan, or Subdivision Plan Review	\$	100 each
Fire Final Inspection	\$	100
Certificate of Occupancy Inspection (Existing building with no plans review)	\$	50

Fines for Negligent or Irresponsible Actions

- 1 A fine shall be charged for negligent, irresponsible, or otherwise unacceptable and malicious acts.
- 2 Charges may be filed in Municipal Court by the Taylor Fire Department, and a fine may be assessed.
- 3 Fines for such acts shall be assessed as follows:
 - Misadventure and/or Deliberate Risk taking (each incident) \$200 minimum plus Municipal Court Costs, if any.
 - Failure to respond to Lawful Warning or Order (each occurrence) \$200 minimum plus Municipal Court Costs, if any.
 - Injury to Fire Personnel due to deliberate act (each injury) - Any and all medical costs incurred by the employee, rehabilitation costs, loss 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)
- 4 Outdoor Burn Fee (illegal) - Any burning that violates the city ordinance or state law not allowing burning thirty minutes before dawn or thirty minutes after dusk (see Ordinance 2012-18 for Penalty)

Note: The following list is not all-inclusive of equipment that may be damaged or contaminated during the course of a response effort.

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

Apparatus

Aerial Apparatus (staffed with at least 2 personnel)	\$	600	per truck, per hour
Brush Truck (staffed with at least 2 personnel)	\$	325	per truck, per hour
Chief Vehicle (staffed with at least 1 person)	\$	150	per hour
Class A Pumper (Type I, II, or similar staffed with at least 2 personnel)	\$	450	per truck, per hour
Command Unit (staffed with at least 1 person)	\$	150	per hour
Heavy Rescue Truck (staffed with 2 personnel)	\$	500	per truck, per hour
Medical Response Vehicle (staffed with 2 personnel)	\$	150	per truck, per hour
Rehab (staffed with 1 personnel)	\$	75	per hour
Tender Apparatus (staffed with at least 2 personnel)	\$	350	per truck, per hour

Personnel

Fire Inspectors	\$	35	per hour
Fire Investigators	\$	75	per hour
Firefighter/EMT	\$	35	per hour
Haz-Mat Tech	\$	40	per hour
Incident Commander	\$	75	per hour
Swift Water Team	\$	200	per hour

Equipment and Supplies

Equipment and supplies includes items such as water, foam, tools, hose, fuel, PPE, medical supplies, and any other item that is used or damaged as part of a response

Cost +10%

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
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
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
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.		

City of Taylor - Fee Schedule for City Services FY 2021

Level 4- \$ 1,800

Includes Level 1 & 2 services as well as extraction (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

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**

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

Level 2- \$ 2,500

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

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

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

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 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:

Assignment-	\$ 400	per hour, per engine
Includes: Scene Safety, Investigation, Fire/Hazard Control	\$ 500	per hour, per truck

City of Taylor - Fee Schedule for City Services FY 2021

Water Incidents**Level 1-****\$400 + \$50/hr, per rescue person**

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**

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**

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: \$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 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 per hour
Truck	\$ 500 per hour
Miscellaneous equipment	\$ 300 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 SERVICESLibrary 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
Individuals/Non Profit	\$ 50 first two hours
Individuals/Non Profit - Additional Hours	\$ 25 each additional hour
Business/Commercial	\$ 100 first two hours
Business/Commercial - Additional Hours	\$ 50 each additional hour

Library Fees

Library card - Non-resident Individual	\$ 10 per year
Library card - Non-resident Family	\$ 25 per year
Library card - Resident	no charge
Library card - replacement (1st replacement)	\$ 2
Library card - subsequent replacement cards	\$ 5
Copies - Black & White	\$ 0.10 per impression
Copies - Color	\$ 0.25 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 per book, non-refundable
PayPal online processing fee	\$ 1

City of Taylor - Fee Schedule for City Services FY 2021

MISCELLANEOUS FEES AND PERMITS

<u>Taxicab</u>		
Vehicle permit fee	\$	150 per vehicle
Taxicab driver's permit	\$	25 per year
Horse drawn carriage permit	\$	25 6 months
Non-Motorized (Ex. Pedal Cabs)	\$	25 per vehicle
<u>Street Closures</u>		
Special Events (non-parade, non-filming)	\$	75
Parade	\$	75
<u>Processing Fee for Credit Card Payments made in-house or online</u>	\$	3
<u>Film Production Fees</u>		
Activity:	Cost per Calendar Day	
Film Application Fee	\$	25
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area.	\$	500
Partial, non-disruptive use of a public building, park, right-of-way, or public area.	\$	250
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$	50
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$	25
Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles.	\$	50
Filming	\$	250 =+min of one police officer & vehicle at rates specified under police Dept. Fees

PARKS AND RECREATION

<u>Public Facility Rental</u>		
Murphy Park: Upper Pavilion Rental	\$	150 per day + \$100 refundable deposit
Lower Pavilion Rental	\$	130 per day + \$75 refundable deposit
Robinson Park: Pavilion	\$	25 per day
Bull Branch Park: Pavilion	\$	25 per day
Taylor Regional Park: Pavilion	\$	25 per day
Heritage Square: Amphitheater	\$	125 half day (less than 4 hours)
	\$	250 full day (4 hours or more)
	\$	62.50 half day (non-profit rate)
	\$	125 full day (non-profit rate)
	\$	500 refundable deposit
Heritage Square: Pavilion	\$	75 half day (less than 4 hours)
	\$	150 full day (4 hours or more)
	\$	37.50 half day (non-profit rate)
	\$	75 full day (non-profit rate)
	\$	300 refundable deposit
Non-profit renter must be able to produce proof of non-profit status.		

Public Property

Long term rental of space on public property for commercial purposes	As Negotiated
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Recreation Fees

Swimming Pool Admission: (Robinson Park & Murphy Park)	
Children (3 and under)	Free
Children (4 to 12 years old)	\$ 2
Adults (13 to 59 years old)	\$ 3
Seniors (60 and over)	\$ 2
Family Passes - 30 admissions	\$ 45
Family Passes - 60 admissions	\$ 90

City of Taylor - Fee Schedule for City Services FY 2021

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	
Hourly Use	\$	25	per hour, per field
Hourly Use with lights	\$	45	per hour, per field
Practice: per field, per month (2/week@2hrs each)	\$	200	
Gate fee	\$	10	per participating team

Robinson Park

Deposit (weekend rental)	\$	100	
Maintenance to field outside regular operating hours	\$	34	per/hr @ request of the renter
Rental Fee w/no lights	\$	25	per/day
Rental Fee with lights	\$	45	per/day

Recovery fee (ALL City fields) - All sports included \$ 5 per person/per season

Athletic Fields (Taylor Regional Park & Sports Complex Only-Baseball/Softball only)

Deposit	\$	250	Include concession, if applicable
Field attendants (minimum of 2 attendants)	\$	17	per attendant, per hour
Lights	\$	50	per field
Rentals	\$	100	per field, per day
Field Re-drag/Re-chalk	\$	25	per field, per drag/chalk

Football and Soccer Fields

Field Rental	\$	150	per field, per day
Lights	\$	50	per field

Concession Stand (Taylor Regional Park & Sport Complex)

Concession Rentals Pay 10% of gross receipts

Deposit	\$	250	
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Beverage Use

(Cost per bottle calculated by dividing current case price by the number of bottles per case)

Vendors (Must obtain permission prior to event)

With Electricity	\$	35	per day
No electricity	\$	25	per day

PLANNING AND DEVELOPMENT SERVICES , ENGINEERING AND CONSTRUCTION

All permits submitted through MyGovernmentOnline will be assessed a **\$15 Technology Fee**

Properties located within a Neighborhood Empowerment Zone may be eligible for a 50% reduction in the following fees:

Zoning, Platting, Site Plan, Building, Plumbing, Mechanical, Electrical, and Gas

Building Permits

All permits calculated on a per square foot basis will be charged a Weatherization Fee of \$ 0.005 Per Sq. Ft.

New Residential and Residential Additions

(Excludes multi-family greater than four units and mixed use)

Plan Review Fee (Collected at time of application) \$ 0.15 Per Sq. Ft.

Permit Fee (Collected upon permit approval) \$ 1.00 Per Sq. Ft.

(Includes Building, Electrical, Plumbing, and Mechanical - \$0.25 per sq. ft. each)

The permit fee includes initial inspections and one re-inspection. **Each re-inspection required after the first re-inspection will be charged an inspection fee of \$55.**

City of Taylor - Fee Schedule for City Services FY 2021

Residential Remodel

(Excludes multi-family greater than four units and mixed use)

Plan Review Fee (Collected at time of application)	\$	75
Permit Fee (Collected upon permit approval)	\$	0.50 Per Sq. Ft.
(Includes Building, Electrical, Plumbing, and Mechanical - \$0.125 per sq. ft. each)		

The permit fee includes initial inspections and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of **\$55**.

Residential Manufactured Home

Plan Review Fee (Collected at time of application)	\$	75
Permit Fee (Collected upon permit approval)	\$	0.50 Per Sq. Ft.
(Includes Building, Electrical, Plumbing, and Mechanical - \$0.125 per sq. ft. each)		

The permit fee includes initial inspections and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of **\$55**.

Manufactured Home Park

Manufactured Home Park - additions or alterations to spaces	\$	25 per space
Manufactured Home Park - original permit application	\$	400
Manufactured Home Park License (Annual Fee - 10 spaces or less)	\$	250
Manufactured Home Park License (Annual Fee - greater than 10 spaces)	\$	500

New Commercial and Commercial Additions

(Includes multi-family greater than four units and mixed use)

Plan Review Fee (Collected at time of application)	\$	0.15 Per Sq. Ft.
Permit Fee (Collected upon permit approval)	\$	1.00 Per Sq. Ft.
(Includes Building, Electrical, Plumbing, and Mechanical - \$0.25 per sq. ft. each)		

The permit fee includes initial inspections and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of **\$75**.

New Commercial - Shell Building

Plan Review Fee (Collected at time of application)	\$	0.15 Per Sq. Ft.
Permit Fee (Collected upon permit approval)	\$	0.60 Per Sq. Ft.
(Includes Building, Electrical, Plumbing, and Mechanical - \$0.15 per sq. ft. each)		

The permit fee includes initial inspections and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of **\$75**.

Commercial - Tenant Finish Out

Plan Review Fee (Collected at time of application)	\$	0.15 Per Sq. Ft.
Permit Fee (Collected upon permit approval)	\$	0.80 Per Sq. Ft.
(Includes Building, Electrical, Plumbing, and Mechanical - \$0.20 per sq. ft. each)		

The permit fee includes initial inspections and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of **\$75**.

Commercial Remodel

(Includes multi-family greater than four units and mixed use)

Plan Review Fee (Collected at time of application)	\$	0.15 Per Sq. Ft.
Permit Fee (Collected upon permit approval)	\$	0.50 Per Sq. Ft.
(Includes Building, Electrical, Plumbing, and Mechanical - \$0.125 per sq. ft. each)		

The permit fee includes initial inspections and one re-inspection. Each re-inspection required after the first re-inspection will be charged an inspection fee of **\$75**.

Miscellaneous Electrical Permits

"T" Pole	\$	40 + Inspection Fees
Meter Loop	\$	40 + Inspection Fees
Miscellaneous Electrical	\$	40 + Inspection Fees
Solar Panels	\$	40 + Inspection Fees + \$75 Plan Review Fee

City of Taylor - Fee Schedule for City Services FY 2021

Miscellaneous Mechanical Permits

HVAC Change Out - Less than 2,000 CFM	\$	40	+ Inspection Fees
HVAC Change Out - Greater than 2,000 CFM	\$	65	+ Inspection Fees
HVAC Electric Hook-up	\$	40	+ Inspection Fees
Miscellaneous Mechanical	\$	40	+ Inspection Fees

Miscellaneous Plumbing Permits

Lawn Irrigation System	\$	40	+ Inspection Fees
Yard Line Repair (water, sewer, gas)	\$	40	+ Inspection Fees
Gas Meter Release	\$	40	+ Inspection Fees
Water Well (to ensure no backflow or cross connection to City water)	\$	40	+ Inspection Fees
Miscellaneous Plumbing	\$	40	+ Inspection Fees

Other Miscellaneous Permits

Commercial Accessory Structures less than 200 square feet - \$ 40 + Inspection Fee + \$75 Plan Review Fee
(Accessory Dwelling Units follow Residential Fees)

Accessory Structures **greater than 200** square feet - \$ 40 or \$0.20 per sq. ft. whichever is greater + inspection fees
(Accessory Dwelling Units follow Residential Fees)

Residential and Commercial Accessory Structures greater than 200 square feet - \$ 40 or \$0.20 per sq. ft. whichever is greater + inspection fees + \$75 Plan Review Fee

Certificate of Occupancy - Commercial (Includes Customer Service Inspection - CSI)	\$	80	+ Inspection Fees
Customer Service Inspection (CSI) - Residential	\$	80	
Demolition	\$	25	+ Inspection Fees
Driveway	\$	40	+ Inspection Fees
Fence (Under 6 feet tall)	\$	25	+ Inspection Fees
Fence (Over 6 feet tall)	\$	25	+ Inspection Fees + \$75 Plan Review Fee
Foundation Leveling and Repair - \$40 + \$0.10 per sq. ft. + inspection fees			
Mobile Food Vendors and Food Courts	\$	150	+ Inspection Fees
Moving - from outside City Limits	\$	130	+ \$35 escort fee
Moving - within City Limits	\$	65	+ \$35 escort fee
Pool (above ground)	\$	50	+ Inspection Fees + \$75 Plan Review Fee
Pool (in ground)	\$	100	+ Inspection Fees + \$75 Plan Review Fee
Porch or Deck	\$	40	+ Inspection Fees + \$75 Plan Review Fee
Tent Revival	\$	35	
Work in the City Right-of-Way (no engineering review)	\$	40	+ Inspection Fees
Work in the City Right-of-Way (with engineering review)	\$	40	+ 1% of project cost + engineering inspection fees
Engineering inspection fees			
Tree Removal Permit	\$	40	+ Inspection Fees

Inspection Fees

Initial Inspection (Residential)	\$	55	
Each Re-inspection (Residential)	\$	55	
Initial Inspection (Commercial)	\$	75	
Each Re-inspection (Commercial)	\$	75	
Medical gas inspections/re-inspections	\$	250	
Engineering inspections		3%	of project cost
Inspections after normal hours (M - F - 8 a.m. to 5 p.m.)	\$	100	per hour

Fees for Work Without a Permit

Work without a permit - First Offense	Double the permit fee
Work without a permit - Second and Subsequent Offenses filed in Municipal Court	Triple the permit fee & citation

Planning, Zoning, Subdivision, Site Development**Annexation**

Voluntary Annexation (with notice)	\$	100	application fee + \$250 review fee + notices
Voluntary Annexation (without notice)	\$	100	application fee + \$150 review fee

Comprehensive Plan

	\$	100	application fee + \$250 review fee + notices
Land Use Plan Amendment	\$	100	application fee + \$250 review fee + notices
Thoroughfare Plan Amendment			

City of Taylor - Fee Schedule for City Services FY 2021

Zoning		
Re-zoning	\$	100 application fee + \$250 review fee + notices
Specific Use Permit	\$	100 application fee + \$250 review fee + notices
Planned Development Initial Submittal	\$	100 application fee + \$500 review fee + notices
Planned Development Re-Submittal	\$	300 review fee for each re-submittal
Appeals		
Variance	\$	100 application fee + \$150 review fee + notices
Special Exceptions	\$	100 application fee + \$150 review fee + notices
Zoning Verification Letter	\$	50
Site Development		
Site Plan Initial Submittal	\$	100 application fee + \$300 review fee
Site Plan Re-Submittal	\$	300 review fee for each re-submittal
Site Development Inspection Fee	\$	0.05 per sq. ft. of impervious cover paid at plan approval
Subdivision		
<u>Final Plats (includes Amended Plats and Re-Plats)</u>		
Final Plat Initial Submittal	\$	100 application fee + \$300 review fee + \$30 per lot
Final Plat Re-Submittal	\$	300 review fee for each re-submittal
<u>Preliminary Plats</u>		
Preliminary Plat Initial Submittal	\$	100 application fee + \$550 review fee + \$35 per lot
Preliminary Plat Re-Submittal	\$	300 review fee for each re-submittal
<u>Subdivision Improvement Plans (Construction Plans)</u>		
Improvement Plans Initial Submittal	\$	500 application fee + 1% of improvement cost paid prior to plan approval
Improvement Plans Re-Submittal	\$	500 review fee for each re-submittal
Improvements Inspection Fee		3% of improvements cost paid at plan approval
Variance	\$	100 application fee + \$150 review fee + notices
Plat Certification	\$	50
Miscellaneous Fees		
Recording Fees (all application types)	Set by Williamson County - paid by applicant	
Mailed Notices (all application types)	\$	5 per notice
Pipeline Permit	\$	2,500 + Annual Fee (\$3 per rod within right-of-way)
Professional services recovery fee: If an outside consultant for the city is required for an applicant's project, the applicant is required to pay the estimated fee for such service prior to such service being conducted and shall pay or receive a refund for the difference between the estimated fee and the actual fee within thirty (30) days of the city's receipt of an invoice from the outside consultant for the services rendered. The city may require that additional fees be deposited when the original fee is exhausted or is projected to be exhausted. In such event, the city shall prepare an estimate of the additional fees for the outside consultant and send the applicant written notice of the additional fees that must be deposited, accompanied by the estimate. The applicant shall pay the estimated additional fee deposit within fifteen (15) days of date of the notice.		
Sign Permits		
Banner	\$	25
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 Sign Re-Facing	\$	40 + \$1.60 per square foot
Freestanding Signs over 8 ft Tall	\$	40 + \$1.60 per square foot + \$75 Plan Review Fee
Internally Illuminated Signs	\$	40 + \$1.60 per square foot + \$75 Plan Review Fee
Temporary Use Directional Sign	\$	25 per calendar year per real estate agency + \$5 for each sign
Only allowed to be displayed from noon to 5 p.m. on Sundays. Can be displayed in the right-of-way as an off-site sign. See sign ordinance for additional requirements.		
Temporary Use Directional Sign Redemption Fee	\$	25 first sign + \$5 each additional sign
Sign Initial Inspection Fee	\$	50
Each Re-Inspection	\$	50

City of Taylor - Fee Schedule for City Services FY 2021

Roadway Impact Fees

**FOR PROPERTY PLATTED/SUBDIVIDED PRIOR TO FEBRUARY 13, 2014 AND AFTER
APRIL 24, 2007**

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

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

**ROADWAY IMPACT FEES ORDINANCE 2014-03 ADOPTED FEBRUARY 13, 2014
FOR PROPERTY DEVELOPED AFTER FEBRUARY 13, 2014**

EFFECTIVE FEE

SERVICE AREA ONE (1)	\$	480	PER L.U.E.
SERVICE AREA TWO (2)	\$	318	PER L.U.E.

Sidewalks

Cash-in-Lieu Fee	\$	10	per Sq Ft
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Right-of-way License

Original License	\$	350
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Impact Fees (For projects platted between 1/10/02 and 4/24/06)

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

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

<u>Meter Type</u>	<u>Meter Size</u>	<u>Ratio to 5/8" Meter</u>	<u>Water Fee</u>	<u>Sewer Fee</u>	<u>Total Fee</u>
Simple	5/8" x 3/4"	1	\$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	\$4,615	\$1,362	\$ 5,977
Simple	2"	8	\$7,384	\$2,179	\$ 9,563
Compound	2"	8	\$7,384	\$2,179	\$ 9,563
Turbine	2"	10	\$9,230	\$2,724	\$ 11,954
Compound	3"	16	\$14,768	\$4,359	\$ 19,127
Turbine	3"	24	\$22,151	\$6,538	\$ 28,690
Compound	4"	25	\$23,074	\$6,811	\$ 29,885
Turbine	4"	42	\$38,765	\$11,442	\$ 50,207
Compound	6"	50	\$46,149	\$13,622	\$ 59,770
Turbine	6"	92	\$84,914	\$25,064	\$ 109,977
Compound	8"	80	\$73,838	\$21,795	\$ 95,633
Turbine	8"	160	\$147,676	\$43,589	\$ 191,265
Compound	10"	115	\$106,142	\$31,330	\$ 137,472
Turbine	10"	250	\$230,744	\$68,108	\$ 298,852
Compound	12"	330	\$304,582	\$89,903	\$ 394,484

City of Taylor - Fee Schedule for City Services FY 2021

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	\$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	\$4,717	\$2,654	\$ 7,371
Simple	2"	8	\$7,548	\$4,246	\$ 11,794
Compound	2"	8	\$7,548	\$4,246	\$ 11,794
Turbine	2"	10	\$9,435	\$5,308	\$ 14,743
Compound	3"	16	\$15,096	\$8,493	\$ 23,589
Turbine	3"	24	\$22,644	\$12,739	\$ 35,383
Compound	4"	25	\$23,587	\$13,270	\$ 36,857
Turbine	4"	42	\$39,627	\$22,294	\$ 61,921
Compound	6"	50	\$47,175	\$26,540	\$ 73,715
Turbine	6"	92	\$86,801	\$48,834	\$ 135,635
Compound	8"	80	\$75,479	\$42,464	\$ 117,943
Turbine	8"	160	\$150,958	\$84,928	\$ 235,886
Compound	10"	115	\$108,501	\$61,042	\$ 169,543
Turbine	10"	250	\$235,873	\$132,700	\$ 368,573
Compound	12"	330	\$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	\$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	\$8,850	\$6,150	\$ 15,000
Simple	2"	8	\$14,160	\$9,840	\$ 24,000
Compound	2"	8	\$14,160	\$9,840	\$ 24,000
Turbine	2"	10	\$17,700	\$12,300	\$ 30,000
Compound	3"	16	\$28,320	\$19,680	\$ 48,000
Turbine	3"	24	\$42,480	\$29,520	\$ 72,000
Compound	4"	25	\$44,250	\$30,750	\$ 75,000
Turbine	4"	42	\$74,340	\$51,660	\$ 126,000
Compound	6"	50	\$88,500	\$61,500	\$ 150,000
Turbine	6"	92	\$162,840	\$113,160	\$ 276,000
Compound	8"	80	\$141,600	\$98,400	\$ 240,000
Turbine	8"	160	\$283,200	\$196,800	\$ 480,000
Compound	10"	115	\$203,550	\$141,450	\$ 345,000
Turbine	10"	250	\$442,500	\$307,500	\$ 750,000
Compound	12"	330	\$584,100	\$405,900	\$ 990,000

POLICE DEPARTMENT

<u>Accident Report</u>	\$	6	Per report
CD of Report	\$	5	Per CD
Certified Copy of Report	\$	8	Per Report

Dispatching fee for other jurisdiction -

By contract as negotiated by City Manager and approved by City Council

<u>Fingerprinting Service</u>	\$	10	Per set
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<u>Police Report</u>	\$	0.10	Per Page, After 50 Pages
DVD's	\$	3.00	
CD's	\$	1.00	

<u>Police unit (vehicle)</u>	\$	25	Per hour
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<u>Security fee for off-duty police officer (3 hrs/officer minimum)</u>	\$	42	Per hour
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City of Taylor - Fee Schedule for City Services FY 2021

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	\$	12.04	Base Fee/month
Each additional cart	\$	3.91	Base Fee/month

Curbside Recycling (pickup every other week):

Single 96 gallon cart	\$	3.25	Base Fee/month
Each additional cart	\$	3.25	Base Fee/month
Multi-Family Resident - Single User	\$	7	Base Fee/month
Multi-Family Resident - Multiple Users	\$	16	Base Fee/month

Customer requesting a one time additional waste/bulk item(s) collection (in additional to normal service) will be advised of a one-time additional charge prior to the scheduling of the additional pickup. Pricing determined by service provider.

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	\$	18.91	Base Fee/month
Two X s Per week pick up	\$	27.08	Base Fee/month
Three X s Per week pick up	\$	33	Base Fee/month
Four X s Per week pick up	\$	41.27	Base Fee/month
Five X s Per week pick up	\$	51.15	Base Fee/month

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

One X Per week pick up	\$	52.37	Base Fee/month
Two X s Per week pick up	\$	86.71	Base Fee/month
Three X s Per week pick up	\$	107.32	Base Fee/month

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

One X Per week pick up	\$	68.54	Base Fee/month
Two X s Per week pick up	\$	119.23	Base Fee/month
Three X s Per week pick up	\$	169.79	Base Fee/month
Four X s Per week pick up	\$	199.77	Base Fee/month
Five X s Per week pick up	\$	247.66	Base Fee/month

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

One X Per week pick up	\$	86.71	Base Fee/month
Two X s Per week pick up	\$	151.72	Base Fee/month
Three X s Per week pick up	\$	219.51	Base Fee/month
Four X s Per week pick up	\$	264.16	Base Fee/month
Five X s Per week pick up	\$	343.08	Base Fee/month

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

One X Per week pick up	\$	108.38	Base Fee/month
Two X s Per week pick up	\$	178.90	Base Fee/month
Three X s Per week pick up	\$	265.54	Base Fee/month
Four X s Per week pick up	\$	298.84	Base Fee/month
Five X s Per week pick up	\$	364.88	Base Fee/month

City of Taylor - Fee Schedule for City Services FY 2021

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

One X Per week pick up	\$	131.88	Base Fee/month
Two X s Per week pick up	\$	218.56	Base Fee/month
Three X s Per week pick up	\$	307.07	Base Fee/month
Four X s Per week pick up	\$	378.08	Base Fee/month
Five X s Per week pick up	\$	477.12	Base Fee/month

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

One X Per week pick up	\$	160.76	Base Fee/month
Two X s Per week pick up	\$	252.90	Base Fee/month
Three X s Per week pick up	\$	350.43	Base Fee/month
Four X s Per week pick up	\$	453.38	Base Fee/month
Five X s Per week pick up	\$	597.90	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	\$	126.25	Fee per delivery
30 yd Roll-Off	\$	126.25	Fee per delivery
40 yd Roll-Off	\$	126.25	Fee per delivery

Daily rental:

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

20 yd Roll-Off	\$	1.95	Rate/day
30 yd Roll-Off	\$	1.95	Rate/day
40 yd Roll-Off	\$	1.95	Rate/day

Haul cost:

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

20 yd Roll-Off	\$	388.46	Cost per haul
30 yd Roll-Off	\$	466.14	Cost per haul
40 yd Roll-Off	\$	543.83	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	\$	72.58	Fee/delivery
Daily Rental	\$	4.35	Rate/day
Haul cost	\$	72.58	Cost per haul

Industrial Solid Waste Collection Services - collected by service provider

Spring and Fall cleanup

Per Standard pick-up truck load	\$	10	
Trailer (16' to 18')	\$	20	

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

Waste Hauling

Liquid waste hauler discharge permit	\$	100	each year (1) vehicle
	\$	25	each additional vehicle
Discharge fee	\$	0.05	(or \$50.00 per 1,000 gals.) per gallon (based on the size of tanker).

For Special Industrial Wastes that are manifested by State regulation, excluding water or wastewater treatment plant sludge, the rate per haul of a roll off container is \$205.00.

Disposal charges shall be determined following receipt of a waste profile determining handling and classification of the specific waste stream.

Rates are subject to modification by City approval.

City of Taylor - Fee Schedule for City Services FY 2021

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.

<u>Meter Size</u>	<u>Avg. Gallons consumption/month**</u>	<u>Deposit Amount</u>
5/8" x 3/4"	<10,000	\$ 100
3/4"	<10,000	\$ 120
1"	<10,000	\$ 130
1½"	<15,000	\$ 175
2"	<15,000	\$ 225
3"	<15,000	\$ 275
4"	<25,000	\$ 425
6"	<25,000	\$ 625
8"	<50,000	\$ 1,025
10"	<75,000	\$ 1,525
12"	<150,000	\$ 2,525

**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.

<u>Meter Size</u>	<u>Avg. Gallons consumption/month**</u>	<u>Deposit Amount calculated as follows:</u>
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"	\$ 1,375 per tap
1½"	\$ 1,735 per tap
2"	\$ 1,929 per tap
Sewer Taps	
4"	\$ 1,338.94 per tap
6"	\$ 1,491.16 per tap

Backflow Prevention

Initial Permit	\$ 25
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Water Rates

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

Total monthly charges include the minimum base rate plus block rate structure for single family, commercial, and industrial. For irrigation the minimum base rate plus **\$6.93** per 1,000 gallons.

