

AGENDA

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

SEPTEMBER 22, 2022, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION / MOMENT OF REFLECTION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

1. Fire Prevention Month proclamation
2. National Night Out proclamation
3. O.L. Price High School State Championship proclamation

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

4. Library Advisory Board update. (Sheon Corley)

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.)

5. Approve minutes from the September 8, 2022 regular City Council meeting. (Dianna McLean)
6. Consider Ordinance 2022-36, establishing fees for city services for FY 2022/2023. (Jeff Wood)
7. Consider Ordinance 2022-40 SiEnergy franchise agreement within City Rights-of-Way. (Brian LaBorde)
8. Consider Interlocal Joint Use Agreement with TISD for facility usage. (Dianna McLean)
9. Consider Heart of Texas Landscape & Irrigation Mowing Contract extension. (Jim Gray)
10. Consider approving surcharges on new Water Truck for Public Works. (Nicole Oman)
11. Consider amending the City Purchasing Policy. (Jeff Wood)

PUBLIC HEARINGS / ORDINANCES

12. Hold a public hearing and introduce Ordinance 2022-38 regarding PZ-2022-1541 a change of zoning, on approximately 75.29 acres generally located at 14501 and 14511 US 79, from Rural/Agricultural Zoning District (R/A), Manufactured Housing Zoning District (MH), and Business Park District 2 (BP-2) to approximately 43.79 acres of Light Industrial Zoning District (M-1), and approximately 31.50 acres of Rural/Agriculture (R/A). (Tom Yantis)
13. Introduce Ordinance 2022-41, modifying portions of the Food Sanitation Regulations. (Jeff Jenkins)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

14. Presentation by Taylor Independent School District Superintendent, Dr. Devin Padavil, regarding November Bond Update. (TISD Superintendent, Dr. Padavil)
15. Receive presentation from the Capital Area Rural Transportation System (CARTS) regarding services in Taylor. (David Marsh)
16. Receive presentation on the annual Chamber of Commerce Report and the annual Hotel Occupancy Tax Budget. (Tia Stone)
17. Consider renewal of the Publicity and Tourism Agreement Hotel Occupancy Tax agreement (HOT) with the Taylor Chamber of Commerce. (Jeff Jenkins/Tia Stone)
18. Receive Public Arts Advisory Board Update of Potters Alley Murals. (Richard Stone)
19. Consider Authorizing the Award of Construction Contract for the Taylor Animal Shelter Project to Fazzone Construction Co. (Jacob Walker)
20. Recommendation to Award Construction Contracts for Downtown Improvements. (Jacob Walker)
21. Consider City Council meeting dates in November and December. (Dianna McLean)

The City Council may take action on any executive session item listed on this agenda after they reconvene into regular session.

Executive Session I. The Taylor City Council will conduct a closed executive meeting under Section 551.072 of the Texas Government Code, to conduct deliberations regarding the purchase, exchange, lease, or value of real property.

- a. TISD property at Mallard Lane

Reconvene into open session and take any action.

22. Consider approval of an option agreement with Taylor ISD for purchase of real property and authorize the City Manager to execute the agreement. (Jeff Jenkins)
23. Consider approval of a Memorandum of Understanding agreement with Taylor ISD for purchase of real property and authorize the City Manager to execute the agreement. (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 19, 2022 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.

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

Posted By: Dianna McLean Date 9-19-2022
Dianna McLean, City Clerk



City Council Meeting September 22, 2022 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 "Fire won't wait. Plan your escape.TM".

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 2022

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, home fires caused 2,580 civilian deaths in the United States in 2020, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 356,500 home fires; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

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

WHEREAS, Taylor residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

WHEREAS, Taylor 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, the Taylor Fire Department is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2022 Fire Prevention Week™ theme, “Fire won’t wait. Plan your escape.™,” effectively serves to remind us it is important to have a home fire escape plan.

THEREFORE, BE IT RESOLVED that, I Mayor Brandt Rydell, do hereby proclaim October 9-15, 2022, as Fire Prevention Week, and I urge all the people of Taylor to plan and practice a home fire escape for Fire Prevention Week 2022, and to support the many public safety activities and efforts of the Taylor Fire Department.

PROCLAIMED this the 22nd day of September, 2022.

Brandt Rydell, Mayor



City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 2
Agenda Title: National Night Out Proclamation

Council Action to be taken: Mayor will read Proclamation.

Department Submitted: Police

Staff Contact: Henry Fluck, Chief of Police

1. PURPOSE/DESCRIPTION

The Police Department is requesting the Mayor to proclaim National Night Out on October 4, 2022, in an effort to promote the crime and drug prevention event in Taylor.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

National Night Out is sponsored by the National Association of Town Watch (NATW) and co-sponsored by the Taylor Police Department. The event involves over 11,000 communities nationwide and is also supported by the U. S. Department of Justice, Bureau of Justice Assistance.