Base Rate

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>
5/8" x 3/4"	\$ 32.25
1"	\$ 53.87
1½"	\$ 80.61
2"	\$ 129.02
3"	\$ 258.05
4"	\$ 403.19
6"	\$ 807.34
Living Unit Equivalent (LUE)	\$ 13.17 for each LUE

City of Taylor - Fee Schedule for City Services FY 2021

Residential:

Block 1	per kgals. (0-2,000 gallons)	\$	3.28
Block 2	per kgals. (2001-5,000 gallons)	\$	3.61
Block 3	per kgals. (5,001-9,000 gallons)	\$	3.92
Block 4	per kgals. (above-9,000 gallons)	\$	4.58

Non-Residential:

Block 1	per kgals. (0-15,000 gallons)	\$	4.43
Block 2	per kgals. (15,001-45,000 gallons)	\$	4.87
Block 3	per kgals. (45,001-120,000 gallons)	\$	5.31
Block 4	per kgals. (above-120,000 gallons)	\$	5.75

Irrigation: All usage \$ 6.93 per 1,000 gallons

Bulk Water Rate \$ 6.17 per 1,000 gallons

Sewer Rates**Rates for all Single Family Dwelling accounts per connection.**

Total "charge" includes monthly minimum **plus \$6.91**-per 1,000 gallons . Usages is based on three consecutive months average water billing during low use period (December, January and February).

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>
5/8" x 3/4"	\$ 28.84
1"	\$ 28.84
1½"	\$ 28.84
2"	\$ 28.84
3"	\$ 28.84
4"	\$ 28.84
6"	\$ 28.84

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

Total monthly charge includes monthly minimum plus **\$6.91**- per 1,000 gallons.

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>
5/8" x 3/4"	\$ 28.84
1"	\$ 28.84
1½"	\$ 28.84
2"	\$ 28.84
3"	\$ 28.84
4"	\$ 28.84
6"	\$ 28.84

Additional Utility Service Fees:

Administrative/Processing Fee	\$ 25
After Hours Connection Fee	\$ 50
Connect Fees	\$ 25
Fire Hydrant Meter-Base Fee (no consumption included)	\$ 100
Fire Hydrant Meter-Deposit	\$ 600
Late Fee (Applied to balance of account if not paid by due date indicated on bill)	10%
Lock Fee	\$ 25
Meter Fee	\$ 275

*Meter Fee is either \$275 or cost of meter at time of City purchase - whichever amount is greater.

Meter Flow Test-In-House	\$ 40
Plugged/Pulled Meter Fee	\$ 75
Reconnect Fee	\$ 25
Reread Fees	\$ 20
Return Check & NSF Electronic Draft Fees	\$ 30
Return Trip Fee	\$ 20
Third Party Meter Flow Test-Commercial	\$ 175
Third Party Meter Flow Test-Residential	\$ 95
Transfer Fee	\$ 20
Unauthorized Usage Fee (customer turns water back on to avoid the after charge)	\$ 75

Municipal Drainage Utility System

	<u>Monthly Rate</u>
Equivalent Residential Unit (ERU)	
Residential (includes multi-family) = 1 ERU/Unit	\$ 3 Per ERU
Non-residential= \$3.00 per 2,500 sq ft of impervious area	\$ 3 minimum fee

City of Taylor - FY 2021 Fee Schedule for City Services

Transportation User Fee

TRIP FACTOR INDEX

Category	Units	Trip Factor	SubCategories
Building Materials	1,000 SF	4.49	Building Materials and Lumber Store, Hardware/Paint Store, Nursery
Convenience Market	1,000 SF	34.57	Convenience Market (no gas pumps), Convenience Market with Gas Pumps, Gasoline/Service Station
Medical Office	1,000 SF	3.57	Medical-Dental Office Building, Clinic, Veterinary Hospital/Veterinary Clinic
Restaurant	1,000 SF	11.15	Restaurant, Drinking Place
Fast Food	1,000 SF	26.15	Fast Food Restaurant w/out Drive-Thru Window, Fast Food Restaurant with Drive-Thru Window, Donut Place w/out Drive-Thru Window, Donut Place with Drive-Thru Window
Hospital/Nursing Home	1,000 SF	0.74	Hospital, Nursing Home
Indoor Recreation	1,000 SF	3.53	Bowling Alley, Movie Theater, Health Fitness Club
Lodging	Rooms	0.47	Hotel, Motel
Business Office	1,000 SF	1.29	General Office Building, Single Tenant Office Building, United States Post Office, Research and Development Center, Business Park
Bank	1,000 SF	12.13	Walk-In Bank, Drive-In Bank
Salon	1,000 SF	1.93	Hair Salon
General Retail	1,000 SF	3.71	Shopping Center, Apparel Store, Arts and Craft Store, DVD/Video Rental
Auto Part/Service/Wash	1,000 SF	4.46	Quick Lubrication Vehicle Shop, Self Service Car Wash, Automated Car Wash, Automobile Parts Sales, Automobile Parts and Service
Large School/Day Care	students	0.2	All schools w/greater than 50 students
Day Care	1,000 SF	12.46	Daycare Center (less than 50 students)
Supermarket/Pharmacy	1,000 SF	8.4	Supermarket, Pharmacy/Drugstore
Prison	1,000 SF	2.91	Prison
Superstore	1,000 SF	4.35	Free-Standing Discount Superstore
Outdoor Recreation	acres/campsites	0.3	Campground/RV Park, Golf Course, Arena
Car Sales	1,000 SF	2.62	New Car Sales
Warehousing	1,000 SF	0.32	Warehousing
Industrial	1,000 SF	0.73	General Light Industrial, General Heavy Industrial, Manufacturing, Utilities

TRANSPORTATION USER FEE SCHEDULE

	Monthly Base Trip Rate	Monthly Charge
Nonresidential Tiers		
Tier I*	0-8.99	\$25.00
Tier II	9.00-13.65	\$33.00
Tier III	13.66-27.30	\$50.00
Tier IV	27.31-53.99	\$67.00
Tier V	54.00-102.00	\$84.00
Tier VI	102.01+	\$133.00
Residential		
Single Family	flat rate	\$8.00
Multi-Family	flat rate	\$8.00

*All churches will be placed in Tier I

Calculation: Trip factor times square foot divided by 1,000 square foot=rate

Animal Control

- Page 1

- Add "Chicken Permit" - \$20
- Add "Pet Carrier" - \$3 per box
- Remove "Pick Up"
 - Deceased Animal - \$35
 - Deceased Animal – After Hours - \$50

- Page 2

- Remove "Rabies Quarantine" – 10 Days Boarding Fee + Impound Fee + Registration Fee (if necessary)
- Remove "Rabies Vaccination" - \$25
- Remove "Specialized Food" - \$10
- Remove "Return Charges"
 - Loose animals that are picked up - \$35
 - Loose animals that are picked up (2nd occurrence per annum) - \$55
 - Loose animals that are picked up (3rd occurrence per annum) - \$75
 - Loose livestock that are picked up - \$65 per occurrence

Cemetery

- Page 2

- 5% increase on all Cemetery fees

Fire Department

- Page 2

- Remove "Site and subdivision plans" - \$100
- Reword "False Fire Alarm..."
- Reword "Outdoor burn in city limits – Approved..."
- Reword "Outdoor burn in city limits – Illegal..." and replace \$300 fine with reference to Ordinance 2012-18 for penalty.
- Add "Hydrant Flow Test...Conducted" - \$100
- Add "Hydrant Flow Test...Witnessed" – No Charge
- Remove "Fire Reports" - \$2

- Page 3

- Remove "CSI Inspection" - \$40
- Reword "Annual Fire Safety Inspection (Commercial Businesses)"
- Add "Annual Fire Safety Inspection (Commercial Businesses – First and Second Re-inspection) – No Charge
- Remove "Fire Final" - \$100
- Reword "Assisted Living Facility..."
- Reword "Day Care Facility..."
- Remove "Day Care Centers – Providing care for 11 or more" - \$50

Fire Department (Cont.)

- Page 3 (Cont.)

- Reword "Nursing Home..."
- Reword "Hospital Inspection"
- Reword "Foster/Adoption Home..."
- Reword "Mobile/Food Trailer..."
- Reword "Plans Review" Section Heading
- Reword "Fuel Distribution: Dispenser..." and lower fee from \$150 to \$100
- Reword "Outdoor Burn Fee (illegal)..." and replace \$300 fine with reference to Ordinance 2012-18 for penalty
- Reword "Note: The following list is not all-inclusive..."
- Reword "Aerial Apparatus (staffed with at least 2 personnel)"
- Reword "Brush Truck (staffed with at least 2 personnel)"
- Reword "Chief Vehicle (staffed with at least 1 person)"
- Reword "Class A Pumper (Type I, II, or similar staffed with at least 2 personnel)"
- Reword "Command Unit (staffed with at least 1 person)"
- Reword "Heavy Rescue Truck (staffed with 2 personnel)"
- Reword "Medical Response Vehicle (staffed with 2 personnel)"
- Reword "Rehab (staffed with 1 personnel)"
- Reword "Tender Apparatus (staffed with at least 2 personnel)"

- Page 4

- Remove "Haz-Mat Awareness" - \$25
- Remove "Haz-Mat Operation" - \$35
- Add "Equipment and Supplies" Section – Cost + 10%
- Remove "Haz-Mat" supply section – multiple
- Remove "Protection Equipment Replacement" section – multiple
- Remove "Firefighting Agents" section – multiple
- Remove "Emergency Medical Services" section – multiple

- Page 5

- Remove "Firefighting Equipment Replacement" section – multiple
- Remove "Rescue Equipment Used" section – multiple
- Remove "Fire Equipment Used" section – multiple

Planning and Development Services, Engineering, and Construction

- Page 10

- Fix typo in "All permits calculated...Weatherization Fee,"

- Page 11

- Add "Solar Panels" permit fee - \$40 + Inspection Fees + \$75 Plan Review Fee

Planning and Development Services, Engineering, and Construction (Cont.)

- Page 12

- Revise “Accessory Structures less than 200 sq ft -\$40” to read ‘Commercial Accessory Structure less than 200 sq ft - \$40 + inspection fee + plan review fee \$75’
- Add “Residential and Commercial Accessory structures greater than 200 sq ft -\$40 or \$0.20 per sq ft whichever is greater + inspection fees + \$75 plan review fee”
- Revise “Customer Service Inspection (CSI) Residential” to read “\$80”
- Revise “Fence (over 6 feet tall)” to read “\$25 + inspection fees + plan review fee \$75”
- Revise “Pool (above ground)” to read “\$50 + inspection fees + plan review fee \$75” and Delete “plumbing + electrical”
- Revise “Pool (in ground)” to read “\$100 + inspection fees + plan review fee \$75” and Delete “plumbing + electrical”
- Revise “Porch or Deck” to read “\$40 + inspection fees + plan review fee \$75”
- Add “Tree Removal Permit” - \$40 + inspection fees

- Page 13

- Add “Pipeline Permit” - \$2,500 + annual fee (\$3 per rod within right-of-way)
- Add “Freestanding signs over 8 ft tall” - \$40 + \$1.60 per square foot + plan review fee \$75
- Add “Internally illuminated signs” - \$40 + \$1.60 per square foot + plan review fee \$75

Police Department

- Page 15

- Add “Certified Copy of Report” - \$8 per report
- Remove “Alarm Panel Monitoring...” - \$24
- Remove “Applicant Fingerprinting Cards” - \$2.50
- Remove “Parade Permit” - \$25

Proposed Fee Amendments

Animal Control

- Page 1 of Exhibit A

- o Add “Chicken Permit” - \$20
- o Add “Pet Carrier” - \$3 per box
- o Remove “Pick Up”
 - Deceased Animal - \$35
 - Deceased Animal – After Hours - \$50

Proposed Fee Amendments

Animal Control (Cont.)

- Page 2 of Exhibit A

- o Remove “Rabies Quarantine” – 10 Days Boarding Fee + Impound Fee + Registration Fee (if necessary)
- o Remove “Rabies Vaccination” - \$25
- o Remove “Specialized Food” - \$10
- o Remove “Return Charges”
 - Loose animals that are picked up - \$35
 - Loose animals that are picked up (2nd occurrence per annum) - \$55
 - Loose animals that are picked up (3rd occurrence per annum) - \$75
 - Loose livestock that are picked up - \$65 per occurrence

Proposed Fee Amendments

Cemetery

- **Page 2 of Exhibit A**
 - o 5% increase on all Cemetery fees

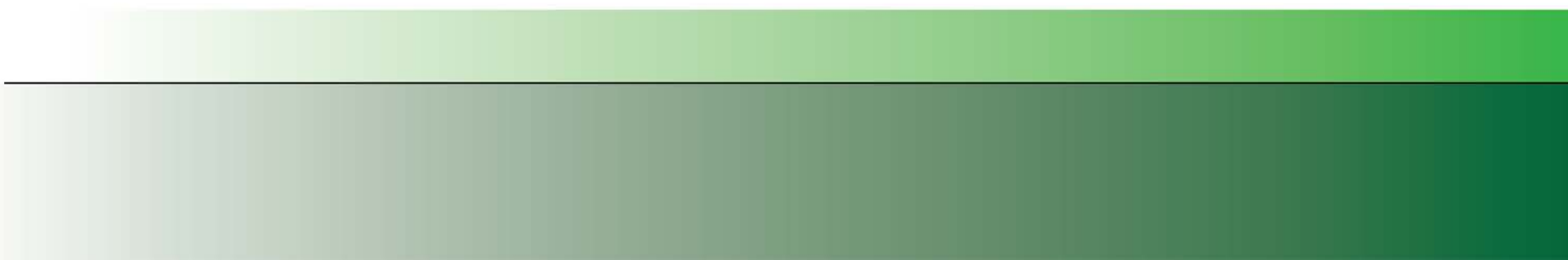
Fire Department

- **Pages 2-5 of Exhibit A**
 - o Add “Hydrant Flow Test...Conducted” - \$100
 - o Add “Equipment and Supplies” Section – Cost + 10%
 - o Replace detailed fee listing of individual equipment and supplies
 - o Remove “Site and subdivision plans” - \$100

Proposed Fee Amendments

Fire Department

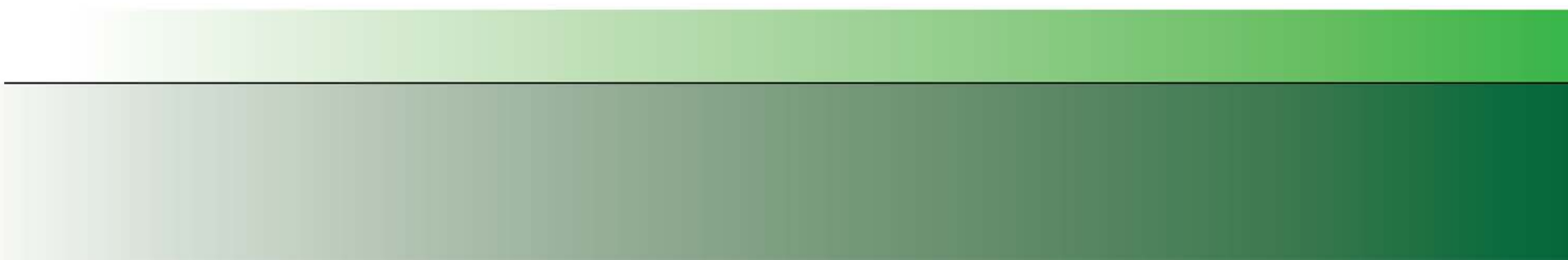
- Pages 2-5 of Exhibit A (cont.)

- o Remove “Fire Reports” - \$2
 - o Remove “CSI Inspection” - \$40
 - o Remove “Fire Final” - \$100
 - o Remove “Day Care Centers – Providing care for 11 or more” - \$50
 - o Remove “Haz-Mat Awareness” - \$25
 - o Remove “Haz-Mat Operation” - \$35
 - o Reword several items for clarity
- 
- A decorative horizontal bar at the bottom of the slide, consisting of a light green gradient bar on top and a darker green gradient bar on the bottom, separated by a thin black line.

Proposed Fee Amendments

Planning and Development Services, Engineering, and Construction

- Pages 11-13 of Exhibit A

- o Add “Solar Panels” permit fee - \$40 + Inspection Fees + \$75 Plan Review Fee
 - o Add “Tree Removal Permit” - \$40 + inspection fees
 - o Add “Pipeline Permit” - \$2,500 + annual fee (\$3 per rod within right-of-way)
 - o Add “Freestanding signs over 8 ft tall” - \$40 + \$1.60 per square foot + plan review fee \$75
 - o Add “Internally illuminated signs” - \$40 + \$1.60 per square foot + plan review fee \$75
 - o Revise several fees to include inspection fee and plan review fee
- 

Proposed Fee Amendments

Police Department

- **Page 15 of Exhibit A**
 - o Add “Certified Copy of Report” - \$8 per report
 - o Remove “Alarm Panel Monitoring...” - \$24
 - o Remove “Applicant Fingerprinting Cards” - \$2.50
 - o Remove “Parade Permit” - \$25



City Council Meeting September 24, 2020 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 5
Agenda Title: Consider Ordinance 2020-15 regarding the franchise for solid waste collection with Waste Connection Lone Star, Inc.

Council Action to be taken: Consider ordinance

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

The City last adopted a solid waste franchise ordinance in 2002. At the time the vendor was IESI TX Corporation. IESI became Progressive Waste Solutions of Texas, Inc. which is now Waste Connections Lone Star, Inc.

This ordinance is presented in order to update the vendor name and codify the exclusive franchisee and the requirement of residents and businesses to utilize the franchisee for all solid waste services.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Council previously adopted the solid waste franchise ordinance in 2002 and entered into a contract with IESI on February 1, 2003, amended the contract on October 1, 2006 (First Addendum), on August 1, 2009 (Second Addendum) and on February 1, 2018 (Third Addendum). The current contract with Waste Connections Lone Star, Inc. expires on January 31, 2023 with an automatic extension option to January 31, 2028.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
This ordinance clarifies and codifies the current name of the franchised solid waste vendor.	N/A

4. RECOMMENDATION

Staff recommends adopting the ordinance.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)
--

N/A

8. ATTACHMENTS

5a. [Proposed ordinance 2020-15](#)

5b. [Ordinance 2002-44](#)

ORDINANCE NO. 2020-15

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS ("CITY"); REGARDING A FRANCHISE FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES IN ACCORDANCE WITH PROVISIONS OF THE CITY CHARTER, ARTICLE 14 WHEREIN THE AUTHORITY IS GRANTED TO PASS AN ORDINANCE ADOPTING A FRANCHISE; RATIFYING THE CONTRACT WITH WASTE CONNECTIONS LONE STAR, INC., FORMERLY PROGRESSIVE WASTE SOLUTIONS OF TX, INC.; REQUIRING USE OF THE FRANCHISE SERVICES BY ALL RESIDENTS AND COMMERCIAL UNITS WITHIN THE CITY AS ALLOWED BY THE TEXAS HEALTH AND SAFETY CODE; PROHIBITING SOLID WASTE COLLECTION AND DISPOSAL BY COMPANIES NOT FRANCHISED BY THE CITY; PROVIDING A PENALTY FOR COMPANIES OPERATING WITHOUT A FRANCHISE AGREEMENT; AND SETTING A FRANCHISE FEE IN THE AMOUNT OF TEN PERCENT (10%); PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING A SAVINGS CLAUSE.

WHEREAS, the City has adopted a franchise for residential and commercial solid waste collection and disposal services for the health, safety and welfare of its citizens; and

WHEREAS, the City has granted a franchise agreement to WASTE CONNECTIONS LONE STAR, INC., formerly Progressive Waste Solutions of TX, Inc., in accordance with the Contract for Solid Waste Collection and Disposal Agreement ("Agreement"); and

WHEREAS, the City authorizes WASTE CONNECTIONS LONE STAR, INC., as an exclusive franchise for residential and commercial solid waste collection and disposal services in accordance with the Agreement; and

WHEREAS, the Texas Health and Safety Code provides that the City can require use of solid waste disposal services offered by a City franchise of its customers within the City and to charge fees for the service; and

WHEREAS, the City prohibits solid waste collection by companies not franchised by this Ordinance and will impose a fine as herein set out;

WHEREAS, in consideration of the Agreement for franchise, the City shall charge ten percent (10%) of the fees charged by WASTE CONNECTIONS LONE STAR, INC., under the Agreement; and

WHEREAS, the City Council desires to amend the Taylor City Code, Chapter 11, Section 11-16 to add the Ordinance adopted herein.

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

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 solid waste collection and disposal service contracted by the City from WASTE CONNECTIONS LONE STAR, INC., referenced in the Agreement shall be used by all customers within the City and charged fees for the services required by the Agreement.

SECTION 3. The City authorizes WASTE CONNECTIONS LONE STAR, INC., to provide residential and commercial solid waste collection and disposal services in accordance with the terms and conditions of the Agreement.

SECTION 4. 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 Two Thousand and No/100 Dollars (\$2,000.00) for each offense, except 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 which governs fire safety, zoning or public health or sanitation shall be punished by a penalty of fine not to exceed the sum of Two Thousand and No/100 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 5. WASTE CONNECTIONS LONE STAR, INC., in consideration of the Contract for franchise, shall pay or allow the City to collect ten percent (10%) of the fees charged by it under the Agreement.

Section 6. The Taylor City Code, Chapter 11, Section 11-16 is amended to add this Ordinance.

Section 7. This Ordinance shall take effect

immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code.

Section 8. If any article, paragraph, or part of a paragraph of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the same shall not invalidate or impair the validity, force or effect of any other article, paragraph or part of a paragraph of this Ordinance which shall remain in full force and effect.

Section 9. 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.

In accordance with Article VIII, Section 1 of the City Charter, Ordinance No. 2020-15 was introduced before the Taylor City Council on the 10th day of September, 2020.

PASSED, APPROVED, and ADOPTED on this _____ day of _____, 2020.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna Barker, 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. 2020-15, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2020, 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 on this ____ day of _____, 2020.

Dianna Barker
City Clerk

ORDINANCE NO. 2002-44

SOLID-WASTE COLLECTION

AN ORDINANCE FOR THE CITY OF TAYLOR, TEXAS, CREATING A FRANCHISE FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES IN ACCORDANCE WITH PROVISIONS OF THE CITY CHARTER, ARTICLE 14 WHEREIN THE AUTHORITY IS GRANTED TO PASS AN ORDINANCE ADOPTING A FRANCHISE; AUTHORIZING THE CITY MANAGER TO EXECUTE A SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT; REQUIRING USE OF THE FRANCHISE SERVICES BY ALL RESIDENTS AND COMMERCIAL UNITS WITHIN THE CITY AS ALLOWED BY THE TEXAS HEALTH AND SAFETY CODE; PROHIBITING SOLID WASTE COLLECTION AND DISPOSAL BY COMPANIES NOT FRANCHISED BY THE CITY; PROVIDING A PENALTY FOR COMPANIES OPERATING WITHOUT A FRANCHISE AGREEMENT; AND SETTING A FRANCHISE FEE IN THE AMOUNT OF TEN PERCENT (10%).

WHEREAS, the City of Taylor, Texas, desires to adopt a franchise for residential and commercial solid waste collection and disposal services for the health, safety and welfare of its citizens; and

WHEREAS, the City of Taylor desires to grant a franchise agreement with IESI TX Corporation for a term of three years in accordance with the Solid Waste Collection and Disposal Agreement ("Agreement"); and

WHEREAS, the City of Taylor, Texas, desires to authorize the City Manager to execute the Agreement between the City of Taylor, Texas and IESI TX Corporation as an exclusive franchise for residential and commercial solid waste collection and disposal services;

WHEREAS, the Texas Health and Safety Code provides that the City can require use of solid waste disposal services offered by a City franchise of its customers within the City and to charge fees for the service;

WHEREAS, the City prohibits solid waste collection by companies not franchised by this Ordinance and will impose a two hundred (\$200.00) per day penalty per customer for companies operating without a franchise agreement;

WHEREAS, in consideration of the Agreement for franchise, the City shall charge ten percent (10%) of the fees charged by IESI, TX Corporation under the Agreement; and

WHEREAS, the City Council, desires to accept the Agreement between the City of Taylor, Texas, and IESI TX Corporation which recite the terms and provisions of the Agreement.

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

SECTION 1.0 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 hereof, as if copied herein verbatim.

SECTION 2.0 The solid waste collection and disposal service contracted for by the City from IESI TX Corp. referenced in the Agreement shall be used by all customers within the City and charged fees for the services required by the Agreement.

SECTION 3.0 The city prohibits solid waste collection and disposal by companies not franchised by this Ordinance and will impose a two hundred (\$200.00) per day penalty per customer for companies operating within the city limits without a franchise agreement;

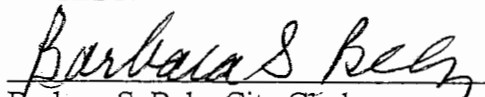
SECTION 4.0 IESI TX Corporation in consideration of the Agreement for franchise, shall pay or allow the City to collect ten percent (10%) of the fees charged by it under the Agreement.

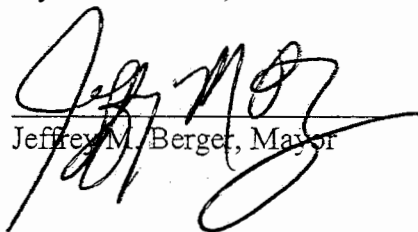
SECTION 5.0 The City of Taylor, Texas, authorizes the City Manager to execute the Agreement with IESI TX Corporation to provide residential and commercial solid waste collection and disposal services in accordance with the terms and conditions of the attached Agreement.

SECTION 6.0 In accordance with Article 8, Section 1 of the City Charter, this Ordinance was introduced before the City Council on the 9th day of December, 2002.

PASSED, APPROVED and ADOPTED on the 17th day of December, 2002.

ATTEST:


Barbara S. Belz, City Clerk


Jeffrey M. Berger, Mayor

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

Contractors 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:

Limits:

Worker's Compensation &
Employer's Liability

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

Comprehensive General Liability

Bodily Injury

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

Property Damage

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

Premises Operation

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

Contractual Liability

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

Comprehensive Automobile:

Bodily Injury

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

Property Damage

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

Umbrella Policy

\$25,000,000 each occurrence

10.0 LICENSE AND TAXES

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

11.0 COMPLIANCE WITH LAW

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

12.0 OWNERSHIP

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

13.0 RECORDS & REPORTING

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

14.0 BASIS & METHOD OF PAYMENT

14.01 Contractor's Compensation

14.1.1 Initial Rate

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

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

14.1.2 Adjustments to Compensation

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

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

14.02 Billing & Payment Process

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

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

14.03 New Accounts

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

14.04 Delinquent and Closed Accounts

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

15.0 DEFAULT

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

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

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

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

16.0 TRANSFERABILITY OF CONTRACT

16.01 Assignment

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

17.0 EXPANSION OF AGREEMENT AREA

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

18.0 FORCE MAJEURE: EMERGENCY SERVICE PROVISIONS

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

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

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

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

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

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

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

19.0 SEVERABILITY

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

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

20.0 MODIFICATION: WAIVER

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

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

21.0 MISCELLANEOUS

21.01 Governing Law

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

21.02 Notices

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

If to the City at:

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

If to the Contractor at:

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

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

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

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

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

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

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

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

By: Frank Salvato
Frank Salvato, City Manager

Dated: 12-18-02

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

Dated: 12-18-2002

SEAL of the City of Taylor, Texas

IESI, TX Corp

By: Jeff Prokham
Its: VICE-PRESIDENT

Dated 12/31/02

Witnessed: Danella 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-medial 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.

2002

Exhibit B**Collection and Disposal Service Rates****Residential Customers-**

Service Type	Container Size or Number	Frequency of Service	Monthly Rate
Trash Pick-up	Min. 90 Gallon Cart -	One X per week pick up	\$ 6.45
Recycle Pick-up	Recycle bin	One X per week pick up	\$ 1.95
Additional cart(s)	Total 2	One X per week pick up	\$ 2.50
	Total 3	One X per week pick up	\$ 5.00
	Total 4	One X per week pick up	\$ 7.50
Bulky Waste Pick Up	N/A	One X per week pick up	\$ 0.53
Brush/trimmings Pick-up	N/A	One X per month pick up	\$ 0.25
Discount for use of 60 gallon Cart:	N/A	One X per month pick up	\$ (1.00)

Service Type	Container Size	Frequency of Service	Rate
Special Collection of Bulk Wastes:			
Delivery Charge	2 cu. yds. through 10 cu. yds.	Upon Request by Customer	\$ 50.00
Daily Rental	2 cu. yds. through 10 cu. yds.	Upon Request by Customer	\$ 3.00
Cost per Haul	2 cu. yds. through 4 cu. yds.	Upon Request by Customer	\$ 50.00
	4 cu. yds. through 10 cu. yds.	Upon Request by Customer	\$ 75.00

Commercial Customers-

Service Type	Container Size	Frequency of Service	Monthly Rate
Trash Pick-up	90 Gallon Cart	One X per week pick up	\$ 10.23
	2 cu. Yards	One X per week pick up	\$ 26.97
	3 cu. Yards	One X per week pick up	\$ 35.34
	4 cu. Yards	One X per week pick up	\$ 44.64
	6 cu. Yards	One X per week pick up	\$ 55.80
	8 cu. Yards	One X per week pick up	\$ 67.89
	10 cu. Yards	One X per week pick up	\$ 82.77
Trash Pick-up	90 Gallon Cart	Twice X per week pick up	\$ 13.95
	2 cu. Yards	Twice X per week pick up	\$ 44.64
	3 cu. Yards	Twice X per week pick up	\$ 61.38
	4 cu. Yards	Twice X per week pick up	\$ 78.12
	6 cu. Yards	Twice X per week pick up	\$ 92.07
	8 cu. Yards	Twice X per week pick up	\$ 112.53
	10 cu. Yards	Twice X per week pick up	\$ 130.20

Collection and Disposal Service Rates

Commercial Customers (Continued)

Service Type	Container Size	Frequency of Service	Monthly Rate
Trash Pick-up	90 Gallon Cart	Three X's per week pick up	\$ 18.60
	2 cu. Yards	Three X's per week pick up	\$ 60.45
	3 cu. Yards	Three X's per week pick up	\$ 87.42
	4 cu. Yards	Three X's per week pick up	\$ 112.53
	6 cu. Yards	Three X's per week pick up	\$ 136.71
	8 cu. Yards	Three X's per week pick up	\$ 158.10
	10 cu. Yards	Three X's per week pick up	\$ 180.42

Trash Pick-up	90 Gallon Cart	Four X's per week pick up	\$ 23.25
	3 cu. Yards	Four X's per week pick up	\$ 112.53
	4 cu. Yards	Four X's per week pick up	\$ 148.80
	6 cu. Yards	Four X's per week pick up	\$ 168.33
	8 cu. Yards	Four X's per week pick up	\$ 212.97
	10 cu. Yards	Four X's per week pick up	\$ 233.43

Trash Pick-up	90 Gallon Cart	Daily (5) X per week pick up	\$ 28.83
	3 cu. Yards	Daily (5) X per week pick up	\$ 139.50
	4 cu. Yards	Daily (5) X per week pick up	\$ 185.07
	6 cu. Yards	Daily (5) X per week pick up	\$ 205.53
	8 cu. Yards	Daily (5) X per week pick up	\$ 268.77
	10 cu. Yards	Daily (5) X per week pick up	\$ 307.83

Service Type	Container Size	Frequency of Service	Rate
Roll Off :			
Delivery Charge	20 yd Roll Off	Per delivery	\$ 65.00
	30 yd Roll Off	Per delivery	\$ 65.00
	40 yd Roll Off	Per delivery	\$ 65.00
Daily Rental	20 yd Roll Off	Per day	\$ 1.00
	30 yd Roll Off	Per day	\$ 1.00
	40 yd Roll Off	Per day	\$ 1.00
Cost per haul	20 yd Roll Off	Per haul	\$ 200.00
	30 yd Roll Off	Per haul	\$ 240.00
	40 yd Roll Off	Per haul	\$ 280.00

Collection and Disposal Service Rates

Municipal Services-

Service Type	Container Size	Frequency of Service	Rate
Trash Pick-up	90 Gallon Cart	Avg. Twice X per week pick up	No Charge
	2 cu. Yards	Avg. Twice X per week pick up	No Charge
	3 cu. Yards	Avg. Twice X per week pick up	No Charge
	4 cu. Yards	Avg. Twice X per week pick up	No Charge
	6 cu. Yards	Avg. Twice X per week pick up	No Charge
	8 cu. Yards	Avg. Twice X per week pick up	No Charge
	10 cu. Yards	Avg. Twice X per week pick up	No Charge
Collection and Disposal of Solid Waste during Spring and Fall Clean-up: ISIE to provide six (6) 30 yd roll-offs per clean-up (twice per year) at NO Charge . Any Roll Offs used thereafter will be charged according to the schedule immediately following:			
Delivery Charge	20 yd Roll Off		No Charge
	30 yd Roll Off		No Charge
	40 yd Roll Off		No Charge
Daily Rental	20 yd Roll Off		No Charge
	30 yd Roll Off		No Charge
	40 yd Roll Off		No Charge
Cost per Haul	20 yd Roll Off		\$ 150.00
	30 yd Roll Off		\$ 200.00
	40 yd Roll Off		\$ 250.00
Collection and Disposal of Dead Animals from the City's Animal Shelter:			
	As determined by IESI	Twice X per week pick up	No Charge
Collection and Disposal of Sludge from the Municipal Wastewater Treatment Plant:			
Cost per haul	30 yd Roll Off	As needed.	\$ 315.00

EXHIBIT "C"

Quarterly Report on Solid Waste Collection
City of Taylor, Texas

Months: _____
Year: _____

Total number of Residential Units collected during the last quarter: _____

Total number of Residential complaints: _____

Nature of complaints/number:

Missed Cart Pickups _____

Missed Bulky Waste Pickups _____

Missed Brush Pickups _____

Carts Not Replaced/Repaired _____

Carts Not Delivered/New _____

Damage to Public/Private Property _____

Other _____

Total number of Commercial Units collected during the last quarter: _____

Total number of Commercial complaints: _____

Nature of complaint/number:

Missed Cart/Bin Pickups _____

Missed Bulky Waste pickups _____

Missed Brush Pickups _____

Carts/Bins Not Replaced/Repaired _____

Carts/Bins Not Delivered/New _____

Damage to Public/Private Property _____

Other _____

NOTE: Include a complete list of complaints that details complainant, address, date of complaint, nature of complaint and date complaint was resolved.

Submitted by: _____

Signature _____

Title/Company _____

Printed Name _____

Date _____



City Council Meeting September 24, 2020 Transmittal Letter

STRATEGIC PILLAR

- ☒ Streets/Infrastructure
- ☒ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 6
Agenda Title: Consider approving Resolution R20-25, amendment to the Hazard Mitigation Action Plan

Council Action to be taken: Resolution Approval

Department Submitted: City Management

Staff Contact: Jeffery Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

Approve updates to the City's Recommended Mitigation Actions in the June 2019 Taylor-Thrall-LBCWCID Hazard Mitigation Plan.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

On June 13, 2019, the Taylor City Council approved a multi-jurisdictional hazard mitigation plan for cities of Taylor and Thrall, along with the Lower Brushy Creek (LBC) WCID. An annual review is anticipated/required, and needed adjustments are addressed through amendments to the adopted plan. The plan was reviewed in July 2020; the resulting recommended actions have been offered through the Resolution to Update. This update specifically adds mitigation actions mentioned in the CDBG-MIT grant application.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Better/updated identification of hazards helps inform preparedness • Mitigation activities reduce risk • Specific updates are awarded points in some grant funding programs (improving the city's competitive posture for funds)	• None

4. RECOMMENDATION

Staff recommends that the city approve the updates to the Taylor-Thrall-LBCWCID Hazard Mitigation Plan

5. FUNDING SOURCE

N/A

6. TIMELINE

Now, as this needs to be in place for CDBG-MIT grant eligibility

7. OTHER OPTIONS (In order of preference)
--

N/A

8. ATTACHMENTS

- 6a. [Resolution R20-25](#)
- 6b. [Recommended actions Table](#)
- 6c. [Letter requesting Mitigation Action update](#)

RESOLUTION R20-25
OF THE CITY OF TAYLOR CITY COUNCIL

WHEREAS, Section 322 of the Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165) requires local governments to develop a hazardous mitigation plan as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects; and,

WHEREAS, the Code of Federal Regulations (CFR) at Title 44, Chapter 1, part 201, requires the jurisdictions to prepare and adopt a local mitigation plan every five years: and,

WHEREAS, the plan incorporates the comments, ideas and concerns of the community and of the public in general, which the plan is designed to protect, ascertained through a series of public meetings, publication of the draft plan, press releases, and other outreach activities; and

WHEREAS, the City of Taylor City Council approve and adopted the Taylor-Thrall-LBCWCID Hazard Mitigation Plan and resolved to execute the actions in the plan at their June 13th, 2019 city council meeting; and

WHEREAS, the Federal Emergency Management Agency requires that all projects submitted for hazard mitigation grant funding be included in the Hazard Mitigation Plan per 44 CFR Section 201.6 (2)(C)(3)(i-iv); and

WHEREAS, the City of Taylor has identified additional mitigation actions not included in the plan; and

NOW THEREFORE, BE IT RESOLVED by the **City of Taylor City Council** that the updates to the Recommended Mitigation Actions, and their inclusion in the 2019 Taylor-Thrall-LBCWCID Hazard Mitigation Plan, is hereby approved and adopted by the City Council of the City of Taylor which resolves to execute the additional actions in the plan.

ADOPTED by City of Taylor City Council on this ____ day of _____, 2020.

APPROVED

Brandt Rydell
Mayor, City of Taylor

ATTEST

Dianna Barker, TRMC
City Clerk

City of Taylor

Hazard	Haz-ID	ID	Mitigation Action	Further Goals	Other Hazards Addressed	Lead & Supporting Entities	Potential Funding Sources	(B/C) Benefit-Costs (TF) Technical Feasibility
FLOOD	F-1	TAY-1	Install an emergency warning system. Conduct a feasibility study that evaluates the coverage area, property ownership and availability, power requirements, telemetry requirements, technology, cost, and other local considerations.	1,2,3,4,5	Tornado	Taylor Emergency Manager; Taylor PD	Local (Departmental Budget); HMGP; TWDB	B/C: The 2016 tornado experience indicates that sirens are effective in warning the public. (\$) TF: Proven technology.
	F-2	TAY-2	Install a stream gage network on Mustang Creek. Conduct a feasibility study which identifies optimal locations, technology, site-specific requirements, and other local considerations.	1,2,3,5,6	Dam Failure	LBCWCID; Taylor EM	Local (Departmental Budget); HMGP; PDM; FMA; TWDB	B/C: The Mustang Creek Watershed Study provides the basis for making detailed cost-benefit. (\$\$) TF: The study will examine multiple options and proposes those that are most feasible and cost-effective on a watershed/regional basis.
	F-3	TAY-3	Phase I: Study the Mustang Creek Watershed for flood protection options, including the feasibility of regional detention in the upper part of the watershed. Phase II: Implement the project recommendations of the engineering study.	1,2,3,6	Dam Failure	Taylor City Engineer; LBCWCID	Local (Departmental Budget); TWDB; PDM; HMGP; FMA; CDBG	B/C: The Mustang Creek Watershed Study provides the basis for making detailed cost-benefit. (\$\$) TF: The study will examine multiple options and proposes those that are most feasible and cost-effective on a watershed/regional basis.
	F-4	TAY-4	Conduct "tabletop exercises" with emergency response personnel from multiple agencies, to determine further mitigation opportunities and response vulnerabilities.	1,2,3,5	All	Taylor Emergency Manager; Taylor PD	Local (Departmental Budget)	B/C: Exercises are critical ways to learn at minimal cost. (\$) TF: Proven feasible with prior action.
	F-5	TAY-5	Referring to the Mustang Creek Watershed study, determine the appropriateness of an increased BFE elevation requirement.	1,2,3,6		Taylor Floodplain Administrator	Local Departmental Budget	B/C: Applying to new construction, some increased cost of compliance, though with detailed watershed study will be based on sound technical data. (\$) TF: Primary means of regulating development in floodplain.
	F-6	TAY-6	Enter the Community Rating System (CRS) program to enable reduced insurance premiums within the community.	1,2,3,4,6		Taylor Floodplain Administrator	Local Departmental Budget	B/C: Administrative cost vs. long-term benefit. (\$) TF: Voluntary program.
	F-7	TAY-7	Consider the establishment of a voluntary "acquisition and demolition program", "acquisition and structure relocation program", "structure elevation program" to address repetitive loss, floodprone properties.	1,2,3		Taylor Floodplain Administrator	Local (Departmental Budget); HMGP; SRL; FMA; PDM; CDBG	B/C: Administrative cost vs. long-term benefit. (\$-\$\$) TF: Voluntary program.
	F-8	TAY-8	Perform a detailed study of the Bull Branch watershed, including a dam safety study of the City Lake dam and downstream.	1,2,3	Dam Failure	Taylor City Engineer	Local (Departmental Budget); TWDB	B/C: The Bull Branch Watershed Study provides the basis for making detailed cost-benefit. (\$-\$\$) TF: The study will examine multiple options and proposes those that are most feasible and cost-effective on a watershed/regional basis.
	F-9	TAY-9	Provide education materials online, and to real estate and insurance agencies, to increase community understanding of flood insurance. Hold a town hall meeting with NFIP representatives to discuss the insurance purchase process.	1,2,3,4,6		Taylor Floodplain Administrator	Local Departmental Budget	B/C: Administrative cost is minimal (\$) TF: The City has a website and access to published materials.
	F-10	TAY-10	(Revised Action) Phase I: Perform a study to evaluate upstream detention and Donna Channel improvement options for the Bull Branch watershed. Phase II: Construct drainage improvements in accordance with the engineering recommendations of the study.	1,2,3,6		Taylor City Engineer	Local (Departmental Budget); TWDB; PDM; HMGP; FMA; CDBG	(Revised) B/C: The Bull Branch Watershed Study which includes the Donna Channel provides the basis for making detailed cost-benefit. (\$-\$\$) TF: The study will examine multiple options and proposes those that are most feasible and cost-effective on a watershed/regional basis.



September 24, 2020

Texas Division of Emergency Management
1033 La Posada
Suite 300
Austin, Texas 78752

Dear Ms. Johnson,

On June 13, 2019, the Taylor City Council approved a multi-jurisdictional hazard mitigation plan for cities of Taylor and Thrall, along with the Lower Brushy Creek (LBC) WCID. The city completed their annual review of the plan in July of 2020 and identified a mitigation action item that needed to be revised.

Upon approval of the City Council and passing a formal resolution the City is requesting that the City of Taylor's mitigation action item F-10 (TAY-10) located in attachment B within the plan be updated.

If you have any questions please feel free to contact Deputy City Manager, Jeffery Jenkins, at 512-352-3675 or by email at Jeffery.jenkins@taylortx.gov.

Kind regards,

Brandt Rydell
Mayor, City of Taylor



City Council Meeting September 24, 2020 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 7
Agenda Title: **Approve the Citizen's Participation Plan for the CDBG-MIT Grant Proposal**

Council Action to be taken: Approve the Participation Plan as presented

Department Submitted: Communications

Staff Contact: Stacey Osborne, Communications Director

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is for Council to review and approve the Citizen's Participation Plan, which will be included in the Community Development Block Grant Mitigation (CDBG-MIT) Grant Proposal the City will submit.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The Texas General Land Office (GLO) has imposed several requirements for the CDBG-MIT program. While the state has similar documentation requirements for other grant funding programs, it is not leveraging existing policy/documentation. Instead, the state is imposing very specific requirements for communities in order for them to be eligible for funding through this program.

To ensure that the City's application is in keeping with the GLO's requirements, the Citizen's Participation Plan has been amended from the one presented to Council earlier this year. Per the GLO's requirements, the following changes to the Citizen's Participation Plan have been made:

- All reference to the Texas Department of Agriculture have been removed
- The document has been amended to account for accommodations relative to the COVID-19 pandemic

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Grant proposal will be complete • Grant proposal will be in compliance with the GLO's requirements	• NA

4. RECOMMENDATION

The recommendation is that Council approve the Citizen's Participation Plan as presented.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

7a. [Citizen participation plan](#)

CITY OF TAYLOR

CITIZEN PARTICIPATION PLAN

REGARDING THE USE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

This Citizen Participation Plan was prepared in accordance with Section 104(a) of the Housing and Community Development Act of 1974, as amended. The 24 CFR 91.105 federal regulations outline the “citizen participation” requirements.

The plan is to be used to address citizen participation in the Community Development Block Grant (CDBG) Program. This Citizen Participation Plan is also intended to cover the HOME Investment Partnerships (HOME) Program upon the receipt of funding.

This Citizen Participation Plan (CPP) sets forth policies and procedures for citizen participation in the development of project specific applications and substantial amendments to these projects with funding.

CERTIFICATION OF COMPLIANCE

The City of Taylor, Texas is certifying to the U. S. Department of Housing and Urban Development (HUD) and State Agencies administering HUD programs that they have an approved Citizen Participation Plan, which:

- provides for and encourages citizen participation with emphasis on participation by persons who are residents of slum and blighted areas, by residents in low- and moderate-income neighborhoods, or targeted revitalization areas; and,
- provides for and encourages citizen participation of residents of public and assisted housing developments, as well as provides information to the public housing authorities within our jurisdiction activities related to these programs; and,
- provides for and encourages citizen participation of persons with disabilities as well as provides documents in a format accessible to persons with disabilities, upon request.
- provides for and encourages citizen participation of all citizens, including minorities and non-English speaking persons, and identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate; and,
- provides citizens with reasonable and timely notification and access to local meetings, information, and records relating to the City’s proposed and actual use of federal Community Development Block Grant funds; and,
- provides for public hearings and/or public postings to obtain citizen views; to respond to proposals and questions at all stages of the community development program, including at least the development of needs; and the review of proposed activities, and review of program annual performance. If hearings are held, they shall be after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodations for the disabled; and,
- provides for a timely written response to written complaints and grievances where applicable.

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the CDBG project, such citizens should have 'meaningful access' to all aspects of the CDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents may include Citizen Participation notices (e.g., complaint procedures, hearings notices), civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities. For more information, see LEP.gov.

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of HUD's CDBG Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Taylor City Hall, 400 Porter St., (512) 365-3675 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG program.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG project, whether it is a proposed, ongoing, or completed CDBG project, may during regular business hours submit such complaint or grievance, in writing to the City Civil Rights Officer, at 400 Porter St., or may call (512) 365-3675 during regular business hours.
2. A copy of the complaint or grievance shall be transmitted by the Civil Rights Officer to the person/division that is the subject of the complaint or grievance and to the City Manager within five (5) working days after the date of the complaint or grievance was received.
3. The City Manager or their representative shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within fifteen (15) days. The response may be a time extension to further review the complaint or grievance.
4. If the investigation cannot be completed within fifteen (15) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within twenty (20) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG Program Manager for their further review and comment.

If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC OUTREACH AND INVOLVEMENT

Citizens will be provided reasonable advance notice of, and opportunity to comment on proposed activities in an application to the state and for grants already made regarding activities which are proposed to be added, deleted, or substantially changed from the entity's application to the state. The public outreach and notification will be accomplished through one or more of the following methods:

- a) Publication of notice in a local newspaper—a published newspaper article may also be used so long as it provides sufficient information regarding program activities and relevant dates; or
- b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups; or
- c) Posting of notice on the local entity website (if available); or
- d) Public Hearing; or
- e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods: certified mail, electronic mail or fax, first class (regular mail), personal delivery (e.g. at a Council of Governments meeting).

These details will be included in the Public Comment Version of the Application, prior to submission.

Citizens, with emphasis on persons of low and moderate income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals.

PUBLIC COMMENT PROVISIONS AS REQUIRED BY CERTAIN STATE AGENCIES IN THE ADMINISTRATION OF FEDERAL PROGRAMS

When public notice is the sole required notification process for the submission of an application from a State agency, the following provisions shall be observed the City:

A copy of a substantially complete application will be made available to allow for 15 days of local public comment and 15 days of state comment for a total of 30 days. The application will include, but will not be limited to:

- 1. The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and any anticipated program income); and,
- 2. The range of activities that may be undertaken with the CDBG funds; and,

3. The estimated amount of the CDBG- funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate- income persons; and,
4. The proposed CDBG activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under § 570.488; and,
5. The development of housing and community development needs.

When a public hearing is required for submission of an application from a State agency, the following provisions shall be observed by the City:

1. As stated in the COVID-19 Disaster Declaration Proclamation dated March 13th, 2020; public hearings may be held virtually or in person, pursuant to Section 418.017 of the code; "authorization to use all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster." Public notice of all hearings must be posted at least seventy-two (72) hours prior to the scheduled hearing.
2. When a significant number of non-English speaking residents are a part of the potential service area of the CDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens. An interpreter should be present to accommodate the needs of the non-English speaking residents at all public hearing where applicable.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must plan for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing, when required by a Federal Program, shall be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. If the agency requires a public hearing for submission, then a public notice shall be posted at City Hall and the community's website notifying the public of the project selected at least 5 days prior to the submission of the application.

The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Brandt Rydell, Mayor

Date



City Council Meeting September 24, 2020 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 8
Agenda Title: Consider Amending the Purchasing Policy

Council Action to be taken: Approve the amended Purchasing Policy as presented.

Department Submitted: Finance

Staff Contact: Jeffrey Wood, Director of Finance

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to present an updated purchasing policy for Council's consideration.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City's Purchasing Policy was last updated on February 27, 2020. The amended purchasing policy as presented formally acknowledges adherence to federal procurement policy. The formal acknowledgment is required to apply for federal grants.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Allows the City to apply for federal grant funding.	If unadopted, the City will not meet federal grant application requirements and therefore remain ineligible to apply.

4. RECOMMENDATION

Staff recommends the approval of the amended Purchasing Policy as part of the Consent Agenda.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)
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N/A

8. ATTACHMENTS

8a. [Amended Purchasing Policy](#)

8b. [Addendum to Purchasing Policy](#)



PURCHASING POLICY

RULES

AND

REGULATIONS

Effective September 24, 2020

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INTRODUCTION

STATEMENT OF PURCHASING POLICY:

The Texas State Legislature has adopted Chapter 252 of the Texas Local Government Code (TLGC), more commonly known as Purchasing and Contracting Authority of Municipalities, and Chapter 271, which contains authorization for cooperative purchasing as well as an alternate process for Public Works bidding. It shall be the policy of the City of Taylor, acting by and through its duly appointed Director of Finance, to fully comply in all respects with the rules, regulations and procedures as they appear and/or are amended from time to time.

The City of Taylor Finance Department, as well as elected officials, department heads, and staff, pledge to discharge their duties in a manner that will provide, to all responsible vendors and contractors, an equitable and competitive access to the City's procurement process. Further, the Finance Department will be conducted in a manner that will promote public confidence in the integrity of the City of Taylor procurement organization.

PUBLIC PURCHASING:

Purchasing is one of the key functions in the success of any local government. The primary objective is to ensure the availability of equipment and materials as needed by the requesting department. This manual will outline the methods of procurement and the duties and responsibilities of the purchasing agents and departments. The City of Taylor may purchase supplies, equipment, materials, and contracted services, where costs do not exceed \$50,000 without a formal, competitive, sealed bid. Much of what is written in this manual is governed by statutory requirements of either state or federal origin.

PUBLIC PURCHASING GOALS:

- ❑ Purchase the proper goods and services to suit the City's needs.
- ❑ Procure the best possible price for the goods or services required.
- ❑ Goods and services are available when and where they are needed.
- ❑ Guard against misappropriation of City funds.

PUBLIC PURCHASING MUST ASSURE THAT:

- ❑ Responsible bidders are given a fair opportunity to compete for the City's business.
- ❑ Public funds are safeguarded to ensure the best value is received for the public dollar.
- ❑ Public spending is not used to confer favors to employees or constituents.

VALUE OF CENTRALIZED PURCHASING:

- ❑ It allows for the consolidation of smaller purchases by individual departments into larger volume purchases for the entire City.
- ❑ Vendors and the business community have a direct link to City procurement.
- ❑ Centralized knowledge and expertise places the purchasing function on a professional footing and inspires public confidence in the actions of the City.
- ❑ It does not remove the variety of choice on small purchases departments may wish to retain on items such as pens, calculators, etc.

DEFINITIONS:

- ❑ Emergency purchases are made to meet a critical, unforeseen need of the City. The City's ability to serve the public would be impaired if purchases are not made immediately.
- ❑ Sole Source purchases are goods and services available from only one supplier; there may be just one vendor because of patents and copyrights, or simply because the vendor is the only one who supplies the goods and services.
- ❑ Services of all types are needed by the City. The purchasing/finance department will procure these services on a contract by bidding or quoting depending on the dollar amount.
- ❑ The Requisition is a request for a purchase to be made. It is the first step taken after the need for goods and services is recognized and meets the dollar amount criteria. This process must include a system of authorizations and safeguards to ensure that ethical purchasing procedures are followed.
- ❑ The Purchase Order constitutes a contract for the delivery of the goods or services in accordance with the terms of the agreement. This constitutes a legal document, and it usually contains the terms, quantity, delivery and price.

SECTION I

CITY OF TAYLOR PURCHASING ETHICAL REQUIREMENTS RELATING TO MUNICIPAL PROCUREMENTS

PROCUREMENT REQUIREMENTS AND ETHICAL STANDARDS:

LOCAL GOVERNMENT OFFICIALS

Chapter 176 of the TLGC states the ethics law that requires certain local government officials to disclose employment and business relationships with vendors who conduct business with local government entities.

A City Councilmember, Director, Administrator, or any other person who is designated as an Executive Officer of the local government entity is considered a local government officer (“officer”). A city may also extend the requirements of the statute to an employee of the city who has the authority to approve contracts on behalf of the city.

An officer is required to file a conflicts disclosure statement (“statement”) if a vendor enters into a contract with the city, or if the city is considering entering into a contract with the vendor, and the officer or officer’s family member has an employment or other business relationship with the vendor that results in the officer or officer’s family member receiving taxable income that is more than \$2,500 in the preceding twelve months. An officer who receives investment income, regardless of amount, is not required to file a disclosure statement. Investment income includes dividends, capital gains or interest income gained from a personal or business checking or savings account or other similar account, a personal or business investment, or a personal or business loan.

An officer is also required to file a statement if the officer or officer’s family member accepts from a vendor one or more gifts with an aggregate value of more than \$250 in the preceding twelve months. An officer is not required to file a statement in relation to a gift, regardless of amount, that is accepted by an officer or officer’s family member if the gift is given by a family member of the person accepting the gift, is a political contribution, or is food, lodging, transportation or entertainment accepted as a guest. An officer is required to file a statement no later than 5:00 p.m. on the seventh business day after the date on which the officer becomes aware of facts that require a filing of the statement.

Chapter 176 defines a family member as a person related to another person within the first degree of consanguinity (blood) or affinity (marriage). An officer’s family member would include the officer’s spouse, father, mother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law or stepchild.

It shall be a breach of ethics and law to attempt to realize personal gain through public employment with the City of Taylor by any conduct inconsistent with the proper discharge of the employee's or officer’s duties.

Vendors Supplying Good or Services

A vendor is any person who enters or seeks to enter into a contract with a City. The term also includes an agent of a vendor. This applies to any written contract for the sale or purchase of real property, goods or services. A contract for services would include one for skilled or unskilled labor, as well as for professional services.

Prospective vendors are required to file a conflicts of interest questionnaire (“questionnaire”) if the vendor has a business relationship with the city and has: (1) an employment or other business relationship with an officer or an officer’s family member that results in the officer receiving taxable income that is more than \$2,500 in the preceding twelve months; or (2) has given an officer or an officer’s family member one or more gifts totaling more than \$250 in the preceding twelve months.

Vendor’s are required to file a questionnaire not later than the seventh business day after the latter of the following: (1) the date the vendor begins discussions or negotiations to enter into a contract with the city or submits an application or response to a bid proposal; or (2) the date the vendor becomes aware of a relationship or gives a gift to an officer or officer’s family member.