This program is designed to heighten crime and drug prevention awareness, generate support for and participate in local anticrime efforts, strengthen neighborhood spirit and police community partnerships and to send a message to criminals letting them know that our neighborhoods are organized and fighting back.

Residents in Taylor are asked to lock their doors, turn on outside lights and spend the evening outside with neighbors and police. Neighborhoods in Taylor will be hosting block parties, visits from police, flashlight walks and youth activities. Taylor Police will be visiting different neighborhoods throughout the city and giving suggestions on how to make families and neighborhoods safer.

Mayor to present proclamation.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Successful and established community policing event for the Taylor Police Department, City of Taylor, and Taylor residents. • Effective community engagement event. • Strengthen Police-Community partnerships.	• It is a challenge to social distance for COVID when Officers are visiting Neighborhood Block Parties and interacting with residents.

4. RECOMMENDATION

Mayor to read Proclamation.

5. FUNDING SOURCE

N/A

6. TIMELINE

The event is scheduled for Tuesday, October 4, 2022, from 6 pm to 9 pm.

7. OTHER OPTIONS (In order of preference)

1. As was done in 2020 and 2021, cancel National Night Out due to COVID-19 concerns and re-schedule for next year.

8. ATTACHMENTS

- 2a. [Proclamation.](#)

Proclamation

National Night Out

WHEREAS, the National Association of Town Watch is sponsoring a national crime, drug and violence prevention program on Tuesday, October 4, 2022, entitled “National Night Out”; and

WHEREAS, the 37th Annual National Night Out provides an opportunity to join with other communities in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the City of Taylor plays a vital role in assisting the Taylor Police Department through joint crime, drug and violence prevention efforts in Taylor; and

WHEREAS, all citizens of Taylor must be aware of the importance of crime prevention programs and the impact their participation has on reducing crime, drugs and violence in Taylor; and

NOW, THEREFORE, as Mayor of the City of Taylor, I do hereby proclaim October 4, 2022, as “NATIONAL NIGHT OUT” in the City of Taylor and urge all citizens of Taylor to become aware of and support this worthwhile community event.

PROCLAIMED this the 22nd day of September 2022.

Brandt Rydell, Mayor
City of Taylor



City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 3
Agenda Title: O.L. Price High School 1962 Football
State Championship Proclamation

Council Action to be taken: Receive presentation

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

To recognize the 1962 O.L. Price High School PVIL Class A State football Championship.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

In 1962 O.L. Price, under the direction of Coach Edward Elder, made it to the PVIL championship finals and defeated Dayton Colbert 42-6, winning the PVIL Class A State Championship and finishing the season 14-0. This proclamation recognizes and celebrates the 60th year anniversary of the win.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

Your recommendation to council (please add pros & cons and any recommendations from boards & commissions)

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. [Proclamation](#)

Proclamation

60 Year Anniversary of the 1962 O.L. PRICE HIGH SCHOOL PVIL CLASS A STATE CHAMPIONSHIP

WHEREAS, the Prairie View Interscholastic League, or PVIL, was established as the governing body for athletic and academic competitions for the state's Black high schools in 2020 and served as the governing body for interscholastic competition between Black high schools in Texas from 1920 to 1970; and

WHEREAS, Blackshear O.L. Price, or “Taylor Price” High School was a Division 1-A Member of PVIL until the football program merged with the University Interscholastic League, or UIL in 1966; and

WHEREAS, the O.L. Price Panthers played competitively throughout its membership in PVIL; and

WHEREAS, in 1962 O.L. Price, under the direction of Coach Edward Elder, made it to the PVIL championship finals and defeated Dayton Colbert 42-6, winning the PVIL Class A State Championship and finishing the season 14-0; and

WHEREAS: O.L. Price High School was accredited by the Texas Department of Education in 1923 and served Taylor’s Black high school students until Taylor High School was integrated in 1969 and continued to serve Taylor’s Black high school students until it was fully integrated with Taylor High School in 1969; and

WHEREAS: O.L. Price was an important part of Taylor’s history, and it is important to remember the accomplishments of its students and faculty;

NOW, THEREFORE, BE IT RESOLVED that the City of Taylor joins the Welfare Workers in celebrating the 60th anniversary of the 1962 PVIL Class A State Champions, the O.L. Price Panthers, also celebrates the school’s many contributions to Taylor’s history and community.

Signed this 22nd day of September 2022.