It shall be a breach of ethics and law to attempt to influence any public employee of the City of Taylor to breach the standards of ethical conduct set forth by State Statute or this Purchasing Policy.

Filing Statements And Questionnaires

The statements and questionnaires must be filed with the records administrator of the city. A records administrator includes a city secretary, a person responsible for maintaining city records, or a person who is designated by the city to maintain the statements and questionnaires filed under Chapter 176 of the TLGC. A city does not have a duty to ensure that a vendor that is required to file a questionnaire does so.

A city that maintains a website is required to post statements and questionnaires that are required to be filed under chapter 176. However, a city that does not have a website is not required to create or maintain one.

GRATUITIES:

It shall be a breach of ethics to offer, give, or agree to give any employee or former employee of the City of Taylor, or for any employee or former employee of the City of Taylor to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other peculiar matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal, therefore, pending before this Local Government.

KICKBACKS:

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City of Taylor, or any person associated therewith, as an inducement for the award of a subcontract or order.

CONTRACT CLAUSE:

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

It shall be a breach of ethics for any employee or former employee of the City of Taylor to knowingly use confidential information for actual or anticipated personal gain or for the actual or anticipated gain of any person.

SECTION II

THE REQUISITION PROCESS

GENERAL INFORMATION:

Purchasing procedures that are made with the intention of avoiding the competitive bidding requirements are in violation of State Law: (Purchasing and Contracting Authority of Municipalities Chapter 252.001). The following is a partial list of unacceptable practices:

- ❑ **COMPONENT PURCHASES:** Purchasing of the component parts of an item separately that in normal purchasing practices would have been purchased in one purchase.
- ❑ **SEPARATE PURCHASES:** Purchasing an item in a series of separate purchases that in normal purchasing practices would have been purchased in one purchase.
- ❑ **SEQUENTIAL PURCHASES:** Purchases made over a period of time that in normal purchasing practices would have been made as one purchase.

Any commitment to acquire goods or services without department approval and an authorized purchase order is prohibited. Anyone authorizing an expenditure of funds for goods or services prior to securing an approved purchase order may be held personally responsible for the payment.

DEPARTMENTAL PURCHASING RESPONSIBILITIES:

A Department has the following responsibilities with respect to making and managing the expenditure of funds to acquire goods or services for the City. In this manual, “Department” refers to the group of employees responsible for a service(s) or a particular set of duties (e.g., the Public Works Department) and it also refers to the employee(s) within each Department that is authorized and responsible for making purchases.

1. A Department must determine the availability of budgeted funds in the appropriate category before requesting any purchase. The Finance Department will reject purchase requisitions if funds are not available until the Department addresses this issue. The requisitioning department will have the ultimate responsibility for any purchases made that exceed their budget balance.
2. A Department, where required, must submit all purchasing requests to allow sufficient time to comply with the procedures established by this manual. The City rarely enjoys any economic benefits from rush and emergency purchases.
3. A Department must plan and budget to eliminate and/or reduce work stoppages and rush ordering. Poor planning by a department is not cause for emergency procurement.
4. A Department that believes that a product, equipment, or service is only available through a sole source must provide a written explanation and justification for the purchase in accordance with this manual.

5. A Department must use existing City contracts when available for all purchases.
6. A Department must immediately and thoroughly inspect all deliveries of goods and equipment and determine their quality and conformance with specifications.
7. A Department must immediately notify the respective Vendor upon the discovery of an incorrect order or damaged products, materials, or equipment.
8. A Department will continuously monitor the performance of goods and services and immediately report any deficiencies or violations in the performance of a contract to their respective Department Director.

To assure that all City employees responsible for making departmental requests for purchases have read and understand the purchasing procedures of the City of Taylor, departments shall have a signed "Purchase Authorization Form" for each authorized employee. That authorization form shall be forwarded to the Finance Department.

Departments should review all purchase requests to assure they are descriptive and specific but do not prevent competitive bidding of comparable items.

HUB REQUIREMENTS:

HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS (HUB)

A HUB is defined as a business formed for the purpose of making a profit in which at least 51 percent of the business is owned, operated, and controlled by one or more persons who are economically disadvantaged and who have been historically underutilized because of their identification as members of certain ethnic groups. Eligible entities must have their principal place of business and permanent business office located in Texas where the majority of the HUB owner(s) make the decisions, control the daily operations of the organization, and participate in the business. The qualifying owners must be residents of the State of Texas.

Informal written quotations must be solicited from at least two registered HUB vendors located within Williamson County for any expenditure of municipal funds which exceeds \$3,000 but is less than \$50,000. A HUB vendor list may be obtained at:

www.window.state.tx.us/procurement

If the list fails to identify a disadvantaged business in Williamson County, the City is not required to follow this requirement.

GRANT FUND PURCHASES

When making purchases with grant funds the City's purchasing policy does not prevail. Most grants are heavily regulated by specific policies and operational procedures. It is important to know which purchasing rules and policies to follow and how to clarify and resolve any conflicts within those rules and policies.

Local Governments are permitted to use their own purchasing policies and procedures as long as those policies are substantially similar to the federal standards. If there are areas of deficiency in the City policies, then the federal policies and procedures must take precedence.

All Grant Fund purchases will be competitively bid and contracts that are based on cost plus a

percentage of cost will not be used for grant procurement. The City will review all selected Contractors against the System For Award Management Exclusion List (www.sam.gov) and any vendor found on the Exclusion List will not be eligible for the award of grant funded projects.

If the goods and services are only available from a sole supplier a letter from the manufacturer is required stating that they do not distribute their product through distributors and any attempt to obtain bids would result in only one company being able to meet our specifications and needs.

Once these capital expenditures are purchased from federal funds the grant number shall be included on all paperwork i.e.: requisition, purchase order, receiving documents, vendors invoice and fixed asset forms.

REQUISITIONS (GENERAL):

Requisitioning is the formal request by a department for a purchase to be made after a need is recognized. Purchases of goods or services \$1,000 and over will *require* requisitions. The requisition form with the appropriate department head's signature will be forwarded to the Finance Department for processing and approval. After the Director of Finance has electronically approved the requisition, a purchase order will then be issued. The goods or services can then be ordered only after the purchase order process is complete.

If necessary, requisitions for services will include an accompanying memo from the requesting department that provides additional details regarding the required service and specifications. Requisitions should fully describe to the Finance Department what to buy, when it is required, where the product is to be delivered, or what service is to be performed.

COMPLETING THE REQUISITION FORM:

Requests for the procurement of supplies, materials, equipment, repairs, and services will be forwarded to the Finance Department on a requisition, either by sending the requisition via fax, email or inter-office mail. Upon receipt of the requisition, the Finance Department will prioritize the requisition based on delivery requirements then take appropriate action.

It is the intention of the Finance Department to process all requests within a reasonable amount of time. If a request is to be held (i.e., vendor quotations, etc.) and cannot be processed within a reasonable time, the department will be notified.

REQUISITION INFORMATION:

The following information should be provided by the using department on each computer-generated requisition form:

- ☐ Department
- ☐ Date requested
- ☐ Date required (delivery date)
- ☐ Deliver to address
- ☐ Recommended vendor & code
- ☐ Account code to be used to fund purchase
- ☐ Note (verbal quotes, additional order information or explanation, funding source)
- ☐ Product identification number/part number

- ❑ Detailed description of item
- ❑ Quantity
- ❑ Unit of measure
- ❑ Unit cost (*If Not Known, Put a "Not to Exceed Amount"*)
- ❑ Amount of purchase
- ❑ Department head signature of approval and date

TAX EXEMPT

The City is exempt from federal, state, and local taxes in most cases. An exemption certificate is available from the Finance Department to provide to City's vendors or contractors.

SECTION III

STANDARD PURCHASE ORDERS

GENERAL INFORMATION:

The City Manager, pursuant to the City's Charter and City Council's approval of this manual, has delegated purchasing authority and responsibilities with respect to the purchasing of goods and services to certain City positions including members of the Finance Department, as well as Department Directors and their designees. City Council authorizes the City Manager to sign contracts that are below thresholds for which explicit City Council approval is required.

In addition, the City Council authorizes the City Manager to enter into agreements to grant public funds to various organizations as appropriated by the budget. Such grants include proceeds from occupancy tax and funding related to community support.

Purchases requiring a requisition will be converted to a purchase order after the Finance Department approves the request. Approval will be based on the requisition containing the appropriate signatures and the request meeting the purchasing requirements outlined in this policy.

STANDARD PURCHASE ORDERS:

- ❑ One copy of the purchase order is attached to the department's requisition and retained by the Finance Department.
- ❑ The requesting department will receive a copy from the Finance Department for its records or for use as a receiving document.
- ❑ One copy will be forwarded to Accounts Payable along with the original invoice for payment.

CONTRACT / BLANKET PURCHASE ORDERS:

Annual Contract/Blanket purchase orders are agreements with vendors that allow frequent or small purchases by departments without going through repetitive bidding procedures. Blanket Purchase Orders can also control pricing.

The City of Taylor has two classes of Annual Contract/Blanket Purchase Orders:

- ❑ Blanket Purchase Orders from \$5,000 and not exceeding \$49,999.99 that will be solicited by the requesting department with the assistance of the Finance Department when needed.
- ❑ Blanket Purchase Orders expected to exceed \$50,000 in a fiscal year require formal bids and the approval of City Council.

Where feasible, the City may enter into annual contracts with selected vendors for various maintenance services. These contracts may include, but are not limited to, office machine

maintenance, cleaning services, pest control, and equipment rental agreements. Negotiation of these contracts and agreements is the responsibility of the requisitioning department.

COOPERATIVE PURCHASES

Cooperative purchasing is an approach to procuring goods and services where two or more entities work together, often with common interests (e.g., governments, schools), to combine requirements and pool buying power to obtain more favorable pricing, terms and conditions. Cooperative purchasing programs, sometimes called cooperative consortia, purchasing consortia or group purchasing organizations (GPOs), are designed to manage a cooperative purchasing process and establish cooperative contracts for use by multiple entities.

Purchases made as part of a cooperative purchasing agreement are exempt from the bidding requirements of Section VI of this policy so long as the underlying cooperative purchases made under the agreement are in compliance with any applicable state law.

PURCHASE ORDERS FOR TRAVEL TRAINING, SEMINARS, ETC.:

Competitive quotes are not required for expenses incurred in connection with training, seminars, memberships, subscriptions, travel, foods, or books less than \$50,000, unless the City Manager deems it necessary.

DOLLAR THRESHOLDS AND PURCHASING REQUIREMENTS:

The following schedule of dollar thresholds will determine the appropriate action that needs to be taken to complete the purchase.

CITY OF TAYLOR APPROVAL REQUIREMENTS			
Total Amount of Request	Type of Bid/Quotes Required	Responsible for Bid/Quotes	Approvals Required
More than \$50,000	Competitive bids/proposals opened at a public meeting.	Department or Project Manager with assistance from Finance as necessary	City Council & City Manager
\$10,000 to \$49,999.99	Three written quotes based on like products; attach quotes to requisitions and include information in “notes” section of requisition.	Department or Project Manager with assistance from Finance as necessary	Department Director, Director of Finance and City Manager
\$1,000.00 to \$9,999.99	Three verbal quotes based on like products; attach quotes documentation to requisitions and include information in “notes” section of requisition.	Department with assistance from Finance as necessary	Department Director and Director of Finance
up to \$999.99	Efforts made to obtain the best value for the City. No purchase order is required.	No bids/quotes required	Supervisor and/or Department Director

PURCHASES EXCEEDING \$50,000

Solicitation will be conducted by the formal, sealed, bid process, which is governed by statute. All purchases for materials and/or services in excess of \$50,000 must have the formal approval of City Council.

SECTION IV

RECEIVING MATERIALS

GENERAL INFORMATION:

When receiving ordered goods, the user will conduct an initial inspection of the merchandise to determine its condition. The user will compare the goods received against the product specifications. Once the user has determined that the article(s) received are to the purchase order specifications and undamaged, the shipping ticket, or any other receiving documents, should be signed and returned to the Finance Department.

If freight is visibly damaged, receiving personnel should instruct the freight line driver /UPS to note the damage on the freight bill and sign it. Forward the freight bill/shipping ticket to the Finance Department.

All boxes and packing materials should be kept in the event of visible or concealed damage to freight shipments.

All materials and equipment not received or not in compliance with the specifications should be documented and reported to the Finance Department as soon as possible so that the vendor can be notified and instructed as to corrective action.

Damaged supplies, equipment, or materials should not be returned to the freight line or the vendor unless specifically requested by the vendor to do so.

Departments should contact the vendor if materials and/or services are not received or performed by the due date.

Departments shall pay particular attention to the delivery ticket and how it matches the City's receiving copy. The employee receiving the materials must verify that all items were shipped as stated on the delivery ticket, then sign, IN INK, his/her full signature, printing same if illegible.

INCOMPLETE/PARTIAL ORDERS:

In the event an order is incomplete, the department should make an inquiry for scheduled shipment of the remaining order and appraise the Finance Department of the situation.

Authorization for payment of a partial order is accomplished by signing the delivery ticket indicating the purchase order number, date, vendor and items received. This document, and a copy of the purchase order with the word "Partial" written on it, should be forwarded to the Finance Department.

SECTION V

PROCUREMENT OF PROFESSIONAL SERVICES

Section 252.022 of the TLGC specifically exempts contracts for professional services from the competitive bidding requirements. The Professional Services Procurement Act states that a City may not use traditional competitive bidding procedures to obtain the services of architects, engineers, certified public accountants, land surveyors, physicians, optometrists or state certified real estate appraisers. If the professional services desired by the City do not fall under the Professional Services Procurement Act, state law permits the services to be obtained with or without the use of competitive bidding, as the City desires. City Council is required to approve any contract for a professional service that will exceed \$50,000.

Personal and professional services are exempted from the competitive bidding process and are procured through the use of Request for Qualifications (RFQ) documents. The Purchasing Department is available to consult with departments regarding the preparation of information; however, the presentation of technical and qualifications aspects of personal and/or professional services included in the RFQ documents is the sole responsibility of the requesting department.

Because competitive bids/quotes are not required, it will be the policy of the City of Taylor to determine on a case by case basis the requirement to procure professional services through a request for qualifications (RFQ). Such determination shall be made in consultation with the City Manager.

The Professional Services Procurement Act specifies that when obtaining architectural, engineering, or land surveying services, the City must first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and then attempt to negotiate a contract with that provider at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the City must formally end negotiations with that provider, select the next most highly qualified provider, and attempt to negotiate and attempt to negotiate a contract with that provider at a fair and reasonable price. The City must continue this process to select and negotiate with providers until a contract is entered into.

Fees must be fair and reasonable, consistent with and not in excess of published recommended practices and fees of applicable professional organizations, and not in excess of any maximums specified by state law.

The Professional Services Procurement Act does not specify the exact process by which a City may procure accounting, medical, optometrist, interior design, or real estate appraisal services. The law merely prohibits obtaining these services through competitive bidding and requires that such services be selected on the basis of demonstrated competence and qualifications.

SECTION VI

COMPETITIVE BIDS/PROPOSALS

GENERAL INFORMATION:

The term "Competitive Bidding" will be used in this manual, and is generally used in public purchasing, when the bidding process employed requires approval of a governing body such as City Council. Methods include Formal Bids, Request for Proposals or Request for Qualifications, all of which will be determined by the requisitioning department director.

Competitive bidding allows available vendors to compete with each other to provide goods and/or services. In the case of local governments, the bidding process has two additional purposes. The first purpose of competitive bidding is to ensure that public monies are spent properly and legally, and that the best possible value is received. The second purpose is to give qualified and responsible vendors a fair and equitable opportunity to do business with the City.

COMPETITIVE BID REQUEST

The Department or Project Manager will prepare bid specifications, bidder mailing lists, advertising dates, and the bid opening date, time and location. Where appropriate, the City will utilize website notices for national advertising.

COMPETITIVE BIDDING NOTICE:

A notice of a proposed purchase must be published two times, at least seven days apart, in a newspaper of general circulation in the County. The first day of publication should be 14 days before the date of the bid opening. The notice must include:

- ❑ The specifications describing the item to be purchased or a statement of where the specifications may be obtained.
- ❑ The time and place for receiving and opening bids and the name and position of the City official or employee to whom the bids are to be sent.
- ❑ the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality, as provided by law.

RECEIVING BID PROPOSALS:

All bids and proposals will be received by the City Clerk's Office on or before the time and date requested on the bid notice.

Bids received after the official bid opening time and/or date will be returned unopened to the bidder with a letter from the requisitioning department notifying the bidder that the submitted bid/proposal was received subsequent to the due date and time.

On occasion, bids and proposals that are not clearly marked may be inadvertently opened. If this situation occurs, the bid will be re-sealed in front of a witness, and the occasion will be documented.

OPENING BID PROPOSALS:

Bids and/or proposals will be opened at the specified time (or shortly thereafter) and on the date specified in the notice. The date specified in the notice may be extended if circumstances warrant. Preliminary tabulation will be provided to the public when appropriate.

AWARDING A CONTRACT:

The requisitioning department will evaluate all bids and provide a tabulation of the bid results. If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality. In determining the best value for the municipality, the municipality may consider:

- (1) the purchase price;
- (2) the reputation of the bidder and of the bidder's goods or services;
- (3) the quality of the bidder's goods or services;
- (4) the extent to which the goods or services meet the municipality's needs;
- (5) the bidder's past relationship with the municipality;
- (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
- (8) any relevant criteria specifically listed in the request for bids or proposals.

The department requesting the purchase will make their recommendation to the City Manager to be placed on the City Council's agenda for approval. The Finance Department, after Council's approval, will supply the vendor with a purchase order and contracts as required.

Should a Contractor or Professional Services provider request a change in contract price, approvals shall be made prior to the beginning of the work covered by the proposed change. Section 252.048 of the TLGC allows change orders as long as the contract price is not increased by more than 25% and the change order is not being used to purchase new products or to create an entirely new project. Such change will be authorized by a written change order prepared and approved by the Department Director, followed by the consent of the City Manager. Pursuant to this section, the City Manager has authority to approve such change orders that are less than \$50,000. Change orders over \$50,000 are subject to City Council approval.

PREFERENCE TO LOCAL BIDDERS

Local Bidder shall be defined as a bidder whose principal place of business is in the municipality (within the city limits).

3% Rule

Applies to contracts for the purchase of real property (land) or personal property that is not affixed to real property (goods). Pursuant to Section 271.905 of the Texas Local Government Code, even if the bid received from a local bidder is not the lowest bid, a preference may still be given to a local bidder if their bid is within 3% of the lowest bid price received from someone who is not a local bidder, if the City determines in writing that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the

contract award, including employment of residents of the City and increased tax revenues of the City.

5% Rule

Applies to contracts for construction services in an amount less than \$100,000, or contracts in an amount less than \$500,000 for the purchase of real property (land), personal property that is not affixed to real property (goods), or services (other than construction services). The 5% Rule does not apply to the purchase of telecommunications or information services.

Pursuant to Section 271.9051 of the Texas Local Government Code, even if the bid received from a local bidder is not the lowest bid, a preference may still be given to a local bidder if their bid is within 5% of the lowest bid price received from someone who is not a local bidder, if the City determines in writing that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including employment of residents of the City and increased tax revenues of the City.

ALTERNATE DELIVERY METHODS

The City may use the best-value competitive bidding process, competitive sealed proposal method, construction manager-agent method, construction manager-at-risk method, design-build method, and the job order contract method for public procurement in place of the standard competitive bidding method that is also allowed under Chapter 2269 of the Government Code or Chapters 252 and 271 of the TLGC. The City may use any of the alternative delivery methods for any project involving an improvement to real property.

BID / PROPOSAL EXCEPTIONS:

Before the award of a contract that requires an expenditure of more than \$50,000 the city must comply with the requirements of TLGC Chapter 252 for competitive sealed bidding or competitive sealed proposal requirements unless an exception to such requirements is authorized. TLGC § 252.022 contains the principle exceptions to these requirements (see Appendix D).

The City Manager shall determine whether or not an exception applies to a particular improvement. Notwithstanding an applicable exception, the Department Director may choose to voluntarily utilize competitive sealed bidding or competitive sealed proposals to obtain the best advantage for the City.

Vendor volume in excess of \$50,000 is subject to review during audit. Cumulative expenditures for the budget year by vendor are reviewed for compliance with our competitive bidding practices.

EMERGENCY PURCHASES:

Emergency purchases occur when a situation arises that is unforeseen and must be remedied immediately. Pursuant to state law, emergency purchases are exempt from the bidding process. An emergency is described as follows:

- ❑ Acts of God (e.g., flood damage, tornado)
- ❑ Machinery that is critical to the operation of the City and rendered out of service
- ❑ To preserve or protect the health and safety of the municipalities of residents

- ❑ Procurement necessary because of unforeseen damage to public machinery, equipment, or other property (§252.022(a)(1-3) TLGC)

Where an emergency exists and a purchase estimated over \$5,000 is required, the following procedure will be used:

1. The Department should notify Finance of the purchase and attach an approved emergency justification form (see Appendix B) signed by the Department Director, Director of Finance, and the City Manager and attach to the Purchase Requisition.
2. If the emergency purchase causes a department to exceed their annual budget, the Department Director will work with the City Manager and, if necessary, City Council, to secure funding needed for the purchase.

If an emergency should arise after regular hours, the department director or his/her authorized representative may proceed with the emergency acquisition after receiving verbal approval from the City Manager or his/her designee. On the next regular day of business, a confirming requisition, invoice and properly completed emergency justification report (including a brief explanation of why the purchase was made after hours and the approval received) will be sent to the Finance Department so that a purchase order number can be assigned and forwarded to the appropriate vendor.

SOLE SOURCE PURCHASES:

A sole source vendor implies that there is only one person or company that can provide the equipment needed and that any attempt to obtain bids would only result in one company being able to meet the required specifications.

These tests should be met:

- ❑ The company is the manufacturer.
- ❑ The company does not sell through distributors.
- ❑ Patents in force require the items to be proprietary to the manufacturer.
- ❑ Specifications cannot be relaxed to allow other companies to bid competitively.

A purchase or contract that is subject to City Council award on the basis of competitive bidding may not be awarded under the sole source exception to competitive bidding unless the recommendation for the award is accompanied by the Purchasing Agent's written statement of the reasons why the exception is applicable to the purchase.

A City Council agenda item for action on a sole source purchase or contract must include the words "sole source award". City Council action on a sole source purchase or contract must be separate from all other actions. A sole source purchase or contract may not be included on the consent agenda.

DISASTER RELATED PURCHASES:

A disaster is the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause. The existence of a local state of disaster is established by the Mayor through the issuance of a proclamation as provided by Texas Government Code § 418.108. A disaster declaration expires seven days after issuance of the proclamation unless it is renewed or extended. A declaration of local disaster may not be

continued or renewed for a period of more than seven days without the consent of the City Council.

During a local state of disaster, purchasing staff shall cooperate with the Emergency Management Coordinator to ensure that the procurement process is coordinated with emergency operations. The City Manager may suspend or modify normal purchasing procedures as necessary to rapidly secure equipment, goods and services that are required or suitable to respond to the emergency. The modifications to normal procedure shall be the least which are deemed necessary by the City Manager in order to meet the demands of the emergency, but may specifically include the suspension of the notice and publication requirements of Texas Local Government Code § 252.041 applicable to procurements of more than \$50,000 that are subject to requirements for competitive sealed bidding or proposals.

Suspension of the notice and publication requirements for procurements in excess of \$50,000 does not eliminate the requirement to obtain competitive pricing unless the procurement is necessary to time sensitive emergency work that makes it clearly impractical to obtain informal bids. Where emergency demands make even informal bidding impractical a short-term non-competitive contract for site-specific emergency work may be warranted, however, the contract term should not exceed the time necessary to obtain competitive pricing on the basis of informal bids. Ordinarily non-competitive contracts may not be awarded more than 72 hours after the commencement of the state of disaster. If possible, the requisitioning department will contact at least three eligible vendors to obtain informal bids on procurements to which the competitive sealed bidding or proposal process would ordinarily apply. Informal bids may be obtained by phone, fax, email, or face to face solicitation. Informal bids need not be in writing; however, verbal offers will be immediately recorded by the requisitioning department and a record of all informal bids will be submitted to the Finance Department.

Contracts that are based on cost plus a percentage of cost shall not be used for the procurement of emergency work. Contractors listed on the Excluded Parties List System (www.epls.com) will not be eligible for the award of emergency work.

The suspension of normal purchasing procedures does not authorize procurements by persons other than authorized by this Purchasing Policy. Unless authorized in advance by the City Manager, all procurements during a local state of disaster shall be processed by the Finance Department to ensure compliance with this policy.

The City Manager shall reinstate normal purchasing procedures as quickly as possible following the declaration of a local state of disaster. The suspension of normal purchasing procedures automatically terminates 7 days following the declaration of a disaster unless authority to continue the suspension is specifically granted by the Mayor or City Council in any proclamation, resolution or ordinance authorizing the continuation of the local state of emergency for a period of time beyond 7 days.

BONDING:

Bids may be subjected to bonding requirements, per local government statutes. This is done to protect the City if the bidder attempts to withdraw after his bid is accepted (see Appendix D).

SECTION VII

SPECIFICATIONS

GENERAL INFORMATION:

All well-written specifications are the product of a concentrated group effort and are worth preserving. They represent the fruits of lengthy deliberation and study combined with past experience. They are essential to any efficient purchasing program.

Specifications are a concise description of a good or service that the vendor must meet in order to be considered for the award. Specifications may include requirements for testing, inspection, preparation, or installation. Specifications are the total description of the purchase.

SPECIFICATION PURPOSE:

Good specifications have four major characteristics:

- ❑ **They set the minimum acceptability of the goods or services.** The term minimum acceptability is key. The vendor must know the minimum standard to determine what to provide. Too high a standard may mean tax dollars will be wasted. Too low a standard and the goods or services will not meet the expectations of the user.
- ❑ **They should promote competitive bidding.** A maximum number of responsible vendors should be able to bid on the specifications. Restrictive specifications decrease competition.
- ❑ **They should contain provisions for reasonable tests and inspections for acceptability of the goods or services.** The methods and timing of tests and inspections must be indicated in the specification. Whenever possible, tests should refer to nationally recognized practices and standards.
- ❑ **They should provide for an equitable award to the lowest responsible bidder.**

PREPARATION OF THE SPECIFICATIONS:

The user department along with help from the Finance Department should prepare the specifications. The final acceptance of the specifications rests with the Finance Department. This ensures proper quality control and avoids the proliferations of conflicting specifications in different departments of the City.

OBTAINING SPECIFICATIONS:

Existing specifications may be obtained from other local governments or the State Purchasing and General Services Division, Specifications and Inspections Section.

SPECIFICATION TYPES:

There are several types of specifications that are commonly used. The names may vary because of the source describing them. A single specification may be a combination of two or more of these types, especially the first two listed below. The following are the most commonly used terms:

- ❑ **Design Specifications:** These specifications give detailed descriptions of a good or service, including such things as details of construction or production, dimensions, chemical composition, physical properties, materials, ingredients, plus all other details needed for the provider to produce an item of minimum acceptability. Design specifications are usually required for construction projects, custom-produced items, and for many services.
- ❑ **Performance Specifications:** These specifications are used when the goods and/or services are described in terms of required performance. They may include such details as required power, strength of material, test methods and standards of acceptability, and recommended practices.
- ❑ **Combination Specifications:** These specifications contain elements of both design and performance specifications. Some features of each are included to allow a vendor to use ingenuity to meet the performance needs of the City and to require certain necessary design characteristics. These are probably the most common type of specification.
- ❑ **Brand-Name Specifications:** These list a product or service by brand name, model, and other identifying specifics to limit the bidding to a single preferred product. Since this type of specification discourages competition, it should not be used unless the item is the only one that will satisfy the City's requirement. This type of specification is used for purchasing replacement parts where only the brand name item will work.
- ❑ **Brand-Name or Equal Specifications:** These are similar to brand name specifications, except that products equal to the characteristics of the named brand are specified as acceptable.
- ❑ **Qualified Products List Specifications:** Specifications that are identified by manufacturers' names and model numbers and are the only items that are acceptable. These are used when quality is such a critical factor, and testing so lengthy, or expensive, that the City wants to stay with proven products.
- ❑ **Standard Specifications:** A single specification for one or more goods or services that have the same general purpose and are ordered on a recurring basis is a standard specification. The same specification is used each time an order is placed or bids are advertised. Examples are office supplies, paper, janitorial supplies and copier service contracts. Standardized specifications will usually be more complete and detailed than one-time specifications.

SAMPLE SPECIFICATION FORMAT:

Scope and Intent

- ❑ Scope: Explain title and summarize the application.
- ❑ Intent: State use of the item and using department.

Definitions and Applicable Documents

- ❑ Definitions: Define technical and critical terms where necessary.
- ❑ Applicable Documents: List and reference all documents referred to in this specification, including title, edition or issue number, the year of publication, and publisher or originating organization. If necessary, state where the document(s) can be located.

Requirements

- ❑ Performance Requirements and Characteristics: List all functional needs and performance requirements. Include work-related needs that the item must achieve.
- ❑ Design Features and Requirements: List all design requirements, including materials, manufacturing standards and directions, dimensions, physical characteristics of all kinds, and workmanship standards.
- ❑ Other Requirements: List any requirements not covered in the first sections.

Quality Assurance

- ❑ Test Requirements: List any testing requirements; include certifications, inspections, laboratory sampling, and other quality control requirements.
- ❑ Remedies and Penalties: List all remedies available to the government for non-compliance with specifications. Detail penalties to the provider for failure to perform or comply.

SECTION VIII

PROCUREMENT CARD USE

OVERVIEW:

The Procurement Card (“PCard”) program provides the City with an alternative to the traditional purchase order system by allowing a more efficient method for making small dollar purchases of goods and services. The goal of the program is to increase savings and reduce costs by eliminating much of the paperwork required for small dollar expenditures.

The PCard operates similar to a credit card, and carrying one is a privilege to the employees based on trust. Although the PCard is issued to the employee, it remains City property and can be rescinded at any time.

The City, through its Procurement Card Policy, establishes its policies, procedures and rules for use of the PCard by City employees. Purchases made with PCards must comply with the requirements of the City’s Purchasing Policy and the Procurement Card Policy.

SECTION IX

PURCHASING AUTHORIZATION FORM

A Purchasing Authorization Form must be signed by the department director for each person having authority to approve purchases for his/her department. This form will be kept on file in the Purchasing Department.

The Purchasing Authorization Form indicates that the person having the authority to approve purchases for their department has read and understood the Purchasing Rules & Regulations Policy and will abide by the guidelines, restrictions, and duties enumerated therein. (See Appendix A)

SECTION X

INTERNAL GUIDELINES FOR MANAGEMENT OF FEDERAL AND/OR STATE FUNDS

All costs charged by the City must be necessary, reasonable, allowable, and allocable to all Federal and/or State grant programs received administered by the City. The City must assure that all costs are appropriate and eligible including but not limited to the following areas of concern:

- Administrative requirements - Including duplication of benefits requirements, provisions related to charging pre-award costs, conflict of interest, reporting fraud, and distinction between agencies/government components, contractors, developers, and beneficiaries;
- Recordkeeping and Reporting requirements - Including records retention and financial reporting requirements;
- Procurement requirements - Including requirements related to bonding, insurance, suspension, and debarment;
- Contract conditions;
- Force Account - Including requirements for tracking, documenting, and charging personnel costs and applicable fringe benefits and classification, purchasing, tracking, insuring, and disposing of equipment, supplies, and federally purchased tangible and intangible property;
- Contract amendments;
- Contract closeout;
- Monitoring and Quality Assurance - Including requirements related to preventing fraud, waste, and abuse;
- Audit - Including Single Audit or program-specific audit requirements

The following is a list of key federal and state regulations governing financial management of grant programs:

- 24 CFR § 570 Subpart I- governs the state CDBG-DR program;
- 2 CFR § 200, including all of Subpart E Cost Principles;
- Uniform Grant Management Standards (UGMS) - Texas Comptroller of Public Accounts and guidance under 2 CFR § 200;
- Texas Local Government Code Chapter 171

It is the City's responsibility to be knowledgeable and compliant with these requirements to ensure the appropriate, effective, timely, and eligible use of all funds related to Federal and/or State Programs. The City is responsible for monitoring vendors and projects and compliance with applicable financial management standards, for processing payment requests for funds, and for audit review.

A cost objective is a pool of related costs, which could be related based on the City's departments, function, eligible, activity, agreement with State and/or Federal agencies or any other basis. The term is used to capture a variety of scenarios in which costs may be categorized for purposes of cost allocation or eligibility determinations.

As per of 2 CFR § 200.303, the City has established this and other written policies and procedures for internal controls and guidance documentation for responsible financial management of federal and/or state funds and include the adherence to the following:

- All federal, state, and local conflict of interest provisions, including the requirements of Texas Local Government Code Chapter 171;
- The City has an established internal control system and documented segregation of duties. Including the appropriate segregation of duties as follows:
 - o No person has complete control over every phase of a significant transaction. For example, the person who authorizes payments to contractors should not draft and issue the payment check and the person who writes a payment check should not reconcile associated bank records;
 - o Monthly bank reconciliation and/or direct deposit monthly statements are reviewed by someone who is not responsible for handling cash or issuing checks;
 - o the person issuing checks for grant expenses does not also handle payroll preparation/issuance of paychecks;
- The City will take prompt action when an instance of noncompliance is identified internally or through audit findings;
- The City takes reasonable measures to safeguard protected personally identifiable information (PII) and other information that the City considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality;

Per 24 CFR § 570.502, through established budgets and accounting records, the City is responsible for ensuring all Federal and/or State expenditures are authorized in an approved, documented budget and do not exceed the total budget amount and do not exceed the amount in the City's grant agreement(s).

The City will use one of two general methods available to draw federal and/or state grant funds to pay for project and vendor costs: the reimbursement method and the cash advance method.

- The reimbursement method entails a transfer of grant funds to the City based on actual expenditures already incurred by the City before it requests a draw;
- The cash advance method entails the transfer of grant funds from the federal and/or state agency based upon the City's received invoices before the actual cash disbursements have been made by the City.

The City establishes a separate account for each grant it receives. When using a cash advance basis process, the City will ensure that all received grant funding is held in an insured, interest-bearing account (2 CFR § 200.305(b)). Distinct accounting information for each grant is created. Accurate records of encumbrances/obligations against distinct line items within each grant for vendor contracts are made. Accurate records on grant awards, unobligated balances, assets, liabilities, expenditures, program income (if any) and applicable interest are kept and supported by sources documentation, including vendor contracts, invoices, and purchase orders.

Pursuant to 2 CFR § 200.302(a), the City's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, are sufficient to permit the preparation of reports required to demonstrate compliance with general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the City's State and/or Federal grant agreement(s).

City through its annual audit process has proven effective control over, and accountability for, all funds, property, and other assets in its possession. The City makes every effort to adequately safeguard all assets and assure that they are used solely for their intended purpose.

Financial Records for all Federal and/or State grant programs include the following:

- Transaction registry documenting:
 - o All invoices associated with each Request for Payment; and
 - o Source of funds for each invoice (grant funds by activity, matching funds, and/or other funds)
- Source documentation, including the following:
 - o Copies of Requests for Payment;
 - o Addendum record of direct deposit payments;
 - o Verification of deposits;
 - o Monthly bank statements
 - o Check register/transaction ledger;
 - o Employee time sheets (as applicable);
 - o Equipment time record sheets (as applicable);
 - o Property inventory;
 - o Purchase orders, invoices, and contractor requests for payments;
 - o Electronic Transfer Form (EFT);
 - o All original source documents

The City for each grant agreement received, establishes Responsible Persons. Through resolution, the City identifies the Responsible Persons (at least 2, preferably 4 by job title) responsible for both contractual documents (executed City agreement(s), associated amendments, and various program certifications) and financial documents (requests for payment, issuance of check).

The City, where allowable by the Federal and/or State funding program, will authorize direct deposit to receive payments from the agency(ies) to post directly to the City's local bank account.

The City will ensure that there exists staff and contractor capacity necessary to manage all grant funds under its control. The City may procure a Grant administrator to assist with management of grant compliance, subject to 2CFR200 procurement guidelines and requirements.

Eligible/Allowable Costs: All costs charged to the City's grant agreement(s) will be deemed eligible as identified in each Grantor's agreement/implementation manual. Eligible costs are those that conform to the federal/state requirements, including limitations and waivers described in applicable Federal Register Notices, comply with federal cost principles, and align with all associated cross-cutting federal requirements (Davis Bacon and Related Acts, Environmental requirements, etc.) and State and Local law.

The City will assure pursuant to 2 CFR § 200.403, costs meet the following general criteria to be allowable as a charge against any Federal award:

- Costs must be necessary and reasonable for the performance of the Federal award and be allocable to that award and not to a different award;
- Costs must conform to any limitations or exclusions set forth in 2 CFR § 200 or in the Federal award as to types or amount of cost items;
- Costs must be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the City;
- Costs must be accorded consistent treatment;
 - o A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost;
- Costs must be determined in accordance with generally accepted accounting principles (GAAP);
- Costs must be adequately documented

Reasonable Costs (2 CFR § 200.404): A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration will be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the proper and efficient performance of the State and/or Federal award;

- The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, state, local, and other laws and regulations; and terms and conditions of the State and/or Federal award;
- Market prices for comparable goods or services for the geographic area;
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the City, its employees, the public at large, the State Government and/or Federal Government;
- Whether the City significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the cost

The City will insure that all grant reimbursement requests meet the definition of Allocable Costs (2 CFR § 200.405 and § 200.406) A cost is allocable to a particular grant, City agreement, vendor contract, program or other cost objective if the goods or services involved are chargeable or assignable to that cost objective in accordance with relative benefits received. This standard is met if the cost:

- Is incurred specifically for that cost objective; • Benefits both that cost objective and other work of the City and can be distributed in proportions that may be approximated using reasonable methods; and
- Is necessary to the overall operation of the City and is assignable in part to the specified cost objective in accordance with 2 CFR § 200.

Any cost allocable to a particular cost objective may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the City from shifting costs that are allowable under two or more cost objectives in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Costs should only be charged net of all applicable credits. Applicable credits refer to those receipts or reduction-of-expenditure-type transactions that offset or reduce expense items allocable to the cost objective. Examples include:

- Purchase discounts;
- Rebates or allowances;
- Recoveries or indemnities on losses;
- Insurance refunds or rebates; and
- Adjustments of overpayments or erroneous charges

To the extent that such credits accruing to or received by the City relate to allowable costs, they must be credited to the State and/or Federal award either as a cost reduction or cash refund, as appropriate. These credits do not constitute program income.

The City will submit a draw request for eligible costs as often as is needed, subject to limitations in grant agreements and at least quarterly throughout the life of a project. The City will submit costs to a Grantor for draw within 60 days of receipt of invoices as allowable.

Pursuant to 24 CFR § 570.489(c), 2 CFR § 200.305(b), and 31 CFR § 205, the City when utilizing the cash advance method will minimize the time elapsing between the transfer of funds from the Federal or State agency and the disbursement by the City for eligible costs. This period must not exceed 5 business days from the date of receipt/deposit of funds.

APPENDIX A

PURCHASE AUTHORIZATION FORM

*I have been authorized to approve requests for purchases for the _____
Department(s), budget number(s) _____
up to \$49,999.99.*

In connection with that authorization, I certify that I have read and understand the Purchasing Rules and Regulations Policy and will abide by the guidelines, restrictions, and duties enumerated therein.

NAME: _____ *(Please Type)*

(Signature)

DATE: _____

APPROVAL _____
(Department Director)

APPENDIX B

EMERGENCY PURCHASE JUSTIFICATION FORM

This questionnaire has been designed to assist staff in providing information necessary in the processing of emergency requisitions for the purchase of products and/or services. Please complete and forward to Purchasing. If more space is needed, please attach additional page(s).

REQUISITION NO.: _____

1. State the reason for the emergency purchase by explaining what the emergency is and/or what caused the emergency situation:

2. State the financial or operational damage/risk that will occur if needs are not satisfied immediately (do not simply say there will be a loss or some damage):

3. State why the needs were not or could not be anticipated so that goods/services could not have been purchased following standard procedures:

4. State the reason and process used for selecting the vendor (attach all quotes/proposals received from other sources, if applicable):

5. State the part of the City's Purchasing Policy this Emergency Purchase falls under.

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.

Submitted By: _____

Department Director: _____

Authorized Signature

Date

City Manager: _____

Authorized Signature

Date

APPENDIX C

DEPARTMENT:	DEPARTMENT CONTACT:	FUND:	DEPT:	ACCOUNT:	END USE:
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CITY OF TAYLOR

400 PORTER

TAYLOR, TX 76574

PURCHASE ORDER REQUISITION

PURCHASE ORDER #

REQUISITIONED DATE:	DATE NEEDED:	DATE RECEIVED:	SHIP VIA:	TERMS:
---------------------	--------------	----------------	-----------	--------

ORDER FROM:**DELIVER TO:**

CONTACT PERSON:_____

PHONE: _____

[illegible]

REQUISITIONED BY:

APPROVED BY:

NOTE:

BEFORE PURCHASING ANYTHING THAT REQUIRES A PURCHASE ORDER, THIS REQUISITION MUST BE FILLED OUT COMPLETELY AND APPROVED BY THE DEPARTMENT DIRECTOR.

APPENDIX D

ADDITIONAL INFORMATION

BIDDING

TLGC § 252.022

(a) This chapter does not apply to an expenditure for:

1. A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
2. A procurement necessary to preserve or protect the public health or safety of the municipality's residents;
3. A procurement necessary because of unforeseen damage to public machinery, equipment, or other property;
4. A procurement for personal, professional, or planning services;
5. A procurement for work that is performed and paid for by the day as the work progresses;
6. A purchase of land or right-of-way; and
7. A procurement of items that are available from only one source.
 - a. items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
 - b. films, manuscripts, or books;
 - c. gas, water, and other utility services;
 - d. captive replacement parts or components for equipment;
 - e. books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and
 - f. management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;
8. A purchase of rare books, papers, and other library materials for a public library;
9. Paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;
10. A public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters;
11. A payment under a contract by which a developer participates in the construction of a public

improvement as provided by Subchapter C, Chapter 212;

12. Personal property sold:

- a. at an auction by a state licensed auctioneer;
- b. at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;
- c. by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or
- d. under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391;

13. Services performed by blind or severely disabled persons;

14. Goods purchased by a municipality for subsequent retail sale by the municipality;

15. (15) electricity; or

16. (16) advertising, other than legal notices.

(b) This chapter does not apply to bonds or warrants issued under Subchapter A, Chapter 571.

(c) This chapter does not apply to expenditures by a municipally owned electric or gas utility or unbundled divisions of a municipally owned electric or gas utility in connection with any purchases by the municipally owned utility or divisions of a municipally owned utility made in accordance with procurement procedures adopted by a resolution of the body vested with authority for management and operation of the municipally owned utility or its divisions that sets out the public purpose to be achieved by those procedures. This subsection may not be deemed to exempt a municipally owned utility from any other applicable statute, charter provision, or ordinance.

(d) This chapter does not apply to an expenditure described by Section 252.021(a) if the governing body of a municipality determines that a method described by Chapter 2269, Government Code, provides a better value for the municipality with respect to that expenditure than the procedures described in this chapter and the municipality adopts and uses a method described in that chapter with respect to that expenditure.

BONDING

Sec. 2253.021. PERFORMANCE AND PAYMENT BONDS REQUIRED.

(a) A governmental entity that makes a public work contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity:

- (1) a performance bond if the contract is in excess of \$100,000; and
- (2) a payment bond if:

- (A) the contract is in excess of \$25,000, and the governmental entity is not a municipality or a joint board created under Subchapter D, Chapter 22, Transportation Code; or
- (B) the contract is in excess of \$50,000, and the governmental entity is a municipality or a joint board created under Subchapter D, Chapter 22, Transportation Code.

(b) The performance bond is:

- (1) solely for the protection of the state or governmental entity awarding the public work contract;
- (2) in the amount of the contract; and
- (3) conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.

(c) The payment bond is:

- (1) solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material; and
- (2) in the amount of the contract.

(d) A bond required by this section must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

(e) A bond executed for a public work contract with the state or a department, board, or agency of the state must be payable to the state and its form must be approved by the attorney general. A bond executed for a public work contract with another governmental entity must be payable to and its form must be approved by the awarding governmental entity.

(f) A bond required under this section must clearly and prominently display on the bond or on an attachment to the bond:

- (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- (2) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

(g) A governmental entity may not require a contractor for any public building or other construction contract to obtain a surety bond from any specific insurance or surety company, agent, or broker.

(h) A reverse auction procedure may not be used to obtain services related to a public work contract for which a bond is required under this section. In this subsection, "reverse auction procedure" has the meaning assigned by Section 2155.062 or a procedure similar to that described by Section 2155.062.

ADDENDUM TO PURCHASING POLICY

CITY OF TAYLOR FEDERAL PROGRAMS POLICY

The City of Taylor has adopted Federal 2 CFR 200.318 - 200.326 and Appendix II to Part 200 for federal programs to ensure City procures materials and services in an efficient and economical manner that is in compliance with the applicable provisions of federal, state and local laws and executive orders.

2 CFR 200 section 318 to 326 cover the following regulations:

200.318 – General Procurement Standards

200.319 – Competition

200.320 – Methods of Procurement to be followed

200.321 – Contracting with Small & Minority businesses, women business enterprises & labor surplus area firms

200.322 – Procurement of Recovered Materials

200.323 – Contract Cost & Price

200.324 – Federal awarding agency or pass-through entity review

200.325 – Bonding requirements

200.326 – Contract Provisions

This addendum is hereby added to the City of Taylor's Purchasing Policy, effective this 24th of September 2020.

City Mayor

Attest:

City Clerk



City Council Meeting September 24, 2020 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 9
Agenda Title: Consider Approving Fiscal and Budgetary Policy

Council Action to be taken: Approve Policy as Presented

Department Submitted: Finance

Staff Contact: Jeffrey Wood, Director of Finance

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to consider approving a formal Fiscal and Budgetary Policy.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Currently, the City does not have a formally approved Fiscal and Budgetary Policy. Approving such policy will afford the City more competitive grant applications and provide additional structure and consistency to future financial and budgetary decisions.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• More competitive grant applications • Maintain consistency in financial and budgetary policy	• If unadopted, less competitive grant applications • Potential for inconsistent financial and budgetary policy, specifically across various administrations

4. RECOMMENDATION

Staff recommends the approval of the attached Fiscal and Budgetary Policy.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)
--

N/A

8. ATTACHMENTS

9a. [City of Taylor, TX – Fiscal and Budgetary Policy](#)

City of Taylor, TX

Financial and Budgetary Policies FY 2021

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PURPOSE

The City of Taylor has an important responsibility to its citizens, taxpayers, ratepayers, and all customers to carefully account for public funds, to manage the City's finances wisely, and to plan for the adequate funding of services desired by the public. ***These policies implement and enhance the City Council's strategic vision which states the City of Taylor be "a vibrant, diverse, friendly, growing community that has retained our historic character and small-town feel."*** To facilitate this responsibility, certain financial policies have been developed and implemented within the parameters established by provisions of the Texas Local Government Code and the City Charter. These policies, as itemized below, are adopted by the City Council annually and considered the basis for financial management, planning and budget preparation.

FUND STRUCTURE & BASIS OF ACCOUNTING

All fund structures and accounting standards of the City of Taylor are in compliance with generally accepted accounting principles for local governments as prescribed by the Governmental Accounting Standards Board (GASB) and other recognized professional standards.

GOVERNMENTAL FUNDS

Governmental funds revenues and expenditures are recognized on the modified accrual basis. Revenues are recognized in the accounting period in which they become available and measurable while expenditures are recognized in the accounting period in which the liability is incurred, if measurable. Because the appropriated budget is used as the basis for control and comparison of budgeted and actual amounts, the basis for preparing the budget is the same as the basis of accounting.

The governmental funds are used to account for general government operations and include the General Fund, Debt Service funds, and Special Revenue funds. The City utilizes a full-cost approach to budgeting all of its services, which results in limited inter-fund transfers.

- **General Fund**

The General Fund is the Primary fund for core government services and is used to account for all resources not required to be accounted for in another fund and not otherwise devoted to specific activities. Most of the financial transactions for the City are reported in this fund. The services provided by the City are presented as operating departments in the budget.

- **Debt Service Funds**

This fund type is used to account for resources used to service the principal and interest on long-term debt such as general obligation bonds, revenue bonds, and certificates of obligation.

- **Special Revenue Funds**

This fund type is used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes.

PROPRIETARY FUNDS

Proprietary fund revenues and expenses are recognized on the accrual basis. Revenues are recognized in the accounting period in which they are earned and become measurable while expenses are recognized in the period incurred, if measurable. The basis for preparing the budget is the same as the basis of accounting except for principal payments on long-term debt and capital outlay which are treated as budgeted expenses. Depreciation is not recognized as a budgeted expense.

Proprietary funds are used to account for the City's activities that are similar to commercial enterprise accounting. These funds include the Utility Fund, Airport Fund, Cemetery Fund, Sanitation Fund, and Internal Services Fund.

- **Utility Fund**

The Utility Fund consists of utility administration, water and wastewater operations, and non-departmental. It is the policy of the City that the water and wastewater operations be self-sufficient and not cross subsidize the other. Rates will be set to reflect cost of service by customer class where practical. The Utility Fund also accounts for the debt service and capital improvements of the utility system.

- **Water** - Water operations include water line maintenance and water systems support.
- **Wastewater** - Wastewater operations include wastewater line maintenance, wastewater systems support, and the wastewater treatment plant.

- **Airport Fund**

The Airport Fund administers all aspects of the City's Municipal Airport including planning, engineering, programs, operations and maintenance. The Airport fund collects majority of its revenues from the sale of fuel and hangar rental fees. The fund also accounts for the debt service and capital improvements of the airport.

- **Cemetery Fund**

The Cemetery Fund administers all aspects of the City's cemetery operations and maintenance. The Cemetery fund collects majority of its revenues from grave digging services and cemetery lot sales.

- **Sanitation Fund**

The Sanitation Fund administers the financial aspects of City's solid waste management agreement with Waste Connections. The fund collects majority of its revenues from the solid waste collections and refuse collection charges.

- **Internal Services Fund**

The Internal Services Fund administers all aspects of the City's Fleet of vehicles including maintenance, repair, and replacement. The Internal Services fund collects majority of its "revenues" from rental and replacement fees charged to each department that utilize city vehicles. The fund also accounts for the payment of lease agreements used to secure new or replacement vehicles.

STRATEGIC PLANNING AND GOALS

City Council Strategic Plan

The Council's Strategic Plan consists of a Vision, Goals, and Strategies. The Strategic Plan is reviewed and updated by Council and staff annually and are amended and refined by the City Council at its annual Strategic Planning retreat.

Council Vision and Goals

The Council has further defined the City's Strategic Vision around five (5) Goals. These Goals become the City's strategic direction for development and implementation of its master planning, capital improvement programs for infrastructure, long-term financial plans and annual budgets. The Goals may be reprioritized or refined from year to year, but generally stay consistent.

1. Financial – To be good stewards of the City's resources
2. Customer – Our residents and businesses are proud to call Taylor home
3. Internal Process – Our clearly defined processes and procedures make it easy to do business with the City
4. Employee – Our knowledgeable, engaged employees deliver an exceptional customer experience by doing a job they love
5. Culture – Our friendly, welcoming environment attracts residents, businesses and visitors.

ANNUAL BUDGET

Preparation

The Charter (Section 12.1) requires that "The City Manager shall prepare and submit to the City Council an annual budget on the basis of estimates of income and expenses of the various departments of the City." The budget shall be submitted in accordance with state law.

- The annual budget will be prepared to address Council Strategic Vision and direction.
- Long-term financial needs will be considered and addressed when appropriate.
- Current expenditures (operating and recurring capital) are to be funded with current, on-going revenues.

Proposed Budget

A proposed budget shall be prepared by the City Manager with participation from all of the City's Department Directors within the provision of the Charter and the City Council's strategic vision. A copy of the proposed budget will be available for citizen review at Taylor City Hall and the public library.

Balanced Budget

The goal of the City is to adopt and maintain a balanced operating budget using sustainable funding sources that are expected to continue to be available in subsequent fiscal years.

Revenues and Expenditures

The annual budget is staff and Council's best estimate of the revenues, expenditures, and available fund balances at the time of preparation. Therefore, transfers and amendments may be needed from time to time due to changing conditions.

Administrative allocations

Allocations for the general support services to the Utility Fund, Airport Fund, Cemetery Fund, Sanitation Fund, and Municipal Drainage Utility System (MDUS) Fund (Special Revenue), and any other operating funds will be reviewed, documented, and adjusted if necessary to assure reasonable cost of services is allocated to those funds.

Personnel

The annual Budget will also include the approved number of full-time equivalents (FTEs) for the City. Approval of budget is considered approval of the FTEs. City Manager may transfer and/or repurpose FTEs among departments and funds as needed to meet the needs of the community. If the transfer changes the total appropriations for any particular fund, then City Council approval is necessary.

Fund Balance

Balances in excess of required reserves may be used to fund the pay-as-you-go repair and maintenance programs, major capital projects and other one-time needs.

Adoption

Upon finalization of the budget proposal, the City Council will hold a public hearing, and subsequently adopt by Ordinance the final budget. State law requires at least 60 percent of the members of the governing body to vote in favor of an ordinance setting a property tax rate that exceeds the effective tax rate. The budget shall be adopted not later than the final day of the last month of the fiscal year. The budget will be effective for the fiscal year beginning October 1st.

The Annual Budget document will be submitted annually to the Government Finance Officers Association (GFOA) for evaluation and consideration for the Distinguished Budget Presentation Award.

Reporting

Summary financial reports will be presented to the City Council monthly. These reports will be in a format appropriate to enable the City Council to understand the overall budget and financial status.

Budget Amendments

The City will amend the budget at year end, if needed, for revenue-based expenditures that exceeded budgeted amounts. The City will also amend the budget if necessary as part of Quarterly Amendments if any known adjustments are needed and approved at that time. The Director of Finance must certify availability of revenues or funding sources prior to amendment.

CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET

The City's goal is to maintain City facilities and infrastructure to provide services to the citizens within the community, meet growth related needs, and comply with all state and federal regulations.

Preparation

The City will maintain and periodically update master plans to maintain and expand its infrastructure including, but not limited to: City Facilities, Drainage, Parks and Recreation, Transportation, Water and Wastewater. The City annually updates a five-year CIP schedule.

The capital budget will include all capital projects, capital resources, and estimated operational impacts. Capital projects are generally tracked on a project-length basis. The required financing is not appropriated on an annual basis but is approved at the outset of the project. The expected expenditures under the CIP schedule are presented as part of the overall budget adoption to accurately reflect the City's total expected use of funds in any given budget year but these estimates are not considered binding appropriations in that year.

Financing Programs

When determining the financing options for CIP, the City will first evaluate the available funds in the General, Proprietary, and Special Revenue funds, if/when applicable. Where applicable, assessments, impact fees, pro rata charges, or other fees should be used when a specific developer can be identified as specifically benefitting from a particular project. Once other financing options have been considered, long-term debt financing will be explored to acquire major assets with expected lives equal to or exceeding the average life of the debt issue.

Short-term financing including Capital Leasing can be used to fund vehicles and other operating equipment provided the impact to the tax rate is minimal.

CAPITAL MAINTENANCE AND REPLACEMENT

The City recognizes that deferred maintenance increases future capital costs. Assessments are made annually as part of the budget preparation process to ensure that major repairs, replacements, and maintenance necessary to preserve the City's capital investments are funded. The City will annually fund allocations to the following:

- Fleet Maintenance and Replacement
- Information Technology
- Facilities Maintenance
- Parks and Recreation
- Public Safety Equipment

BUDGET CONTINGENCY PLAN

The City will take immediate corrective action at any time during the fiscal year if expenditure and revenue estimates are such that an operating deficit is projected at year end.

Corrective actions may include:

1. Reduce transfers to Self Finance Construction Funds for pay-as-you-go CIP
2. Deferral of capital purchases
3. Expenditure reductions
4. Hiring freezes
5. Freeze merit increases
6. Use of fund balance, including repair and maintenance funds
7. Increase fees
8. Lay-off employees

The use of fund balance, which is a one-time revenue source, may be used to fund an annual operating deficit only with a subsequent approval of a plan to replenish the fund balance if it is brought down below policy level.