Brandt Rydell, Mayor
City of Taylor



City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 4

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, Ms. Sheon Corley, 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

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

4a. [Presentation](#)



City of Taylor Public Library Advisory Board

Sheon Corely, Chairwoman

Library Advisory Board

The Library Advisory Board meets the second Tuesday of each month at 6:30 pm as needed 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:

- Support for changes in Library open hours.
 - Revision of the Circulation Policy regarding circulation periods.
 - The Board reviewed and approved changes to the Code of Conduct Policy to allow for an appeals process.
 - Participation in the proclamation for Library Card Sign Up Month.
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Library Advisory Board Goals

- Ensure that the Library meets Texas State Library & Archives Commission standards for public library accreditation.
 - Continue review of library policies.
 - Look ahead to updating the library's strategic plan in 2023.
 - Shape the future of programs, services & hours with citizen input.
 - Advocate for the Taylor Public Library.
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Library Advisory Board

Questions?

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City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 5

Agenda Title: Approve minutes from the September 8, 2022 regular Council meeting.

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

Department Submitted: City Clerk

Staff Contact: Dianna McLean

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

5a. [September 8, 2022 minutes](#)

City of Taylor
Regular City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
September 8, 2022 at 6:00 p.m.

Mayor Rydell declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Mayor Pro-Tem Gerald Anderson
Council Member Robert Garcia
Council Member Mitch Drummond
Council Member Dwayne Ariola
Mayor Brandt Rydell

Brian LaBorde, City Manager
Jeff Jenkins, Deputy City Manager
Mark Schroeder, Assistant City Attorney
Dianna McLean, City Clerk

INVOCATION / MOMENT OF REFLECTION

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

Stan Oliver, 1941 TH Johnson Dr. – concerned about the way the City figures/charges for utilities.

Requested the City post clearly on the website how it works so residents can plan.

Robert Rinehart, 2201 FM3329 – concerned about what restrictions will be applied to his property due to the Restricted Growth area in the Comprehensive Plan.

CONSENT AGENDA

1. **Approve minutes from the August 25, 2022 TIF Board meeting, regular City Council meeting, and special called Council meeting.**
2. **Concur with preliminary financials for July 2022.**
3. **Consider Ordinance 2022-39 regarding PZ-2021-1369 a change of zoning, on approximately 21.78 acres generally located at 3811 North Main Street, from Rural/Agricultural (R/A) and Local Business (B-1) zoning districts to Multi-Family Residential with a Residential Planned Development Overlay (MF-2/RPD).**
4. **Consider Ordinance 2022-35, Strength of Force, number of positions in Fire Department.**
5. **Consider request from Main Street Advisory Board to allow the sale and consumption of beer and/or wine at City-sponsored events and the Texas Mamma Jamma Ride in Heritage Square.**

Motion was made by Councilmember Garcia to approve the consent agenda items as presented.

Motion was seconded by Mayor Pro-Tem Anderson. Motion carried unanimously.

PUBLIC HEARING/ORDINANCES

6. **Hold Public Hearing regarding the FY 2022/2023 annual budget.**

Jeff Wood, Finance Director – state law requires the City to hold a public hearing on the proposed budget prior to adoption. Mr. Wood gave a presentation on the proposed FY2023 budget.

Mayor Rydell opened the public hearing at 6:24pm. With no one appearing, the public hearing was closed at 6:24pm.

No action was taken.

7. Consider Ordinance 2022-32, adopting the annual budget for FY 2022/2023.

- Jeff Wood, Finance Director – presented the proposed ordinance.

Motion was made by Councilmember Garcia to adopt Ordinance 2022-32 adopting the FY2022/2023 budget as presented. Motion was seconded by Councilmember Drummond.

Mayor Rydell asked the City Clerk to call for a record vote.

Councilmember Drummond voted Yes

Councilmember Ariola voted No

Mayor Rydell voted Yes

Mayor Pro-Tem Anderson voted Yes

Councilmember Garcia voted Yes

The motion carried 4 to 1.

- Jeff Wood, Finance Director – explained that the FY 2023 budget will raise approximately \$1,822,361 more in total property tax revenue than the FY 2021 budget.

Motion was made by Councilmember Garcia to ratify that the FY 2023 Budget raises \$1,822,361 more in revenue from property taxes than the FY 2022 Budget. Motion was seconded by Mayor Pro-Tem Anderson. Motion carried 4 to 1 with Councilmember Ariola opposing.

8. Hold Public Hearing regarding fixing and levying ad valorem tax rate for tax year 2022/2023.

Jeff Wood, Finance Director – gave a presentation on the FY2023 ad valorem tax rate.

Mayor Rydell stated that the City received seven comments via the County's tax website.

Mayor Rydell opened the public hearing at 6:34pm. With no one appearing, the public hearing was closed at 6:35pm.

No action was taken.

9. Consider Ordinance 2022-33, fixing and levying ad valorem tax rate for tax year 2022/2023.

Jeff Wood, Finance Director - The proposed FY 2023 Budget is based on a tax rate of \$0.648953 per \$100 valuation.

Motion was made by Councilmember Garcia stating, "I move that the property tax rate be increased by adopting Ordinance 2022-33 with a tax rate of \$0.648953 per \$100 of valuation, which is effectively a 10.976% increase in the tax rate." Motion was seconded by Councilmember Drummond.

Mayor Rydell asked the City Clerk to call for a record vote.

Councilmember Drummond voted Yes

Councilmember Ariola voted No

Mayor Rydell voted Yes

Mayor Pro-Tem Anderson voted Yes

Councilmember Garcia voted Yes

The motion carried 4 to 1.

10. Introduce Ordinance 2022-36, establishing fees for city services for FY 2022/2023.

Jeff Wood, Finance Director – gave a presentation on the proposed fee schedule. The proposed Ordinance 2022-36 is amending Ordinance 2021-23 to establish the fee schedule for FY 2023.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2022-36

AN ORDINANCE AMENDING ORDINANCE NO. 2021-23 ADOPTED ON SEPTEMBER 23, 2021 BY CHANGING CERTAIN RATES AND OTHER SERVICES PROVIDED BY THE CITY.

First reading. No action was taken.

11. Introduce Ordinance 2022-40 SiEnergy franchise agreement within City Rights-of-Way.

Brian LaBorde, City Manager - SiEnergy LP is a gas company, new to Taylor, to provide retail service and will be supplying service to Samsung.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2022-40

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, GRANTING TO SIENERGY, L.P. THE RIGHT, PRIVILEGE, AND FRANCHISE TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE, AND MAINTAIN ITS SYSTEM FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN AND OUT OF AND THROUGH SAID MUNICIPALITY; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAY; AND PROVIDING A SEVERABILITY CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

First reading. No action was taken.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

12. Receive Taylor Economic Development Corporation (TEDC) Board update and consider the budget for Taylor Economic Development Corporation for FY 2022/2023.

Mark Thomas, TEDC Director – presented the TEDC's proposed FY2023 budget and gave an update on the TEDC Board activities.

Motion was made by Councilmember Ariola to receive the TEDC's Board update and FY2023 proposed budget as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

13. Discuss possible modification to the Food Sanitation Regulation Ordinance.

Jeff Jenkins, Deputy City Manager – gave a presentation on a possible modification to the Food Sanitation Regulations contained within ordinance 2003-14. The current ordinance states an “Unsatisfactory” placard shall be posted on the front door of a business after they fail the second inspection (after a first inspection failure). WCCHD asked the City to change the ordinance to align with other county cities and state an “Unsatisfactory” placard shall be posted on front door after the first failed inspection.

Motion was made by Councilmember Garcia to proceed with modifying Ordinance 2003-14 as stated and bring back to Council for consideration. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

14. Consider adoption of Drainage Master Plan.

Steven Crawford, Halff Associates – gave a presentation on the Drainage Master Plan. Halff Associates has completed the Drainage Master Plan that includes prioritized conceptual drainage solutions for future implementation into the City of Taylor CIP plan.

Motion was made by Councilmember Ariola to adopt the Drainage Master Plan as presented. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

15. Receive Diversity, Equity, and Inclusion (DEI) and Core Values Update.

LaShon Gros, Human Resources Director – gave a presentation and provided Council with an update on the Diversity, Equity, and Inclusion (DEI) goals and the establishment of Core Values for the city’s employees.

Motion was made by Councilmember Garcia to receive the DEI update as presented. Motion was seconded by Mayor Pro-Tem Anderson. Motion carried unanimously.

16. Consider appointment to Tree Advisory Board, Public Arts Advisory board, and ZBA.

Dianna McLean, City Clerk – Three Boards are needing to have seats filled.

Tree Advisory Board

Current Member	Reason for Appointment	Willing to serve again?	Applicants
Tiffany Price	Term Expiring	Yes	N/A

Motion was made by Councilmember Garcia to reappoint Tiffany Price to the Tree Advisory Board. Motion was seconded by Mayor Pro-Tem Anderson. Motion carried unanimously.

Public Arts Advisory Board

Current Member	Reason for Appointment	Willing to serve again?	Applicants
Lois Duncan	Resigned		• Kathleen Forrest • Carlos Menchaca

			• Michael Prillaman (currently serving on ZBA as alternate)
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Motion was made by Councilmember Garcia to appoint Kathleen Forrest to the Public Arts Advisory Board. Motion failed for lack of a second.