FUNDS, RESERVES AND DESIGNATIONS

The City of Taylor will maintain budgeted minimum reserves in the ending fund balances of its operating funds to provide a secure, healthy financial base for the City in the event of a natural disaster or other emergency and to maintain or enhance its credit worthiness. Funds will be used for purposes as designated by state law, charter and this policy.

- **General Fund Reserves**

In recognition of fund balance reserve best practices, the fund balance reserve in the General Fund shall be ninety (90) days or 25% of annual General Fund operating expenditures. Staff will evaluate the financial stability of the General Fund revenues annually to ensure the reserve requirement remains adequate.

REVENUES

The City will maintain a diverse and stable revenue system. In order to protect the City from revenue shortfalls and to maintain a stable level of service, revenues will be estimated realistically and conservatively taking into account the volatile nature of various revenue streams. The analysis will include probable economic changes and their impacts on revenues, historical collection rates, and trends. The benefits of a revenue source should exceed the cost of administration and collection of that revenue.

- **Property Tax**

All real and business personal property located within the City will be valued at 100% of the fair market value for any given year based on the current appraisal supplied by Williamson and Travis Central Appraisal Districts.

- **Sales Tax**

Sales tax revenue will be used to fund the recurring operations of the General Fund. Sales tax revenue fluctuates due to changes in economic conditions and will be closely monitored to ensure the needs of the City are met.

The City's goal is to have balanced and reliable on-going revenues for its General Fund operations without over-reliance on any single sales tax provider.

- **User Fees and Charges**

For services associated with a user fee or charge, the direct and/or indirect costs of that service will be offset by a fee where possible. The City will review fees and charges annually to ensure that fees provide adequate coverage for the cost of services. The City Council will determine how much of the cost of a service should be recovered by fees and charges.

- **Utility Rates**

Rates will be reviewed periodically and adopted to generate sufficient revenues to fully cover operating expenses, meet debt coverage requirements and provide an adequate level of working capital. The utility revenues will be budgeted based on an average year's consumption. The rate analysis will anticipate neither drought nor wet conditions. Adjustments to the utility rates will be made based on revenue requirements for operations, maintenance, anticipated capital projects, and potential debt-issuances. When financially feasible, a transfer from the Utility Fund will be budgeted to fund pay-as-you-go one-time capital expenditures or projects. It is the City's goal to have growth pay for growth through impact fees and developer contributions where practical.

- **Franchise Fees**

Derived from major public utilities operating within the City, franchise fees are intended to reimburse the City for use of public streets and rights of way.

- **Hotel Occupancy & Venue Taxes**

Taxes imposed on hotel room nights allowed by statutory and charter authority. The use of these revenues are limited by state law to specific tourism promotion activities. The revenues will be estimated using actual properties and occupancy rates and prior year revenue collections.

- **Non-Recurring Revenues**

One-time or non-recurring revenues should not be used to finance current ongoing operations.

EXPENDITURES

- **Appropriations & Transfers**

All expenses of the City will be made in accordance with the adopted annual budget or as legally amended. The legal level of control is at the fund level. The City Manager is authorized to transfer budgeted amounts among departments within any fund; however, any transfers or amendments that change the total expenditures of any fund must be approved by the City Council.

- **Procurement**

In accordance with state law and city ordinances, the City is to provide for the fair and equitable treatment of all persons involved in public purchasing with the City of Taylor, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity while meeting all legally mandated federal, state, and local requirements. Competitive pricing will be sought to ensure the best value is obtained through the procurement of products and services. Please refer to the City of Taylor's formally adopted Purchasing Policy for more detail.

CASH MANAGEMENT AND INVESTMENTS

The City Council has formally approved a separate Investment Policy for the City of Taylor that meets the requirements of the Public Funds Investment Act (PFIA), Section 2256 of the Texas Local Government Code. This policy is reviewed annually by the City Council and applies to all financial assets held by the City and applies to all entities (component units) included in the City's Comprehensive Annual Financial Report (CAFR) and/or managed by the City. The City will maintain cash management and investment policies and procedures will maintain the public trust through responsible actions as custodians of public funds.

Cash Management Philosophy

The City shall maintain a comprehensive cash management program to include the effective collection of all accounts receivable, the prompt deposit of receipts to the City's depository, the payment of obligations, and the prudent investment of idle funds in accordance with this policy.

Investment Objectives

The City's investment program will be conducted as to accomplish the following listed in priority order:

- Safety of the principal invested
- Liquidity and availability of cash to pay obligations when due
- Maximize earnings (yield) to the greatest extent possible consistent with the City's investment policy.

DEBT

The City of Taylor establishes the following policy concerning the issuance and management of debt. This policy is to improve the quality of decisions in relation to the City's financing activities, provide a comprehensive view of the City's long-term debt picture and make it easier for decision-makers to understand issues concerning debt issuance and management.

It is the intent of this policy that the City's debt be managed and monitored so as to enhance or maintain its credit rating with major ratings agencies.

CONDITIONS OF DEBT ISSUANCE

Debt should be issued for the purpose of meeting the needs of the community through funding of capital projects and equipment but without constituting an unreasonable burden to taxpayers.

TYPES OF DEBT

- **General Obligation Bonds**
General Obligation Bonds may only be issued with a majority approval of a popular vote. The use of the proceeds from GO Bonds is limited to the acquisition or improvement of real property and other uses allowed by law and applicable bond ordinances. Libraries, parks and public safety facilities are all types of facilities that could be financed with GO Bonds. To the extent that property tax revenues are used to fund debt service, an increase to the property tax will be proposed.
- **Certificate of Obligations**
Certificate of Obligations may be used to fund capital improvements or equipment that are not otherwise funded by general obligation or revenue bonds. With CO bonds, the voters have an option to petition for an election on whether the certificates should be issued. There is a thirty (30) day notice period before a city can pass an ordinance to issue the certificates giving time for citizen input and time to gather signatures for a petition to call an election. To the extent that property tax revenues are used to fund debt service, an increase to the property tax will be proposed.
- **Enterprise Revenue Bonds**
Enterprise Revenue Bonds finance facilities for a revenue producing enterprise and are payable from revenue sources within that enterprise. Municipal Water and Sewer and Solid Waste are examples of revenue producing enterprises within the City.

- **Refunding Obligations**

Pursuant to the Government Code and various other financing statutes applicable in particular situations, the City Council is authorized to provide for the issuance of bonds for the purpose of refunding any long-term obligation of the City. Absent any significant non-economic factors, a refunding should produce minimum net debt service savings (net of reserve fund earnings and other offsets) of at least 3% of the par value of the refunded bonds on a net present value basis, using the refunding issue's True Interest Cost (TIC) as the discount rate, unless the Finance Department determines that a lower savings percentage is acceptable for issues or maturities with short maturity dates.

- **Leases**

Leases may be used to finance major capital purchases, other than infrastructure, including fleet, major system upgrades and large equipment purchases.

- **Internal borrowing between City funds**

The City can authorize use of existing long-term reserves as "loans" between funds. The borrowing fund will repay the loan at a rate consistent with current market conditions. The loan will be repaid within ten (10) years. The loan will be considered an investment of working capital reserves by the lending fund.

- **Other Obligations**

There may be special circumstances when other forms of debt are appropriate and may be evaluated on a case-by-case basis. Such other forms include, but are not limited to **limited** tax notes, non-enterprise revenue bonds, bond anticipation notes, grant anticipation notes and judgment or settlement obligation bonds.

RESTRICTION ON DEBT ISSUANCE

- The City of Taylor **will not** use long-term debt to finance current operations or normal maintenance.
- Derivative products **will not** be used by the City.
- Swaps **will not** be entered into without establishment of a Swap Policy.
- Variable rate debt **will not** be entered into without establishment of a Variable Rate Debt Policy.

LIMITATIONS ON OUTSTANDING DEBT

There is no direct debt limitation in the City Charter or under State law. The City operates under a Home Rule Charter (Article XI, Section 5, Texas Constitution) amended by voters in May 2001 that limits maximum tax rate, for all City purposes to \$2.50 per \$100 assessed valuation. Administratively, the Attorney General of the State of Texas will permit allocation of \$1.50 of the \$2.50 maximum tax rate for general obligation debt service.

CHARACTERISTICS OF DEBT ISSUANCE

When the City finances capital projects by issuing bonds, it will pay back the bonds within standard terms that include the following:

- Term may be up to 30 years depending on cash flow assumptions, or useful life of asset being financed.
- Call provisions will be shortest possible optional call consistent with optimal pricing.
- The City will seek level or declining debt repayment schedules and will avoid issuing debt that provides for balloon principal payments reserved at the end of the term of the issue.
- The City will avoid variable-rate debt due to the potential volatility of such instruments. Therefore, the City will avoid the use of variable-rate debt for its general obligation bond issues.
- The Debt service program will be managed in conformity with applicable bond covenants.

Commercial insurance or other credit enhancements to the bond rating shall be considered when cost-effective.

DEBT ISSUANCE PROCESS

The City shall utilize the services of an independent, Municipal Securities Rulemaking Board-registered financial advisor on all debt financing. Although not required, the City may utilize an RFP-selected pool of underwriters to mitigate time constraints and reduce overhead costs to the City in procuring such services. Bond counsel will be used for each transaction.

The Finance Department shall review each debt issuance transaction on a case-by-case basis to determine the most appropriate method of sale.

- **Competitive Sale**
In a competitive sale, bids for the purchase of the bonds are opened at a specified place and time and are awarded to the underwriter (or syndicate) whose conforming bid represents the lowest true interest cost to the City. This method is most advantageous when the debt to be issued is less complex, the municipal bond market for high-grade credits is stable, and the sale of the City's bonds is assured.
 - Bond sales shall be cancelable at any time prior to the time bids are to be received.
 - Upon award to the bidder whose conforming bid represents the lowest true interest cost, the City may restructure the bonds in accordance with the Official Notice of Sale. The City shall reserve the unfettered right to reject all bids or waive bid irregularities.
- **Negotiated Sale**
In a negotiated sale, the City chooses the initial buyer of the bonds in advance of the sale date. The initial buyer is usually an investment banking firm, or a syndicate of investment banking firms interested in reoffering the bonds to investors through an underwriting process. This type of sale allows the City to discuss different financing techniques with the underwriter in advance of the sale date. This method is most advantageous when the debt issue is complex, debt structuring flexibility is required (as would be the case in a bond refunding) or the municipal bond market is unstable or uncertain.

- **Direct Purchase**

In a direct purchase, the City may select a private purchaser willing to bid a below market rate or other preferential financing terms. Such transactions often allow debt to be issued more efficiently by eliminating the need for bond ratings and other associated issuance costs. Such financing will be analyzed on a case-by-case basis, depending primarily on rates prevailing in the market from time to time.

RATING AGENCY COMMUNICATION & DISCLOSURE

The City will seek to maintain and improve its current bond ratings so its borrowing costs are reduced to a minimum and its access to credit is preserved. In conjunction with the financial advisor, the City will open a line of communication with at least one of the rating agencies (Standard and Poor's, Moody's or Fitch) when issuing new bonds or refunding existing bonds to obtain an affirmed or upgraded rating.

Full disclosure of the City's operations will be made to the bond rating agencies. The City staff, with the assistance of the financial advisors and bond counsel, will prepare the necessary materials for presentation to the rating agencies.

The City will adhere to the recommended disclosure guidelines as endorsed by the Public Securities Association, the Government Finance Officers Association, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, and the nationally recognized municipal securities information repository (NRMSIR) and any state information depository (SID) that is designated by the State of Texas and approved by the staff of the United States Securities and Exchange Commission (the SEC). SEC Rule 15c2-12 defines disclosure required by the SEC.

BOND REIMBURSEMENT RESOLUTIONS

The City may utilize bond reimbursements as a tool to manage its debt issues, due to arbitrage requirements and project timing. In so doing, the City uses its capital reserve "cash" to delay bond issues until such time when issuance is favorable and beneficial to the City.

The City Council may authorize a bond reimbursement resolution for General Capital projects that have a direct impact on the City's ad valorem tax rate when the bonds will be issued within the term of the existing City Council. In the event of unexpected circumstances that delay the timing of projects, or market conditions that prohibit financially sound debt issuance, the approved project can be postponed and considered by a future council until circumstantial issues can be resolved.

The City Council may also authorize revenue bond reimbursements for approved utility and other self-supporting capital projects within legislative limits.

The total outstanding bond reimbursements may not exceed the total amount of the City's reserve funds.

INVESTMENT OF BOND PROCEEDS

The City maintains in its Investment Policy document approved by the City Council, the strategy and policies for investing bond proceeds. The City's Investment Policy complies, and will at all times comply, with the provisions of the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended. Interest on bond proceeds is restricted such that it may only be used to fund projects that have the same purpose as the purpose for which the bonds were originally issued. Construction proceeds are typically invested in short-term securities so that they are liquid. Interest & Sinking funds may be invested longer as they have to be maintained for the life of the issue.

FEDERAL REQUIREMENTS

The City will maintain written procedures to follow post issuance compliance rules, arbitrage rebate and other Federal requirements.

- Post issuance tax compliance rules will include records retention, arbitrage rebate, use of proceeds, and
- Continuing disclosure requirements under SEC Rule 15c2-12, MSRB standards, or as may be required by bond covenants or related agreements.

ECONOMIC DEVELOPMENT

The City will actively promote economic development and business retention with prescribed business focus areas to maintain and expand the long-term business, financial and employment base for the community. These efforts will be accomplished through a contract with the Chamber of Commerce and partnership with City staff, Council and local business leadership.

- An economic development plan or strategy will be developed and periodically reviewed and updated as conditions change.
- Financial incentive guidelines will be established and periodically reviewed.
- Both economic impact and direct financial impact to the City will be evaluated and considered for each incentive proposal.
- Risks will be assessed as part of each proposed agreement and mitigated by emphasizing performance-based programs and financial surety provisions where possible for any up front investments by the City or its partners.

Approved incentive agreements will be monitored for compliance with reporting of that compliance made to the City Manager at least annually.

ACCOUNTING, AUDITING AND FINANCIAL REPORTING

- **Accounting**
The City is solely responsible for the recording and reporting of its financial affairs, both internally and externally. The Director of Finance is responsible for establishing the structure for the City's Chart of Accounts and for assuring that procedures are in place to properly record financial transactions and report the City's financial position.

- **Audit of Accounts**

In accordance with the City Charter, an independent audit of the City accounts will be performed every year. The auditor is retained by and is accountable to the City Council and will have no personal interest, directly or indirectly, in the financial affairs of the city or any of its officers. The auditing firm will serve for up to 5 years, at which time, the City will re-solicit proposals for these services if deemed necessary by the City Council. The actual need to rotate an auditing firm will be considered, but only at the discretion of the City Council in providing for the best financial oversight of the City.

- **External Reporting**

Upon completion and acceptance of the annual audit by the City's auditors, the City will prepare a written Comprehensive Annual Financial Report (CAFR) which will be presented to the City Council within 180 calendar days of the City's fiscal year end. The CAFR will be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and will be presented annually to the Government Finance Officer Association (GFOA) for evaluation and consideration for the Certificate of Achievement in Financial Reporting.

- **Receivables Policy**

All receivables of the City are accounted for, aged and collected at the earliest opportunity. Delinquent receivables are processed expediently and collection agencies are utilized when appropriate.

- **Payables Policy**

All payables for incurred expenses are accounted for, aged and paid at the latest permissible time to maximize the City's investment earning capability. All applicable discounts are taken.

INTERNAL CONTROLS

The Finance Department is responsible for designing appropriate controls for the departments and the departments are responsible for implementation. Inherent in these responsibilities is the recognition that the cost of the internal control should not exceed the benefits expected to be derived. The objective of internal controls is to provide management with reasonable, but not absolute, assurance that assets are safeguarded from fraud and are recorded properly.

- **Department Policies**

Where appropriate, this City will maintain appropriate policies to manage budgetary expenditures and control, procurements, personnel, and staffing management. These policies will be developed, updated, and approved by the City Manager as necessary.

- **Written Procedures**

Wherever possible, written procedures will be established and maintained by the Director of Finance for all functions involving cash handling and/or accounting throughout the City.

EMPLOYEES & COMPENSATION

Realizing the importance and contribution of employees in achieving the Strategic Goals of the City and to maintaining its high standards, the City's policy as an employer is to attract and retain quality employees who provide excellent, friendly service to the Taylor community in an effective and efficient manner.

To meet the goal of a quality workforce, the City will maintain competitive compensation and benefit programs.

- The annual budget process will include discussion of compensation as it relates to market value and surrounding municipalities.
- The City will maintain a competitive health insurance program, including considering new options and adjustments to provide quality benefits in a cost-effective manner.

RISK MANAGEMENT

The City will make a diligent effort to avoid or prevent loss of City assets and to reduce the City's exposure to liability. All reasonable options will be investigated to finance risk exposure. If risk is retained, reserves will be established based on actuarial determinations.

FEDERAL AND STATE GRANTS

The City will seek State and Federal grants where applicable and practical. The benefits of the grant should exceed the cost of administration of the grant when possible. Council should approve the application of all grants that will have future funding requirements.



City Council Meeting September 24, 2020 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 10
Agenda Title: **Consider introducing Ordinance 2020-17 extending the temporary parklets program**

Council Action to be taken: Introduce ordinance

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

This agenda item will allow the Council to extend the temporary parklets program which is set to expire on September 29, 2020.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

One June 11, 2020 City Council adopted an ordinance allowing parklets on a temporary basis as a means to provide additional outdoor areas for businesses to allow their patrons to achieve greater social distancing.

A parklet is a portion of the City right-of-way, typically on-street parking spaces, that is allowed to be licensed for use by a business or property owner to create an outdoor area for patrons of the business and the general public.

The ordinance is set to expire on September 29, 2020 unless Council extends it.

So far, the City has not issued any parklet permits, but staff has spoken to several businesses and property owners who are interested in the program and may apply if the program is extended and when the weather is cooler.

At their September 10, 2020 meeting, Council directed staff to prepare an ordinance extending the temporary parklet program. The ordinance extends the program until June 4, 2021.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Provides additional outdoor seating and dining areas for local businesses • Provides additional areas for customers who must wait to enter businesses due to COVID-19 occupancy restrictions • Improves pedestrian amenities in downtown • Can serve to calm traffic due to increased pedestrian activity	• Could create additional trash and maintenance issues • Will reduce parking spaces where parklets are implemented • Will require additional staff time to administer the program • May create traffic conflicts until drivers are familiar with the program

4. RECOMMENDATION

Staff recommends extending the parklet program.

5. FUNDING SOURCE

N/A

6. TIMELINE

Ordinance introduced – May 28, 2020

Ordinance approved – June 11, 2020

Parklet program expires – September 29, 2020

Council directed staff to prepare an ordinance extending the program – September 10, 2020

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

10a. [Proposed ordinance 2020-17](#)

ORDINANCE NO. 2020-17

AN ORDINANCE OF THE CITY COUNCIL OF THE OF THE CITY OF TAYLOR, TEXAS AMENDING ORDINANCE NO. 2020-08 BY EXTENDING THE TERM OR EXPIRATION DATE OF THE PREVIOUS AMENDMENT UNTIL JUNE 4, 2021; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ANY CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

Whereas, on June 11, 2020, the City Council of the City of Taylor, Texas amended Chapter 25 of the Taylor Code of Ordinances by adding a new article 6 that established procedures and criteria for the granting of temporary, revocable, licenses for parklets as a means to reactivate downtown during the ongoing Covid-19 pandemic; and

Whereas, the new provisions contained in Article 6 expire on September 29, 2020, unless Council takes action to extend the termination date; and

Whereas, the City Council now desires to take action to extend the term or expiration date of Article 6 of Chapter 25 of the Taylor Code of Ordinances until June 4, 2021.

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

SECTION 1. Chapter 25, Streets and Sidewalks, of the Taylor Code of Ordinances is hereby amended so that Article 6(b)(7) is to read as follows:

(b) General requirements for all temporary parklet licenses. A license applicable to permitted uses and improvements allowed under this article, shall include, as applicable:

(7) a provision specifying that the term or expiration date of the license shall not exceed June 4, 2021.

SAVINGS CLAUSE. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of this Ordinance to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City

Council of the City of Taylor, Texas, declares that it would have passed each and every part of this Ordinance notwithstanding the omission of any part declared to be invalid or unconstitutional.

All other ordinances, parts of ordinances or resolutions in conflict with this Ordinance are hereby repealed to the extent of any such conflict.

In accordance with Article VIII, Section I of the City Charter, this Ordinance was introduced before the City Council of the City of Taylor, Texas, on the 24th day of September, 2020.

PASSED, APPROVED, and ADOPTED on this _____ day of _____, 2020.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Diana Barker, 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. 2020-XX, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2020, 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 on this ____ day of _____, 2020.

Diana Barker
City Clerk



City Council Meeting September 24, 2020 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 11
Agenda Title: **Discuss and consider renewal of the Publicity and Tourism Agreement (HOT agreement) with the Taylor Chamber of Commerce.**

Council Action to be taken: Renew HOT Agreement

Department Submitted: City Management/Chamber of Commerce

Staff Contact: Tia Stone, Taylor Chamber of Commerce President

1. PURPOSE/DESCRIPTION

The City's contract/agreement with the Chamber of Commerce for the distribution of a portion of the City's Hotel/Motel Occupancy Tax expires September 30, 2020. Funding provided to the Chamber from HOT funds is used to provide grants for local organizations offering tourism based events. There is a cap of \$50,000 on the amount of HOT funds provided to the chamber.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

Amount allocated to the Chamber:

FY 2016-2017	\$50,000 (as per Contract)
FY 2017-2018	\$50,000 (as per Contract)
FY 2018-2019	\$50,000 (as per Contract)

3. STAFF ANALYSIS (How and Why)

This agreement is a partnership to focus on tourism and to assist the City with funding toward organizations offering tourism-based events. The Chamber provides administrative assistance by managing the grant program and closely monitors the impact on tourism from these events.

The Chamber provides additional advertising and promotion of the City of Taylor. The goal is to increase tourism and visibility of Taylor, to directly impact the tourism income benefit for the community.

4. RECOMMENDATION

Renew the amended Publicity and Tourism (HOT) agreement as presented.

5. FUNDING SOURCE

The current agreement stipulates that the City will pay the Chamber seventy-five percent (75%) of the Hotel/Motel taxes collected by the City. The amount, provided to the Chamber through this agreement, is capped at \$50,000.

6. TIMELINE

Agreement term is from October 1, 2020-September 30, 2021.

7. OTHER OPTIONS (In order of preference)
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N/A

8. ATTACHMENTS

11a. [HOT Agreement](#)

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

PUBLICITY AND TOURISM AGREEMENT

This Publicity and Tourism Agreement ("Agreement") is made by and between the City of Taylor, Texas, a Texas Home Rule Municipal Corporation, (referred to herein as the "City") and the Taylor Chamber of Commerce, a Texas non-profit corporation organized and existing under the laws of the State of Texas, (referred to herein as "Chamber of Commerce"). The City and the Chamber of Commerce are also referred to collectively in this Agreement as the "Parties" and singularly as "Party". The Parties have entered into other Publicity and Tourism Agreements prior to the date of this Agreement. However, the Parties intend that this Agreement will supersede and replace all previously adopted and finalized Publicity and Tourism Agreements in their entirety.

RECITALS

WHEREAS, V.A.T.S. Tax Code, Chapter 351, entitled Local Hotel Occupancy Tax, provides that a hotel/motel sleeping room tax of seven percent (7%) may be collected by cities, and that the proceeds from such tax may be used for promotion of tourism, in support of the arts, historical preservations and other purposes as set out in the statute as now written and as may be amended, and the City has been and is collecting the tax; and

WHEREAS, the City, acting under the authority granted to it under state statutes and its Home-Rule Charter, has theretofore enacted a local hotel/motel occupancy tax on occupants of hotels and motels within the City and its extraterritorial jurisdiction; and

WHEREAS, the City desires to use a portion of the revenue generated from the hotel/motel occupancy tax to promote tourism in the City and to publicize activities and special events occurring in and around the City; and

WHEREAS, the Chamber of Commerce has expressed a desire to establish ongoing programs to promote tourism in and around the City, and desires to work with the City to accomplish this goal; and

WHEREAS, the City, has determined that it desires to work with the Chamber of Commerce toward the mutual goal of promoting tourism in and around the City; and

WHEREAS, the City has determined the Chamber of Commerce is an organization that is able to receive information from the public concerning promotion of tourism in the Taylor area, and that the Chamber of Commerce is able to summarize the input received from the public in this regard and to present that information to the City Council for its consideration; and

WHEREAS, the City desires to periodically receive from the Chamber of Commerce information concerning requests of local businesses and organizations so that the City may evaluate the information when budgeting for expenditures related to publicity for the City, and for promoting tourism in and around the City; and

WHEREAS, in consideration of their mutual desire to promote tourism and to attract visitors to the City, the Parties desire to contract for the management and supervision by the Chamber of Commerce for programs and activities funded with revenue from the hotel/motel occupancy tax.

NOW, IN CONSIDERATION OF THE MUTUAL COVENANTS TO BE PERFORMED BY THE PARTIES AND OTHER VALUABLE CONSIDERATION HEREBY ACKNOWLEDGED THE PARTIES AGREE TO THE FOLLOWING:

I.

GENERAL TERMS

As more specifically detailed herein, the Parties generally agree to the following basic terms:

- 1) In conformity with the Texas Tax Code, Chapter 351 and the City ordinances pertaining thereto, the City shall collect the hotel/motel occupancy tax. The City shall provide by payment to the Chamber of Commerce seventy-five per cent (75%) of hotel/motel taxes collected by the City, but such amount shall not exceed and shall be limited to Fifty Thousand Dollars (\$50,000.00). All hotel/motel taxes derived from sporting events shall be excluded from payment to the Chamber and such hotel/motel taxes shall be retained by the City. The payments to the Chamber of Commerce shall be made monthly within fifteen (15) days of receipt of the

tax by the City. The City will develop a methodology for calculating the revenue amount from sporting events.

- 2) The Chamber of Commerce shall expend the tax revenue disbursed under this Agreement for the exclusive purpose of advertising and conducting solicitations and programs to attract tourists and visitors to the City and its vicinity, as provided by the Texas Tax Code Chapter §351.101(a)(3). All such revenues shall be expended in a manner directly enhancing and promoting tourism and the hotel industry in the City and the immediate vicinity.
- 3) During the term of this Agreement, the Chamber of Commerce may request additional hotel/motel tax revenue funds for special projects in excess of the funds allocated to it in this Agreement. The City shall retain sole discretion in granting or denying additional funds requested by the Chamber of Commerce.

II.

SERVICES TO BE PERFORMED BY THE CHAMBER OF COMMERCE

Section 2.1 LOCAL ORGANIZATIONS'/BUSINESSES' REQUESTS FOR FUNDING:

The Parties agree that the Chamber of Commerce shall meet with members of the Taylor community to receive information from them, related to their requests for assistance from the City for promotion of business and/or publicity related to various local events and activities. Subsequently, on a quarterly basis, the Chamber of Commerce will coordinate with the City Manager to attend a regularly scheduled City Council meeting to present a written update on the information the Chamber of Commerce has gathered from the Taylor community and with year-to-date budget, income and expenditure information. The Parties agree that if and when entities, businesses or individuals in the Taylor community request an audience for presentation of information to the City concerning promotion of tourism or special events or activities, the City may refer these entities, businesses, and individuals to the Chamber of Commerce and the Chamber of Commerce shall schedule presentation to the requesting entity. The Chamber agrees to hold active membership in the Taylor Marketing Partnership (TMP) and participate in marketing efforts to promote the Taylor community in conjunction with the TMP.

Section 2.2 PROMOTION OF TOURISM:

The Chamber of Commerce shall perform services related to advertising and promoting tourism for the visitor market, from which the City derives direct tourist income benefit.

The Chamber of Commerce agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and meetings/conventions to the City and the local area by: publishing and distributing brochures and community information packets through traditional means as well as incorporating electronic media and emerging technologies; advertising in various tourists publications and general media publications as appropriate; representing the City at travel shows and other such events; participating with state and regional agencies in tourist development programs of benefit to the local area and to the City; and, using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and the City.