Motion was made by Mayor Pro-Tem Anderson to appoint Carlos Menchaca to replace Lois Duncan. Motion was seconded by Councilmember Drummond. Motion carried unanimously.

Zoning Board of Adjustment

Current Member	Reason for Appointment	Willing to serve again?	Applicants
Suzanne Bice	Resigned		Michael Prillaman (currently an alternate)
Carey Gambrell - Alternate	Serving on Civil Service Board		
Vacant – Alternant seat			
Vacant – Alternant seat			

Carey Gambrell was appointed to the Civil Service Board back in May. All three Alternate seats are now vacant. There are no applications on file.

Motion was made by Councilmember Garcia to appoint Michael Prillaman to replace Suzanne Bice on the Zoning Board of Adjustment. Motion was seconded by Councilmember Ariola. Motion carried unanimously.

ADJOURN

With no further business Mayor Rydell declared the meeting adjourned at 8:09p.m.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk



City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 6
Agenda Title: Consider Ordinance 2022-36 Establishing Fees for City Services for Fiscal Year 2023

Council Action to be taken: Consider Adoption of Ordinance 2022-36

Department Submitted: Finance

Staff Contact: Jeffrey Wood, Chief Financial Officer

1. PURPOSE/DESCRIPTION

This agenda item is to consider the adoption of Ordinance 2022-36 to amend the fee schedule for Fiscal Year 2023.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Ordinance 2022-36 is amending Ordinance 2021-23 to establish the fee schedule for FY 2023.

The following departments made changes to their respective fees:

- Airport
- Animal Control
- Cemetery
- Parks and Recreation
- Planning & Development Services, Engineering and Construction
- Police
- Solid Waste Collection
- Utilities

The proposed fee schedule and summary of changes were presented to Council on September 8, 2022; and Ordinance 2022-36 was introduced. Based on discussions with Waste Connections, the City's solid waste collection provider, a new commercial recycling program is expected to roll out earlier than anticipated. **The fee schedule has been updated to include the new fees for both commercial recycling service and roll offs of recycle material. All other fees remain as presented on September 8th.**

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 2023, more substantial changes may be required in the future to compensate for any cost of service deficits. • Without an increase in fees, some departments may not have enough funding

4. RECOMMENDATION

Staff recommends that Council adopt Ordinance 2022-36 to establish fees for city services for FY 2023.

5. FUNDING SOURCE

N/A

6. TIMELINE

Ordinance 2022-36 was introduced on September 8th. Staff recommends adoption of the ordinance on September 22nd so that the effective date for the new fee schedule can be October 1, 2022.

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 2021-23 and leave the fee schedule as it currently is.

8. ATTACHMENTS

- 6a. [Ordinance 2022-36](#)
- 6b. [Exhibit A – FY 2023 Fee Schedule](#)

ORDINANCE NO. 2022-36

**AN ORDINANCE AMENDING ORDINANCE NO. 2021-23 ADOPTED
ON SEPTEMBER 23, 2021 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 – FY 2023 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. 2021-23.

SECTION 3.0 All other provisions of Ordinance No. 2021-23 shall remain in full force and effect.

SECTION 4.0 In accordance with Article VIII of the City Charter, Ordinance 2022-36 was introduced before the Taylor City Council on the 8th day of September, 2022.

SECTION 5.0 This Ordinance shall be in full force and effect beginning October 1st, 2022.

PASSED, APPROVED, and ADOPTED on the _____ day of September 2022.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted Hejl, City Attorney

**City of Taylor - FY 2023 Fee Schedule for City Services
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City of Taylor - FY 2023 Fee Schedule for City Services

FY 2023
Monthly Fee

AIRPORTHanger and Tie Down Rental

Hangar A	9 Units	\$	276
A-6 (Airport Equipment)	1 Unit	\$	-
Hangar B	6 Units	\$	184
Hangar C	12 Units	\$	385
C-A (Airport Storage)	1 Unit	\$	-
C-B (Building Maintenance)	1 Unit	\$	259
Hangar D	12 Units	\$	385
D-A (Fleet Maintenance)	1 Unit	\$	259
D-B (Building Maintenance)	1 Unit	\$	259
Hangar E	8 Units	\$	385
E-1 & E-7	2 Units	\$	465
E-6 & E-12	2 Units	\$	518
Hangar F	12 Units	\$	402
Hangar F-6A	1 Units	\$	259
Tie Downs	25	\$	65
New Tie Downs	17	\$	65
Over Night Tie Downs	4	\$	10 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

Fuel Sales

AV Gas LL100	as determined by City Manager
Jet A	as determined by City Manager

ANIMAL CONTROL

<u>Animal Adoption</u>	\$	80
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Annual Animal Registration

If registration is done by veterinarian , the veterinarian retains \$1.50 of the fee and remits remainder to the City. All veterinarian costs incurred are passed on to the owner.

Dog/Cat - Altered (Spayed or neutered) proof is required	\$	5 Per tag
Dog/Cat - Unaltered (Not spayed or neutered)	\$	25 Per tag

<u>Boarding Fees (on or off-site)</u>	\$	15 Per day
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Chicken Permit

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
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Exhibit A

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City of Taylor - FY 2023 Fee Schedule for City Services

FY 2023
Monthly Fee

Dangerous Dog/Vicious Animal Registration

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.

Owner Surrender

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

Pet Carrier

Pet carrier cardboard box \$ 3 Each box

Impound fee

Live Animal \$ 35 Per occurrence

Live Animal - After Hours \$ 50 Per occurrence

Return Charges:

Loose animals that are picked up \$ 35 Per occurrence

CEMETERYGrave Digging Fees

Normal Size Weekdays 9am - 4pm \$ 1,650

Normal Size Weekdays after 3:30 pm; Holidays/Weekends \$ 1,800

Infant or Ashes Weekdays 9am - 4pm \$ 840

Infant or Ashes Weekdays after 3:30 pm; Holidays/Weekends \$ 975

Oversize Weekdays 9am - 4pm \$ 1,950

Oversize Weekdays after 3:30 pm; Holidays/Weekends \$ 2,100

Disinterment Weekdays 9am - 4pm \$ 2,375

Disinterment Weekdays after 3:30 pm; Holidays/Weekends \$ 2,720

Sale of Cemetery Spaces

Adult \$ 1,450

Infant/Child or Ashes \$ 715

Deed Issuance (Filing Fee) \$ 32

Other Fees

Location & marking of gravestone \$ 32

Location & marking of family stone or bench \$ 70

Transfer of lots/spaces by grantee \$ 45

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City of Taylor - FY 2023 Fee Schedule for City Services

FY 2023
Monthly Fee

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	

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City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>	
	<u>Monthly Fee</u>	
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
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.

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City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>	
	<u>Monthly Fee</u>	
<u>Apparatus</u>		
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
<u>Personnel</u>		
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.

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City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u> <u>Monthly Fee</u>
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-	
<i>Itemized Response:</i> 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.	
<u>Hazmat</u>	
Level 1-	\$ 700
<i>Basic Response:</i> Claim will include engine response, first responder assignment, perimeter established, evacuations, set-up and command.	
Level 2-	\$ 2,500
<i>Intermediate Response:</i> 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
<i>Advanced Response:</i> 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 - <i>each additional hour @ \$300.00/Hazmat team.</i>	

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City of Taylor - FY 2023 Fee Schedule for City Services

FY 2023
Monthly Fee

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

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City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>	
	<u>Monthly Fee</u>	
<u>Water Incidents</u>		
Level 1-	\$	400 + \$50/hr, per rescue person
<i>Basic Response:</i> 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
<i>Intermediate Response:</i> 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
<i>Advanced Response:</i> 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-		
<i>Itemized Response:</i> 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.		
<u>Back Country or Special Rescue</u>		
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.		
<i>Itemized Response:</i> 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.		
<u>Chief Response:</u>	\$	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.		

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City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>
	<u>Monthly Fee</u>
<u>Miscellaneous:</u>	
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

MISCELLANEOUS FEES AND PERMITSTaxicab

Vehicle permit fee	\$ 150 per vehicle
Taxicab driver's permit	\$ 25 per year

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City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>	
	<u>Monthly Fee</u>	
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	\$ 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 RECREATIONPublic Facility Rental**Murphy Park:**

Upper Pavilion - Resident (per day)	\$ 150	+ \$100 deposit*
Lower Pavilion - Resident (per day)	\$ 130	+ \$75 deposit*
Upper Pavilion - Non-Resident (per day)	\$ 185	+ \$100 deposit*
Lower Pavilion - Non-Resident (per day)	\$ 165	+ \$75 deposit*
Upper Pavilion - Non-Profit (per day)	\$ 75	+ \$100 deposit*
Lower Pavilion - Non-Profit (per day)	\$ 65	+ \$75 deposit*

* refundable

Robinson Park: Pavilion (per day)	\$ 35
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Bull Branch Park: Pavilion (per day)	\$ 35
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Taylor Regional Park: Pavilion (per day)	\$ 35
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City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>	
	<u>Monthly Fee</u>	
Heritage Square: Amphitheater		
half day (less than 4 hours)	\$ 125	+ \$500 deposit*
full day (4 hours or more)	\$ 250	+ \$500 deposit*
half day (non-profit rate)	\$ 62.50	+ \$500 deposit*
full day (non-profit rate)	\$ 125	+ \$500 deposit*
* refundable		

Heritage Square: Pavilion		
half day (less than 4 hours)	\$ 75	+ \$300 deposit*
full day (4 hours or more)	\$ 150	+ \$300 deposit*
half day (non-profit rate)	\$ 37.50	+ \$300 deposit*
full day (non-profit rate)	\$ 75	+ \$300 deposit*
* refundable		

Non-profit renter must be able to produce proof of non-profit status.