The Chamber of Commerce further agrees that it will: seek to achieve economic benefits for the City through all such activities; provide tourist-related information about the City, upon request; and serve as an advisory body to the City, on request, in matters related to expanding the tourist-derived economy.

Section 2.3 STAFFING:

The Chamber of Commerce shall use its best efforts to secure sufficient numbers of employees and volunteers to accomplish the responsibilities set forth in this Agreement. The Chamber of Commerce shall further provide office space, equipment, supplies and other materials necessary to accomplish the purposes of this Agreement.

It is expressly understood and agreed by and between the Parties that the Chamber of Commerce is hired and engaged as an independent contractor and is not an officer, agent or employee of the City.

III.

BUDGET AND PERFORMANCE REVIEW

Section 3.1 BUDGET PROCESS:

During the fourth quarter of this Agreement term, the Chamber of Commerce shall provide to the City a proposed budget for the

upcoming year outlining the amount of hotel/motel occupancy tax revenue it expects to receive and how it will be expended. The proposed budget will then be considered and either rejected or approved by the City Council, in writing, in advance of the release of any local hotel/motel occupancy tax funds. It is understood and agreed by and between the Parties that, upon budget approval by the City, a fiduciary duty is created in the Chamber of Commerce with respect to expenditures of revenue provided.

The Chamber of Commerce shall maintain complete and accurate financial records of each expenditure of local hotel/motel occupancy tax revenue it has received and, upon request of the City Council or other person acting on behalf of the City Council, shall make the records available for inspection and review. The Chamber of Commerce shall maintain the revenue provided from the local hotel/motel occupancy tax in a separate account established for that purpose and shall not commingle that revenue with any other monies of the Chamber of Commerce.

It is understood and agreed by and between the Parties that hotel/motel occupancy tax funds may be spent by the Chamber of Commerce for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, directly related to the promotion of tourism. The portion of the total administrative costs for which hotel/motel occupancy tax revenues are expended may not exceed the actual administrative costs for the activities, nor may the administrative expense exceed thirty percent (30%) of the Fifty Thousand Dollar (\$50,000.00) per annum revenue cap of hotel/motel occupancy tax paid by the City to the Chamber of Commerce. Payments received beyond this cap shall not be eligible for any additional administrative cost offset. The limit of Chamber administrative cost expenditures utilizing hotel/motel occupancy tax revenues may not exceed fifteen thousand dollars (\$15,000.00) per annum. The administrative cost, once approved in the budget as provided herein, may be transferred into a separate Chamber of Commerce account.

Section 3.2 PERFORMANCE EVALUATION/STANDARDS:

1) Methodology:

- a) In order to segregate hotel funds generated from Taylor Regional Park ("TRP") sporting events, an evaluation of lodging activity will be performed.

Each six (6) month period shall be defined as October to March and April to September. Specific events shall include

the Triple Crown National Softball Tournament held annually in July, the annual Lone Star Soccer season September through February, and other Regional or National events as requested by the City no less than one (1) month in advance.

- b) Data collected will be used for annual trend analysis in future budget projections and Chamber of Commerce appropriations. Fiscal year 2017 (October 1st through September 30th shall be the baseline year.)
- c) Data will be evaluated annually to analyze and compare prior year versus current year performance.

2) Outputs & Activity:

- a) As a cost measure, the Chamber hereby agrees to have a financial audit performed effective fiscal year 2016 and every three (3) years thereafter while an informal audit shall be performed annually. These services are to be performed by a Certified Public Accountant in the State of Texas.
- b) The Chamber of Commerce will prepare a short survey, approved by the City, to be used by hotels and motels to question guests if the use of the hotel or motel was related to a TRP event. The purpose of the survey will be to determine the use of lodging specific to TRP events, hereby provided as Exhibit A.
- c) The Chamber of Commerce will use Taylor Marketing Partnership ("TMP") criteria to determine the effectiveness of the products distributed by the Chamber of Commerce.
- d) The Chamber of Commerce will use the TMP for its marketing and advertising to ensure cohesion with products and materials using the Taylor logo.
- e) The City shall be provided quarterly reports with itemized counts of products and materials distributed by the Chamber to determine proper distribution. Such products and materials shall include examples of pamphlets and brochures, circulation information and any data pertinent to purchased advertising.

3) Additional Requirements for City Consideration:

- a) The City may conduct an economic analysis for a comprehensive understanding of direct and indirect revenues introduced into the local economy from sporting activities (i.e. hotel tax, sales tax, tourism, retail, etc.)

- b) The information obtained may be shared with third parties in the development community, with the public and with community leaders.

Section 3.3 REPORTING:

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 quarterly reports shall include, but are not limited to, the following information:

- 1) a description of the activities undertaken by the Chamber of Commerce to benefit the City during the preceding quarter which shall include a Post Event Report Form for each activity receiving Hotel Motel Funds in the form attached hereto as Exhibit "B" and incorporated by reference herein;
- 2) an updated financial statement that indicates how the Chamber of Commerce has expended hotel/motel occupancy tax funds provided by the City on the development of tourism and promotion of local events and on activities, businesses, and organizations, pursuant to the Chamber of Commerce's annual tourism budget as previously approved by the City Council; and,
- 3) Other information the City Council may request after reviewing the reports presented to ensure City Councils' understanding of the activities undertaken by the Chamber of Commerce in performance of the terms of the Agreement.
- 4) The aforementioned terms and criteria in Section 3.2 Performance and Evaluation, Outputs and Activity, and Additional Requirements for City consideration shall be monitored by the City Manager or his designee.

All reports and records related to hotel/motel occupancy tax funds shall be maintained and available to the City for a period of five (5) years after receipt of approval from the City.

IV.

TERM AND TERMINATION

This Agreement shall begin the 1st day of October 20~~2019~~²⁰²¹, and shall terminate at midnight on the 30th day of September 20~~210~~²¹. In the event either Party fails to abide by any of the terms of this Agreement the non-defaulting party shall furnish a thirty (30) day prior written notice of the default and opportunity to cure to the defaulting Party. The defaulting Party shall have thirty (30) days from the date of the notice to cure the default and if the default

is cured within the thirty (30) day cure period this Agreement shall remain in full force and effect. Failure of the defaulting Party to cure the default within the thirty (30) day cure period shall result in termination of this Agreement ninety (90) days from the date of the default notice was given by the non-defaulting Party to the defaulting Party or September 30, whichever occurs first.

V.

NOTICES

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified and/or registered mail, postage prepaid and addressed to:

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Taylor Chamber of Commerce
Attn: President
1519 North Main Street
Taylor, Texas 76574

With a copy to:
Taylor Chamber of Commerce
Attn: Chairman-Board of Directors
1519 North Main Street
Taylor, Texas 76574

VI.

ASSIGNMENT

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Chamber of Commerce from

participating with regional or state tourism programs or contracting for joint promotion with other agencies.

VII.

VENUE AND JURISDICTION

This Agreement shall be subject to the laws and statutes of the State of Texas, and venue, jurisdiction and performance shall be in Williamson County, Texas.

VIII.

INDEMNITY

The Chamber of Commerce agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability for negligence and willful misconduct of the Chamber of Commerce, including without limitation, all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or from damage to any property, arising from or in connection with the operations of the Chamber of Commerce, its officers, agents, and employees carried out in furtherance of this Agreement. The Chamber of Commerce shall carry or cause to be carried public liability insurance in the amount(s) of: THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for each person; THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for each occurrence; and ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) property damage liability insurance for each occurrence. The insurance policies for the coverage shall name the City as an additional insured and the policies, or duplicate originals thereof, must be filed with the City before any operations contemplated by this Agreement are begun by the Chamber of Commerce.

IX.

INDEPENDENT CONTRACTOR

It is understood and agreed that the Chamber of Commerce shall not in any manner be considered a partner or joint venturer with the City, nor shall the Chamber of Commerce be considered or hold itself out as an agent or official representative of the City. The Chamber of Commerce shall be considered an independent

contractor for the purposes of the Agreement and shall in no manner incur any expenses or liability on behalf of the City.

Dated this the ____ day of _____, 202019.

CITY OF TAYLOR, TEXAS

BY: Brandt Rydell
ITS: Mayor

Attest:

Dianna Barker, City Clerk

TAYLOR CHAMBER OF COMMERCE

BY: ~~Sam Dowdy~~Diana Phillips
ITS: Board Chairman

BY: Tia Stone
ITS: President



City Council Meeting September 24, 2020 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 12

Agenda Title: **Receive concept design update and discuss next steps with the Taylor Regional Park (Phase II)/Doak Park Project**

Council Action to be taken: Receive presentation

Department Submitted: Parks and Recreation

Staff Contact: Larry Foos, Director

1. PURPOSE/DESCRIPTION

Receive a concept design update from SEC Planning and discuss next steps with the Taylor Regional Park (Phase II)/Doak Park Project. The project will include upgrades and improvements to TRP to include additional soccer fields, batting cages, shade structures, trails and a fishing pier. The project will also include renovation of the existing football field at TRP for soccer usage. In addition to the TRP improvements, the project will include a playground at the ball fields on Doak Street. The project does include all of the grant elements submitted to the Texas Parks and Wildlife Department (TPWD).

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

A past review of the amenities at TRP illustrated a need for additional athletic fields for the growing soccer program. The improvements represented multiple priorities listed in the 2016 Parks Master Plan. The batting cages were a top request from those participating in our tournaments and will add to our appeal for hosting future tournaments.

In September of 2017, City Council approved the application of a Texas Parks and Wildlife Outdoor Recreation Grant for TRP/Doak Street improvements. In 2018, the City of Taylor was awarded \$500,000 grant from Texas Parks and Wildlife for the project.

During the summer of 2019, the City reviewed project options for the Valero \$500k quality of life funds. City Council selected the Taylor Regional Park Phase II/Doak project to receive \$200k from the Valero quality of life funds.

In February of 2020, City Council approved an agreement with SEC Planning for design services for the Taylor Regional Park (TRP)/Doak Street project.

SEC and City staff had to review the original cost estimates, submitted with the grant, and provide for a way to move the project forward with a budget that fits in line with construction cost estimates. The design concept being presented is a good overall design that will provide improvements to TRP/Doak Parks, while at the same time managing to stay within the budget.

The total estimated construction cost for this project is \$715,000 and with grant administration \$740,000. When we review the design, if any alternative additions are identified, we can include them in the alternative bid for the project. We can then see how the bids come in for the project, to see if we can add any additional items. If we are unable to add these alternative items, we can always use these items for a future phase III upgrades to Taylor Regional Park or Doak Park.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Added amenities well increase the appeal of TRP for tournaments in an ever-increasing competitive sports tournament market. • Play features at Doak Park will provide play and recreational opportunities for the immediate area.	• Increased maintenance responsibilities for Parks. • Eventual replacement costs for equipment.

4. RECOMMENDATION

The parks board received the design concept in the September parks board meeting. Staff is seeking council input and direction to proceed with the project.

5. FUNDING SOURCE

Texas Parks and Wildlife grant -	\$500,000
Valero Funds -	\$200,000
Taylor Parks Foundation -	\$40,000

6. TIMELINE

Final design documents/construction documents/bid docs – Mid-January
Council approval of bid award – End of January
Bid Opening – February
Council Approval of bid award – February/March
Construction Contract Finalized – March
Mobilize Contractor – March/April
Construction estimate – 12 to 18 weeks

7. OTHER OPTIONS (In order of preference)
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N/A

8. ATTACHMENTS

12a. [PowerPoint presentation](#)



TAYLOR REGIONAL PARK AND SPORTS COMPLEX
COUNCIL MEETING, SEPTEMBER 24, 2020



AERIAL VIEW OF TAYLOR REGIONAL PARK & SPORTS COMPLEX





The City of Taylor applied for a grant through the Texas Parks and Wildlife Commission for the purpose of improvements to the Taylor Regional Park (64 acres) and Doak Street Park (5.6 acres).

In 2018, the grant proposal was approved through the Land and Water Conservation Fund Account.

The following presentation includes a design addressing the required elements to satisfy the grant requirements.



PARKS AND WILDLIFE GRANT



TAYLOR REGIONAL PARK AND SPORTS COMPLEX

The Taylor Regional Park, Phase 2, will include the following elements:

- *New irrigated soccer fields*
- *Field renovations*
- *Two locations for batting cages*
- *Hiking trail*
- *Educational signage*
- *Native landscaping and irrigation*
- *Fishing pier*
- *Picnic tables and site furniture*

REVENUE RESOURCES

- *Texas Parks and Wildlife Department Grant*
- *Valero Funds Park Foundation*



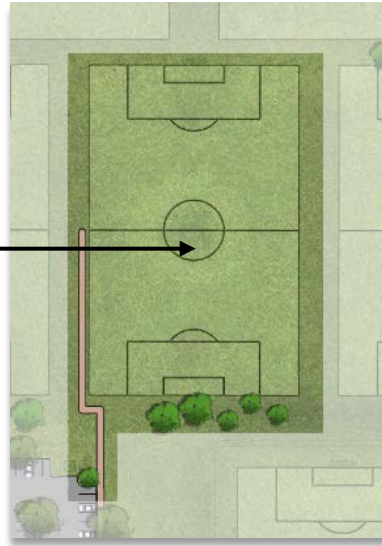
DOAK PARK

Doak Park is a new park to be located north of the existing baseball practice fields at Doak Street. This park will be a nice addition to the existing facilities in the area. The park will include the following elements:

- *A new commercial playground*
- *Swing sets*
- *Open play fields*
- *Accessible parking*
- *Accessible sidewalks to the park*



PROPOSED PARK IMPROVEMENTS



The soccer field proposed as part of this grant includes the following:

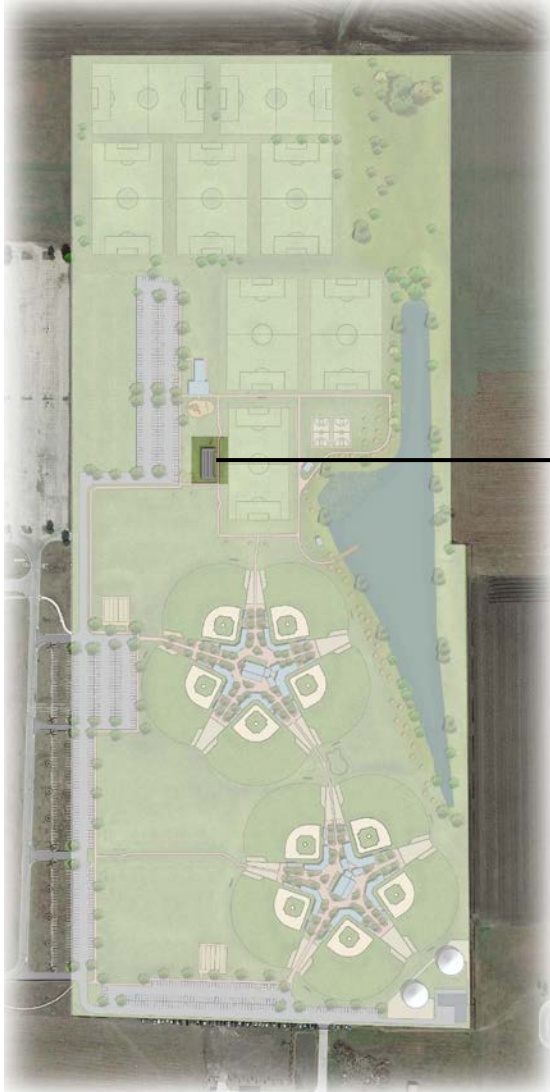
- *One full size soccer field, sodded and irrigated*
- *Portable NCAA regulation soccer goals in aluminum with end frames, including net and anchors*
- *Accessible 6 ft. concrete trail that will serve as connection to existing parking lot and park*



O'Brien & Sons Soccer Goal, Model: 2239-00A



SOCCER FIELDS



PROPOSED BLEACHER LOCATION



EXISTING BLEACHER LOCATION

Flex field renovations and bleacher relocation will include the following:

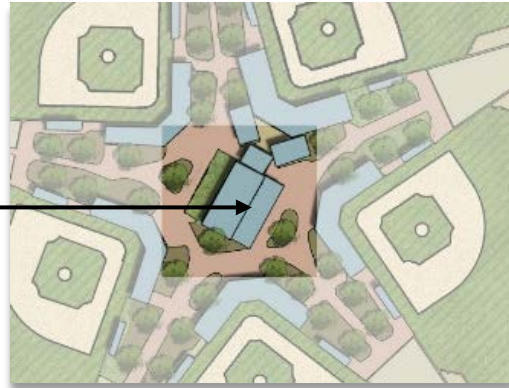
- *Removal of existing concrete and bleachers*
- *Relocation of bleachers to the north flex field area to provide for a functional flex field, to be used not only football but also soccer field*
- *New concrete slab for the new bleacher location*
- *Sod and irrigation as needed for improvements and construction disturbance*
- *Relocation of electrical and electrical sleeving*
- *Relocation of existing tree*



FLEX FIELD RENOVATIONS AND BLEACHER RELOCATION



PROPOSED NORTH CONCESSIONS



PROPOSED SOUTH CONCESSIONS

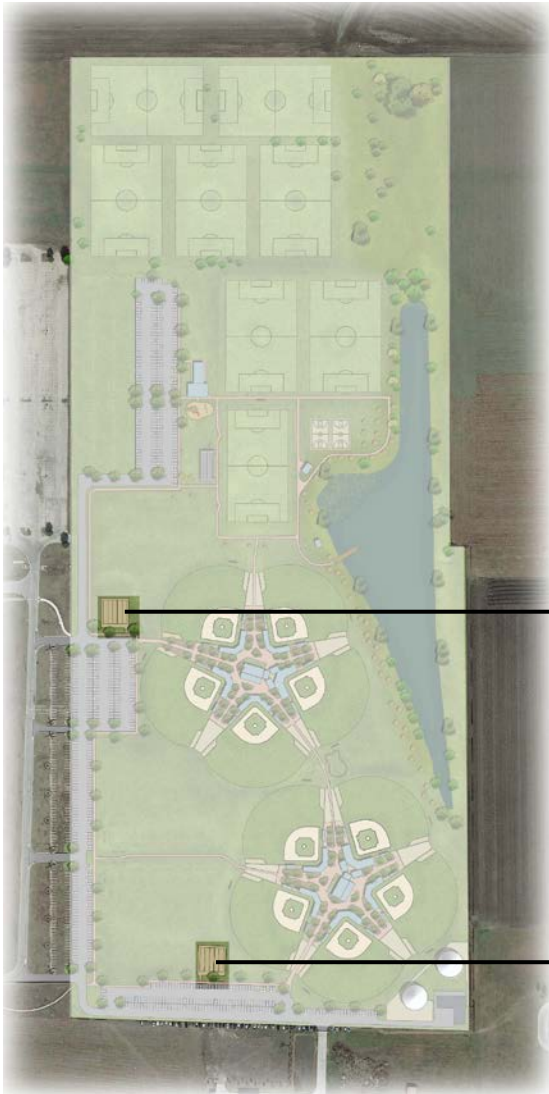


As part of the field renovations and for the comfort of users during tournaments, we are proposing extending the concessions roof by adding a metal shade structure. The improvements will include:

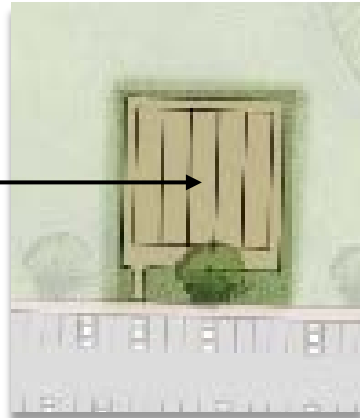
- *Removal of existing plantings at areas where new roof will be installed*
- *Installation of concrete plazas under proposed concession roof expansion*
- *Metal shade structure and post extension tied to the existing building. Colors to match existing concessions metal roof.*
- *One picnic table at north concessions*



CONCESSION EXTENSION



PROPOSED NORTH BATTING CAGE



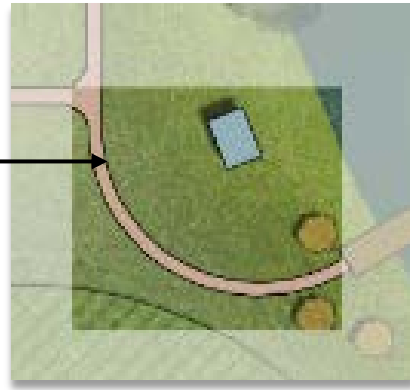
PROPOSED SOUTH BATTING CAGE

We are proposing two locations for batting cages, both to have 5 bays at each location for a total of 10 bays. The batting cages will include:

- *Mastodon Engineered Batting Cage System including backstop, hanging cords, ball cap, pitching platform, nylon batter's box, batting cage turf netting*
- *Each bay is individually netted*
- *Synthetic turf will be installed at each bay, divided with concrete curb for ease of maintenance and turf replacement*
- *Accessible concrete trails will be provided to connect to the existing parking lot*
- *Chain link fencing to be provided at the perimeter of each batting cage for added security*
- *Site furniture to include a bench and a trash receptacle*



BATTING CAGES

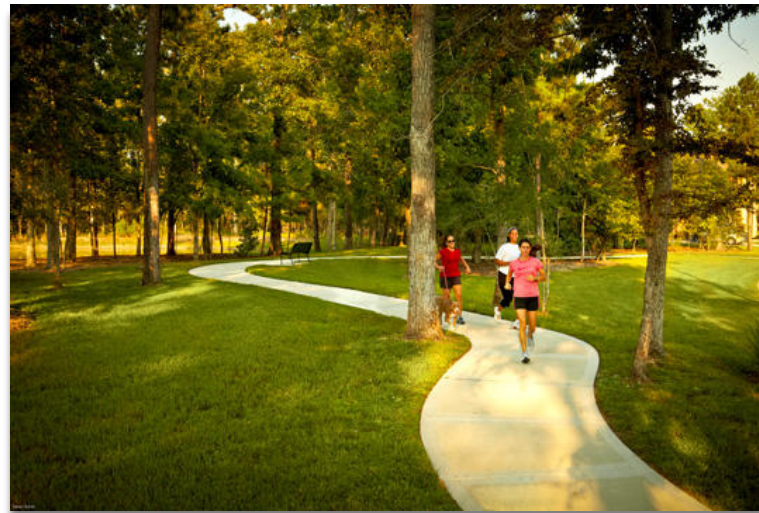


PROPOSED TRAIL

- Accessible concrete nature trail connection to the fishing pier
- Native planting design along the trail
- Educational signage depicting the surrounding flora and fauna vitality of the area



Black land prairie planting design



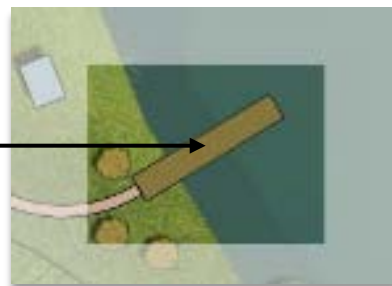
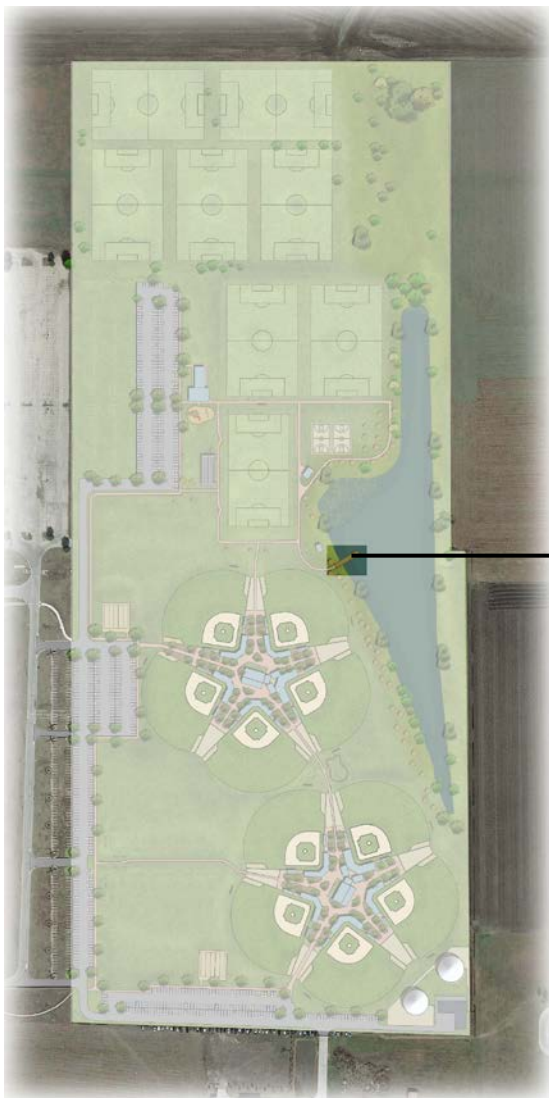
CONCRETE NATURE TRAIL TO FISHING PIER



EDUCATIONAL SIGNS TO MATCH EXISTING ON SITE



CONCRETE NATURAL TRAIL



PROPOSED FISHING PIER

- Accessible composite wood fishing pier
- Site furniture including a bench and trash receptacle



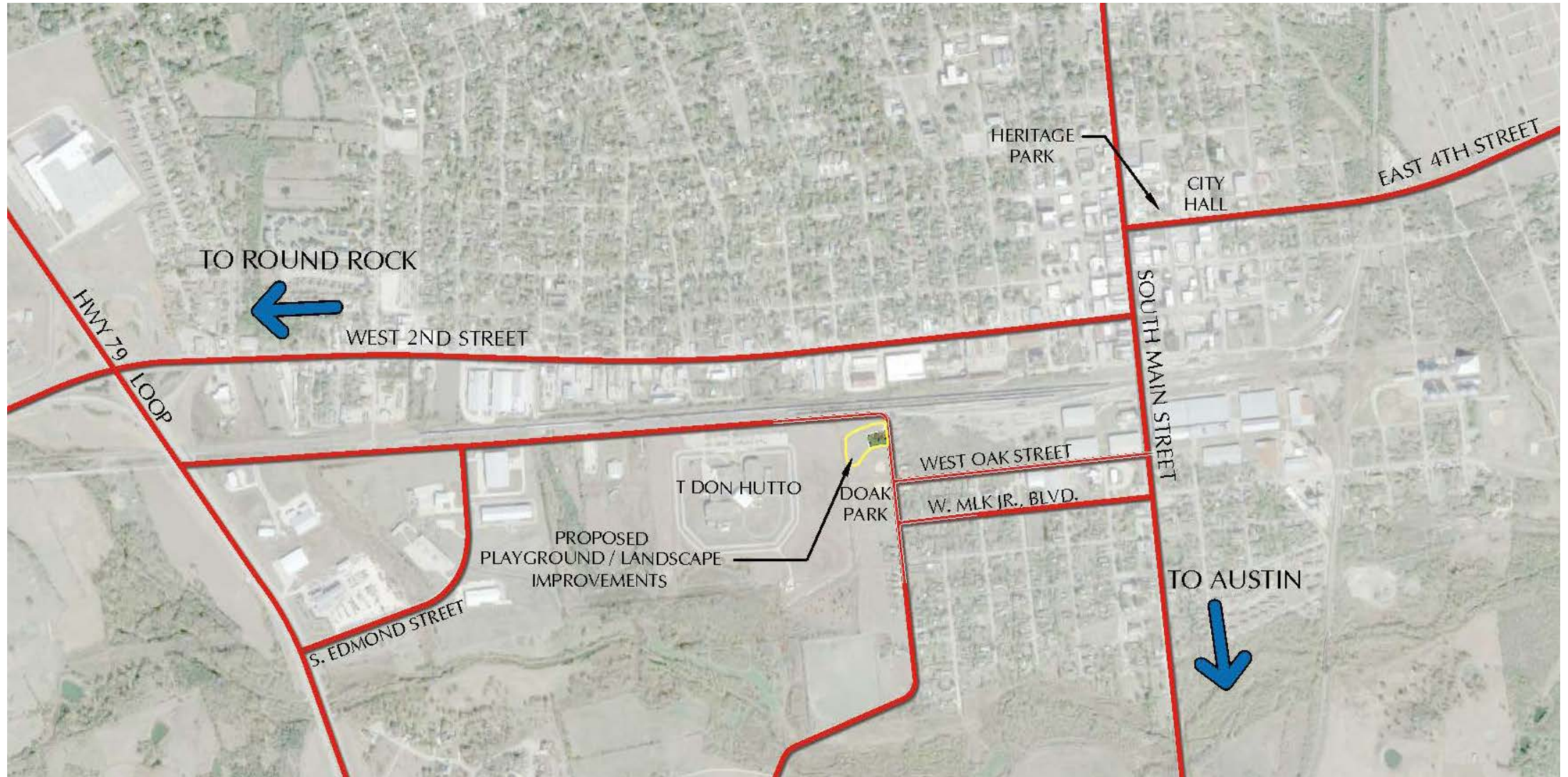
APPROXIMATE FISHING PIER LOCATION



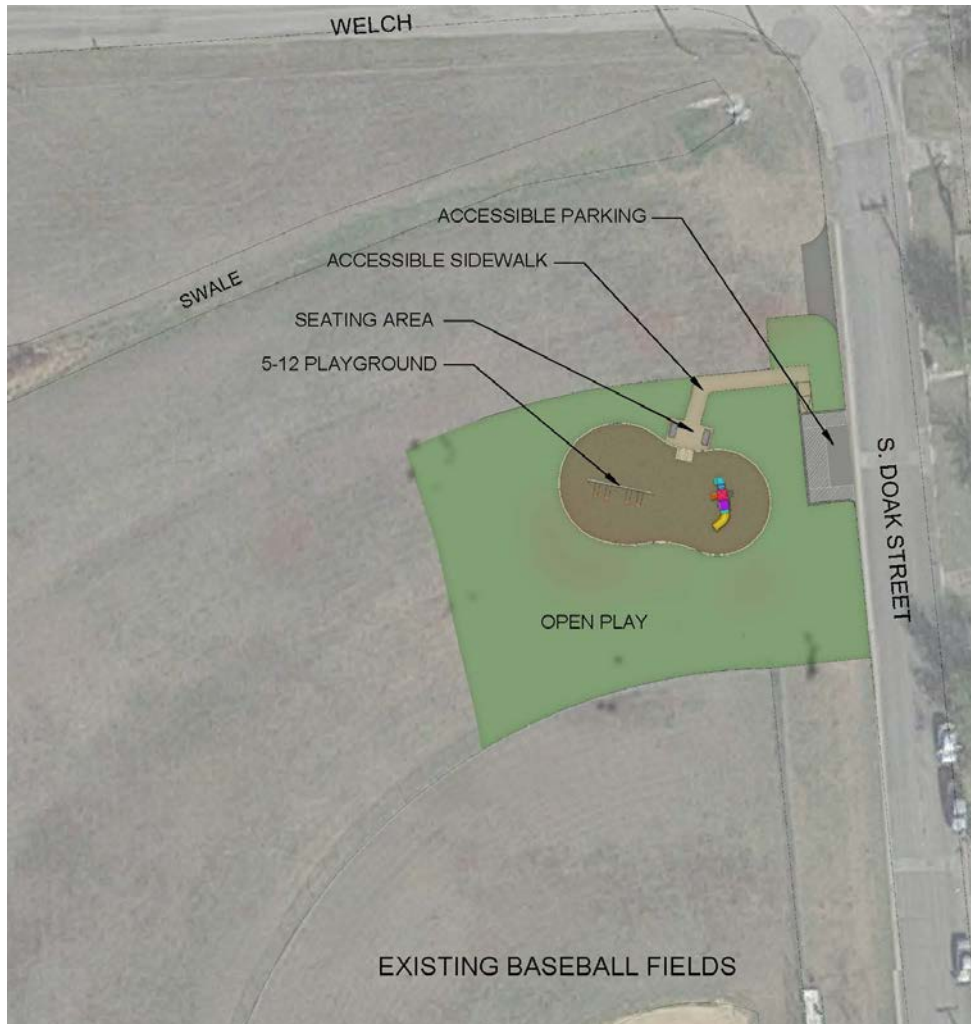
FISHING PIER



DOAK PARK



DOAK PARK LOCATION



The development of Doak Park is in response to the community's need for a public park at the north side of the existing practice ball fields.