Dickey-Givens Community Center		
1/2 Day (6 Hours) - Resident	\$ 100	+ \$200 deposit*
Whole Day (11 Hours) - Resident	\$ 200	+ \$200 deposit*
Additional Two Hours Fri/Sat Only - Resident	\$ -	
1/2 Day (6 Hours) - Non-Resident	\$ 150	+ \$300 deposit*
Whole Day (11 Hours) - Non-Resident	\$ 250	+ \$300 deposit*
Additional Two Hours Fri/Sat Only - Non-Resident	\$ 70	
1/2 Day (6 Hours) - Non-Profit	\$ 75	+ \$200 deposit*
Whole Day (11 Hours) - Non-Profit	\$ 125	+ \$200 deposit*
Additional Two Hours Fri/Sat Only - Non-Profit	\$ -	
* refundable		

Public Property

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

Recreation Fees

Swimming Pool Admission: (Doris Roznovak Aquatic Center)

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

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.

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City of Taylor - FY 2023 Fee Schedule for City Services

FY 2023
Monthly Fee

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 Ballfield

Deposit (weekend rental)	\$	100	
Maintenance to field outside regular operating hours	\$	34	per/hr @ request of 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
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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

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City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>	
	<u>Monthly Fee</u>	
Memorial Field (Stadium)		
Field Rental (Season packages are available)	\$	150 per day
Lights	\$	50 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, Gas, Foundation and Roof.

The 50% reduction in fees within the Neighborhood Empowerment Zone **does not** apply if it involves work without a permit.

All building permits include two plan reviews. The third and subsequent plan reviews require a separate plan review fee to be paid before each and every subsequent plan review will be conducted.

Building Permits

All permits calculated on a per square foot basis will be charged a

Weatherization Fee of: \$ 0.005 Per Sq. Ft.

RESIDENTIAL - (Fees collected at time of application)**New Residential and Residential Additions including attached car port**

(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)

Residential Accessory structure 200 sq.ft. and greater

Plan Review Fee (Collected at time of application) \$ 0.15 Per Sq. Ft. or \$75
whichever is greater

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.**

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City of Taylor - FY 2023 Fee Schedule for City Services

FY 2023
Monthly Fee

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)	\$	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**.

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	

COMMERCIAL - (Fees collected at time of application)**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**.

Exhibit A

Ordinance 2022-36

City of Taylor - FY 2023 Fee Schedule for City Services

		<u>FY 2023</u>	
		<u>Monthly Fee</u>	
New Commercial - Shell Building			
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 - 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)	\$	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.			
Commercial Accessory Structure - 120 sq ft and greater	\$	95	Review Fee
	\$	0.60	Per Sq. Ft. + Plan Review Fee & Inspection Fee
Cell Towers	\$	500	Plan Review Fee + Inspection Fee
Electrical Permits			
Stand Alone	\$	40	+ Inspection Fees
Solar Panels	\$	145	+ Inspection Fees

Exhibit A

Ordinance 2022-36

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>	
	<u>Monthly Fee</u>	
Mechanical Permits		
Residential Change Out	\$	50 + Inspection Fees
Commercial Change Out	\$	75 + Inspection Fees
Stand Alone	\$	40 + Inspection Fees
Plumbing Permits		
Stand Alone	\$	40 + Inspection Fees
Lawn Irrigation System	\$	70 + Inspection Fees
<u>Sign Permits - (Fees collected at time of application)</u>		
Banner (Non-profit, faith-based, governmental, and service clubs are exempt from paying the fee.)	\$	25
New Sign or Sign Re-Facing	\$	75 application fee
Freestanding Signs over 8 ft Tall	\$	180
Internally Illuminated Signs	\$	180
Sandwich board/A-frame signs in Downtown sign area	No Charge	review for size and placement standards only
Sign Re-Inspection Fee for Each Reinspection After the First Inspection	\$	55
<u>Miscellaneous Permits - (Fees collected at time of application)</u>		
Car Port (non conforming) Special Use Permit required		
Certificate of Occupancy - Commercial (Includes Customer Service Inspection -	\$	80 + Inspection Fees
Customer Service Inspection (CSI) - Residential	\$	80
Demolition	\$	25 + Inspection Fees
Driveway Approach	\$	40 + Inspection Fees
Fence (Over 6 feet tall)	\$	75 Application fee
Foundation Leveling and Repair	\$	40 + Inspection Fees
Mobile Food Vendors and Food Courts	\$	150 + Inspection Fees
Peddler & Solicitor	\$	60 for each application plus \$50 for each person. Permit valid for 6 months.
Pool (above ground)	\$	50 + Inspection Fees + \$75 Plan Review Fee
Pool (in ground)	\$	100 + Inspection Fees + \$75 Plan Review Fee
Porch, Patio or Deck	\$	40 + Inspection Fees + \$75 Plan Review Fee
Work in the City Right-of-Way (no engineering review)	\$	50 + Inspection Fees
Work in the City Right-of-Way (with engineering review)	\$	50 + 1% of project cost + engineering inspection fees

Exhibit A

Ordinance 2022-36

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>	
	<u>Monthly Fee</u>	
Roof Permit	\$ 40	Inspection Fee & Plan Review fee, if required
Streamlined Site Development Plan	\$ 100	
Tree Removal Permit	\$ 60	+ 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
Emergency Commercial Inspection	\$ 125	
Emergency Residential Inspection	\$ 95	
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
Expedited Plan Review		
Expedited Residential Plan Review (subject to capacity)	\$ 125	per hour
Expedited Commercial Plan Review (subject to capacity)	\$ 200	per hour
<u>Planning, Zoning, Subdivision, Site Development</u>		
All planning fees are collected at time of application submission except for inspection fees		
Annexation		
Voluntary Annexation (with notice)	\$ 500	application fee + notices
Voluntary Annexation (without notice)	\$ 500	application fee + notices
Disannexation or ETJ Release	\$ 500	application fee + attorney fees
Agreements/Petitions		
Development Agreement	\$ 2,000	application fee + attorney fees + Professional Services Recovery fee
Development Agreement Amendment	\$ 500	application fee + attorney fees + Professional Services Recovery fee

Exhibit A

Ordinance 2022-36

City of Taylor - FY 2023 Fee Schedule for City Services

		<u>FY 2023</u>	
		<u>Monthly Fee</u>	
Special District Petition (MUD, PID, etc)	\$	2,000	application fee + attorney fees + Professional Services Recovery fee
Comprehensive Plan			
Comprehensive Plan Amendment	\$	500	application fee + notices + Professional Services Recovery fee if required
Zoning			
Re-zoning	\$	350	application fee + notices
Specific Use Permit	\$	350	application fee + notices
Planned Development Initial Submittal	\$	1,000	application fee + urban design consultant Professional Services Recovery Fee if required
Planned Development Re-Submittal	\$	500	Application fee for each re-submittal + urban design consultant Professional Services Recovery Fee if required
Planned Development Amendment	\$	500	application fee + urban design consultant Professional Services Recovery Fee, + notices
Appeals	\$	250	application fee + notices
Variance	\$	250	application fee + notices
Special Exceptions	\$	250	application fee + notices
Zoning Verification Letter	\$	50	

Exhibit A

Ordinance 2022-36

City of Taylor - FY 2023 Fee Schedule for City Services

		<u>FY 2023</u>	
		<u>Monthly Fee</u>	
Site Development Plan			
Site Plan Initial Submittal	\$	500	application fee + \$0.05 per sq. ft. of impervious cover
Site Plan Re-Submittal	\$	500	application fee for each re-submittal
Site Development Inspection Fee	\$	0.05	per sq. ft. of impervious cover paid at plan approval
Flood Plain Development Permit			
Flood Plain Development Permit Initial Submittal	\$	500	application fee
Flood Plain Development Permit Re-Submittal	\$	500	application fee for each re-submittal
Subdivision			
<u>Final Plats (includes Amended Plats and Re-Plats)</u>			
Final Plat from Preliminary Plat Initial Submittal	\$	1,000	application fee + \$30 per lot
All other Final Plats Initial Submittal	\$	500	application fee
Final Plat Re-Submittal	\$	300	review fee for each re-submittal
<u>Preliminary Plats</u>			
Preliminary Plat Initial Submittal	\$	1,000	application fee + \$35 per lot + urban design consultant Professional Services Recovery Fee if required
Preliminary Plat Re-Submittal	\$	500	application fee for each re-submittal + urban design consultant Professional Services Recovery Fee if required

Exhibit A

Ordinance 2022-36

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>	
	<u>Monthly Fee</u>	
<u>Subdivision Improvement Plans (Construction Plans)</u>		
Improvement Plans Initial Submittal	\$	1,000 application fee + 1% of improvement cost
Improvement Plans Re-Submittal	\$	500 review fee for each re-submittal
Improvements