The park will include:

- *Commercial playground equipment*
- *Swing set*
- *Seating areas for parents and companions*
- *Accessible sidewalk and parking*
- *Open play area*



DOAK PARK



Model # 940SM-V6



Model # 238-UltraCoat



Model # 5805SM



Model # PR-32

Site furniture will be provided at the park for visitor's use. Colors will coincide with City's standard colors as found on other public parks in the area.

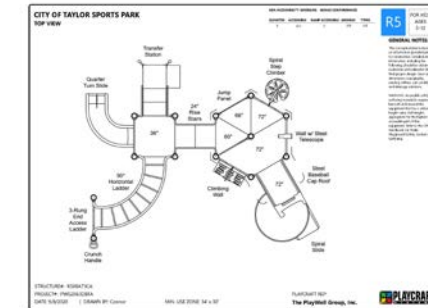


SITE FURNITURE

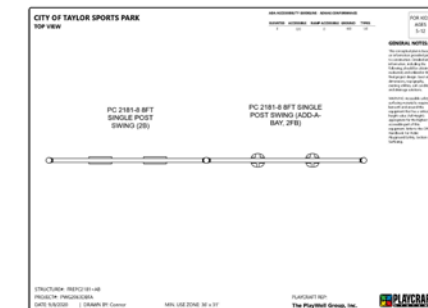


Doak Park playground will include:

- Commercial 5-12 playground equipment
- Swing set
- Play surfacing
- Concrete curb playground edge and accessible ramp



PLAN VIEW ■ PLAYGROUND



PLAN VIEW ■ SWING SET



System Type R-5
For Kids Ages 5-12
CITY OF TAYLOR SPORTS PARK
Project# PWG2063DBFA



The playground design meets the requirements for accessibility under the Accessibility Guidelines for Publicly Available Use.



WARNING: An impact absorbing surface is required under and around all swinging and top play.

IMPORTANT: The colors shown are for illustration purposes only. Actual colors may vary. Contact your PlayWell Play for accurate color examples.



A PLAYCORE Company



PLAYGROUND

Q & A





THANK YOU





City Council Meeting September 24, 2020 Transmittal Letter

STRATEGIC PILLAR

- ☒ Streets/Infrastructure
- ☒ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 13
Agenda Title: Receive presentation from Langford Community Management Services, Inc.

Council Action to be taken: Receive presentation

Department Submitted:

Staff Contact: Jeffery Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

Langford Community Manager Services, Inc. provides grant writing/administration services to the City of Taylor. This annual presentation is a brief overview of LCMS, and a summary of their accomplishments in the City of Taylor.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

LCMS, Inc. has been a critical component in funding infrastructure and other improvement activities in the city, for several years, through a host of grant funding programs. In the presentation, LCMS will provide an update on past accomplishments, which altogether has helped Taylor meet the funding requirements for various projects.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Grant Funding is critical to addressing need in Taylor	None

4. RECOMMENDATION

Receive update; address any questions to LCMS.

5. FUNDING SOURCE

N/A

6. TIMELINE

Annual Report

7. OTHER OPTIONS (In order of preference)
--

N/A

8. ATTACHMENTS

13a. [LCMS Briefing Power point](#)

Langford Community Management Services, Inc.

Addressing Need in the City of Taylor



September 24, 2020

LCMSinc.com.

Contents

- Brief History / Current Organization / Mission
- Sources of Grant Funding
- Focused Services (strategic planning, tactical assistance)
- Impact on City of Taylor

LCMS, Inc. History

Started as Bill Langford & Associates in 1983 when Bill realized he could better-serve his beloved communities by bridging a critical gap between community need and available grant funding/management mechanisms. Now, as Langford Community Management Services, Inc., the mission has expanded to managing comprehensive strategies to provide more assistance to more people across a wider spectrum of community needs.



Our Organization

- Judy Lanford, President
- Multiple Locations in Texas
- 17 Full-time Associates
- Contract SMEs as needed
- Nearly 40 years of Goodwill with Funding Agencies
- Incorporated as a Women-owned Business Enterprise (WBE)
- Certified Historically Underutilized Business (HUB)



What We Accomplish

- Community Development
 - Infrastructure (water, sewer, roads and drainage)
 - Economic Development
 - Parks, Trails, Facilities
- Disaster Recovery
- Hazard Mitigation
- Housing
- Special Projects

Grant Funding Sources

- Federal Agency administered Grants
- State administered Federal Grants
- State administered State Funds
- Entitlement Funding
- Public-Private Partnerships (P3)
- Disaster Programs
- Foundation Grants (Privately Funded)

Our Services

Strategic Planning:

- Program Eligibility
- Overall grants posture
- Matching program(s) to Projects to stretch funding dollars
- Combining Grant Programs
- Guidance for maximizing eligibility or posture

Our Services (continued)

Tactical Assistance:

- Procurement assistance
- Grant Applications
- Public Outreach
- Guide/prepare City Staff and Council
- Grant Administration
- Project Management
- Compliance
- Facilitate Meetings
- Reporting

\$ Impact on Taylor

City of Taylor	Funded						REC'D	SOUGHT	
Program	2014	2015	2016	2017	2018	2019	2020		
HOME	\$0	\$456,563	\$0	\$578,659	\$0	\$1,066,107	\$475,600		
HMGP			\$54,000						
TPWD	\$197,813	\$0	\$250,000	\$500,000	\$500,000	\$0	\$107,351		
WILCO CDBG	\$350,000	\$350,000	\$250,000	\$82,203	\$557,000	\$0	\$0		
TWDB								\$525,000	
EDA								\$5,700,000	
CDBG-MIT								\$3,500,000	
OTHER:									
Livingston						\$4,000			
Meadows							\$70,000		
TOTAL	\$547,813	\$806,563	\$554,000	\$ 1,160,862	\$1,057,000	\$1,070,107	\$652,951	\$9,725,000	\$ 15,574,296

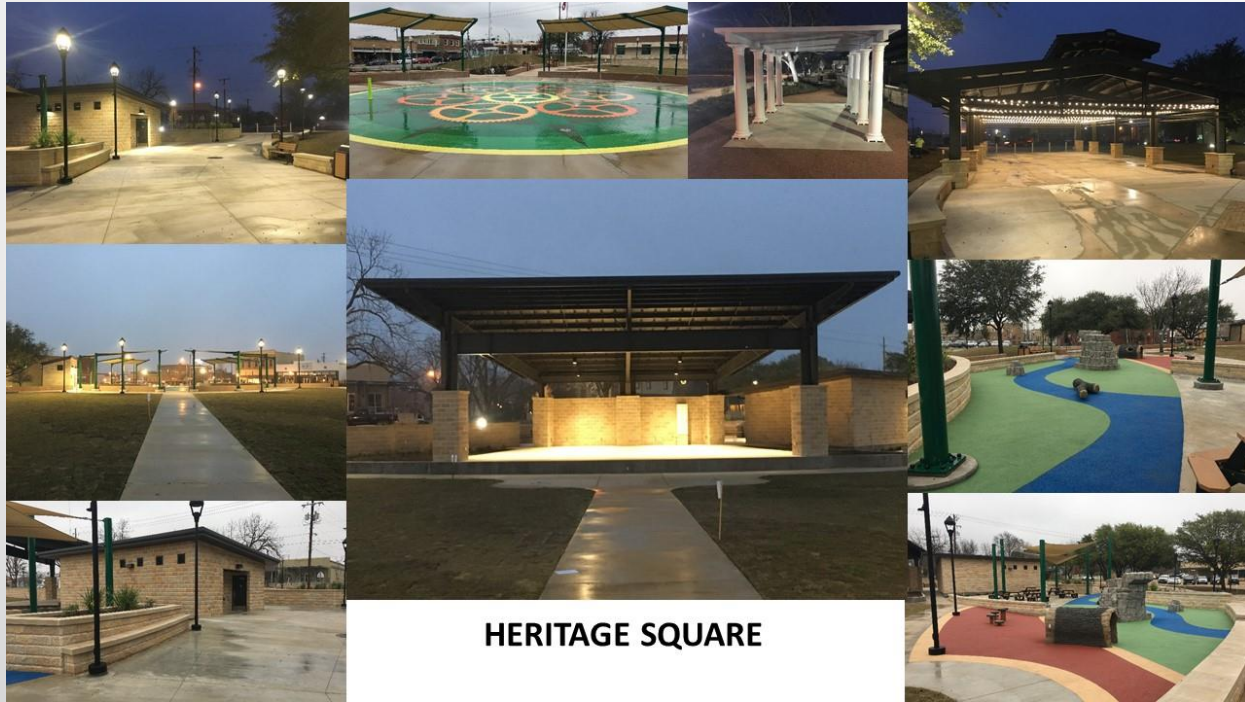
Grant Funds Awarded 2014 - 2020:

\$5,849,296

Grant Fund Applications Under Consideration:

\$ 9,725,000

PHOTO GALLERY



HERITAGE SQUARE

PHOTO GALLERY



PHOTO GALLERY



Questions?

Contact Information:

Judy Langford

Langford Community Management Services, Inc.

2901 CR 175

Leander, Texas 78605

PH 512/452-0432

Email Judy@LCMSinc.com





City Council Meeting September 24, 2020 Transmittal Letter

STRATEGIC PILLAR

- ☒ Streets/Infrastructure
- ☒ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 14
Agenda Title: Discussion and possible direction to staff regarding streetscape and parking modifications to a portion of E. 2nd Street between Main Street and Porter Street

Council Action to be taken: Direct staff

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

This agenda item will allow staff to present a proposal for implementation of streetscape and parking modifications on E. 2nd Street between Main Street and Porter Street as envisioned in the Downtown Master Plan.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

In 2015 the City adopted the Downtown Master Plan. One of the top five community priorities identified in the plan was the implementation of streetscape improvements. In addition, the plan identified “Signature Street Opportunities” that included specific recommendations for improvements to certain streets in downtown. 2nd Street is one of the “Signature Street Opportunities” identified in the plan.

The plan recommends the following improvements to 2nd Street:

Parking reconfiguration	Civic art
Signage	Street trees
Landscaping	Lighting
Furniture	

To fully implement these recommendations involves significant investment of funds. In 2019, HDR estimated the cost of implementing one block of master plan improvements on 2nd Street at approximately \$800,000.

Due to the cost and the time to design and implement the full streetscape recommendations in the plan, staff has been exploring other, less costly and more expedient options to begin to implement the vision of the Downtown Master Plan.

In May of this year staff presented the first phase of streetscape improvements on W. 2nd between Main and Talbot Streets. Council authorized staff to implement the recommended improvements which included restriping and adding planters. Staff completed that project in July. After implementation, the City received feedback from TXDOT that an approved traffic control device is required for the streetscape improvements in the TXDOT right-of-way along Main Street. Staff researched options and is proposing a flexible rubber curb along the edge of the corner extensions to provide the TXDOT-required traffic control device. These curbs would be installed on both the east and west sides of Main Street.

Staff is now proposing to implement a similar streetscape improvement on the east side of Main Street on both the north and south corners of E. 2nd Street. The proposal includes re-striping this area, painting the pedestrian zone green, adding the rubber curbing, adding larger planters and re-painting the parking spaces and center stripe in the 100 block of E. 2nd Street.

The two building owners immediately adjacent to the north and south corners of E. 2nd and Main Street have agreed to plant and maintain the plan material in the planters.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Begins to implement the Downtown Master Plan recommendations • Provides more pedestrian amenities • Calms traffic • Adds landscaping	• Could create traffic issues until drivers become familiar with the corner extensions • Will require maintenance of landscaping and planter boxes

4. RECOMMENDATION

Staff recommends authorizing the City Manager to implement the proposed improvements in the 100 block of E. 2nd Street.

5. FUNDING SOURCE

Staff proposes utilizing funds from the bonds set aside for downtown street improvements.

6. TIMELINE

If directed to move forward with the plan, staff will seek final costs for the striping and materials, procure those services and schedule installation. It is anticipated that these improvements could be complete within 60 days.

7. OTHER OPTIONS (In order of preference)
--

Council may choose not to proceed with these streetscape improvements.

8. ATTACHMENTS

14a. [Drawing of proposed improvements](#)

PLOT DRIVER: TXDOT_PDF_COLOR.plt
USER: KSTANTON
DATE: 9/17/2020
FILE: \

PENTABLE: TXDOT.TBL
TIME: 10:48:46 AM
SCALE: 1/60

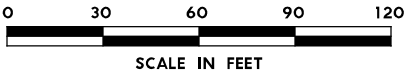


LEGEND

- PROPOSED FLEXIBLE PEDSTRIAN SPACE
- PROPOSED RUBBER BOLT DOWN CURB
- PROPOSED RECTANGULAR PLANTER BOX
- PROPOSED CIRCULAR PLANTER BOX
- EXISTING PARCEL LINE DATA

NOTES

1. ALL CURB RETURN RADII ACCOMODATE TURNING MOVEMENTS FOR THE FOLLOWING VEHICLES UNLESS OTHERWISE NOTED: P, MH, SU-40, AND WB-40.
2. THE TURNING MOVEMENT ONTO TALBOT ST ACCOMODATES AN SU-40 AND WB-40 MOVEMENT WITH OVERSTEERING INTO ADJACENT LANE ON TALBOT ST.

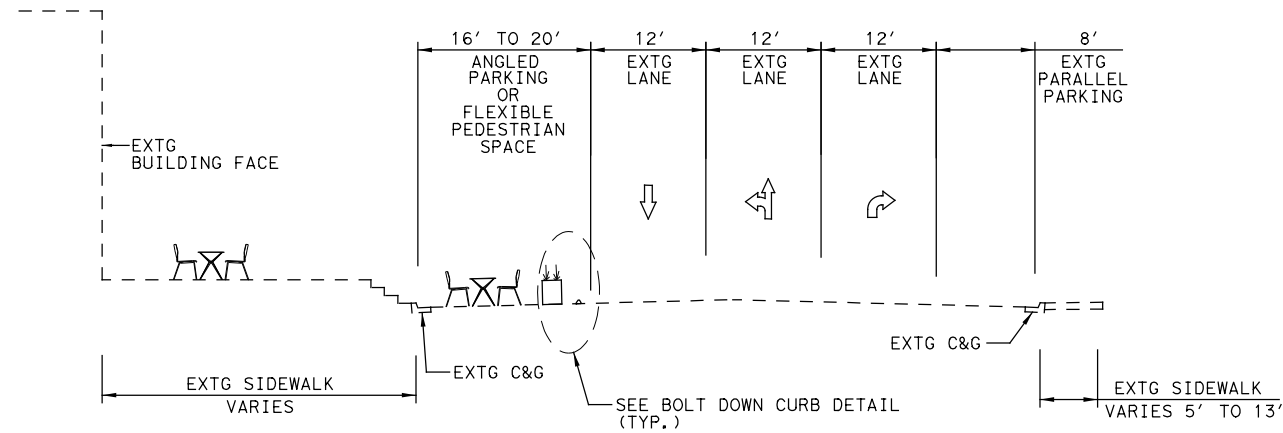


CITY OF TAYLOR
2ND STREET
RESTRIPING

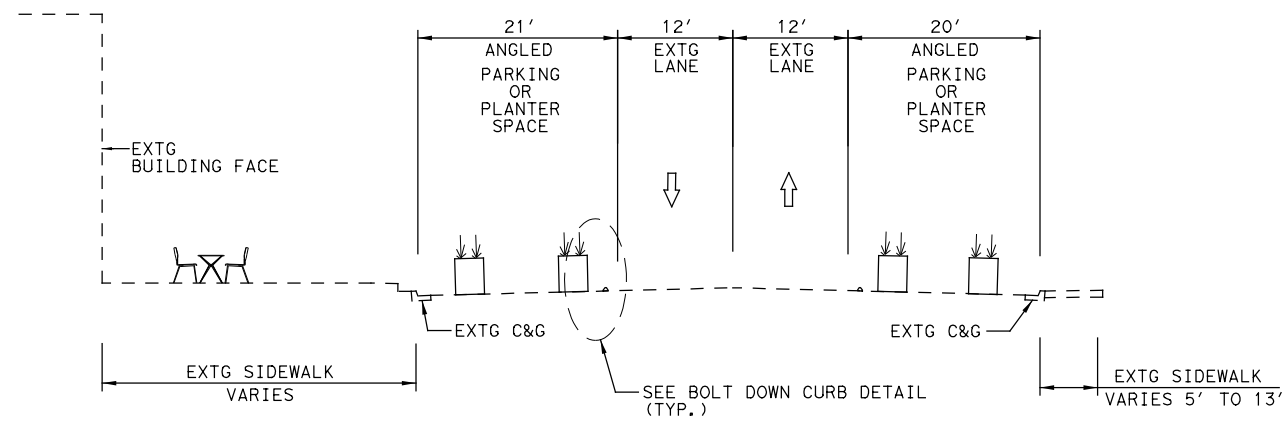
PRELIMINARY
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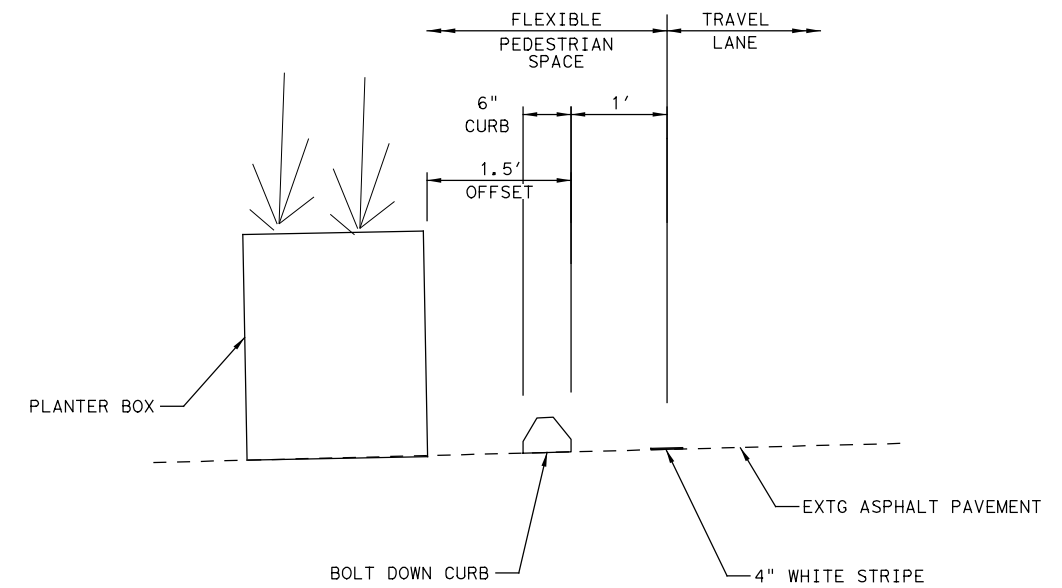
HDR HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754



**TYPICAL SECTION
LOOKING EAST
BETWEEN TALBOT AND MAIN ST**



**TYPICAL SECTION
LOOKING EAST
BETWEEN MAIN ST AND PORTER**



BOLT DOWN CURB DETAIL

SCALE IN FEET: NTS

CITY OF TAYLOR 2ND STREET TYPICAL SECTIONS



HDR HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

PRELIMINARY

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City Council Meeting September 24, 2020 Transmittal Letter

STRATEGIC PILLAR

- ☒ Streets/Infrastructure
- ☐ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 15

Agenda Title: **Consider/Approve Resolution R20-24
authorizing a Community Development Block Grant
Mitigation Project application to the Texas General Land
Office**

Council Action to be taken: Consider/Approve resolution authorizing the submission of a Community Development Block Grant Mitigation (CDBG-MIT) Project Application to the Texas General Land Office

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager
David Legere, Langford Community Management
Services, Inc.

1. PURPOSE/DESCRIPTION

On this item, Council needs to consider whether to submit to the Texas General Land Office, for grant funding through the Community Development Block Grant Mitigation program. The City is eligible for the grant funding through this program to mitigate flood risk.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

As an ongoing effort to mitigate flood risk within Taylor, city staff has been proactively looking for grant opportunities to assist with addressing these issues. City staff identified the CDBG-MIT Program as an opportunity we should look at applying towards.

The CDBG-MIT Program provides financial assistance for flood control, flood mitigation and drainage projects. The minimum application for this grant is \$3M and up to a maximum of \$100 million for flood mitigation/flood control infrastructure. The application we would submit would be for a project total of \$8 million and not to exceed that amount. For the City to obtain the maximum points, the City will need to provide a match of 1% in order to maximize our chances to be awarded the grant.

The City of Taylor is eligible for the 2015 program funds, due to past flooding in 2015, and has put forth a solicitation for procurement for grant administration/application services.

At the July 9, Council meeting Council approved Langford Community Management Services (LCMS) to be the grant administrator and at the August 13th meeting HDR was hired to provide Engineering services for the application.

HDR has reviewed and recommended general project focuses that will be included in the grant. A map is included which identifies the general projects. The current shown for the grant application would be for Bull Branch/Donna Channel Improvements and Mustang Creek Regional detention/drainage improvements.

Bull Branch Detention / Donna Channel Improvements

For the Bull Branch watershed, a regional detention facility is proposed in the upper part of the watershed with a roughly 10-15 acre dual use facility proposed at the TH Johnson Elementary school property. In association with this regional detention location at the school the downstream drainage channel ("Donna Channel") located behind the residential lots along Donna Drive would be improved for its roughly 2,000 linear feet extents from the new regional detention facility to its confluence with Bull Branch Creek. To expand the 'Donna Channel' additional drainage easement would also likely be required. The regional detention and channel improvements would lower peak flow rates downstream during flood events, reduce flooding in the vicinity of the Donna Channel, and help mitigate downstream adverse impacts from other future drainage improvements.

Mustang Creek Regional Detention / Drainage Improvements

The Mustang Creek Regional Detention Facility is proposed to be roughly 20-acres in size and located off-line from the main channel of Mustang Creek or one of its tributaries, such as the North Fork. The regional detention would be located in the upper part of the watershed (i.e. upstream of Taylor Municipal Airport). Regional detention in this area would lower downstream peak flows through town during flooding events, and will help mitigate downstream adverse impacts identified for future drainage improvements planned in the watershed. An engineering study will be conducted to determine the most beneficial location for the regional facility. Land acquisition will likely be necessary for this portion of the project.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Provides additional funding toward mitigating flood risk projects	• N/A

4. RECOMMENDATION

Staff recommends that the City Council approve the Resolution to submit an application to Texas General Land office.

5. FUNDING SOURCE

Funding is all grant. City has option to submit 1% match to increase our chances for funding. It is recommended to include the City will provide 1% match in the application. This match is estimated to be at the maximum level to be \$80,000. This would be funded through MDUS and combination of other funding sources.

6. TIMELINE

The application needs to be posted by September 27th for public notice. Then a 30-day notice period must be completed. The final application would be submitted on October 28th.

7. OTHER OPTIONS (In order of preference)

Take no action; do not move forward with finalizing grant application.

8. ATTACHMENTS

15a. [Resolution R20-24](#)

15b. [Map showing general project focus](#)

RESOLUTION R20-24

A RESOLUTION OF THE CITY COUNCIL OF TAYLOR, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROJECT APPLICATION TO THE TEXAS GENERAL LAND OFFICE; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT & REVITALIZATION PROGRAM.

WHEREAS, the City Council of Taylor desires to develop a thriving, viable community, strengthen infrastructure, provide a suitable living environment, and expand economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interest of City to apply for funding under the Community Development Block Grant Mitigation Program;

NOW THEREFORE, BE IT RESOLVED;

Section 1. That a Community Development Block Grant Program application is hereby authorized to be filed with the Texas General Land Office for funding consideration under the Community Development Block Grant - Mitigation Program; and

Section 2. That the application be for the CDBG-MIT Program through the Competition or Method of Distribution Application program to carry out Infrastructure Activities; and

Section 3. That the grant amount be up to the maximum allowed by the CDBG-MIT program and may include a minimum one percent (1%) matching funds; and

Section 4. That the City Council directs and designates the City Manager as the Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and participation in the Community Development & Revitalization Grant Program.

Passed and approved this 24th day of September, 2020.

Brandt Rydell, Mayor

Dianna Barker/City Clerk

City of Taylor CDBG Project Locations

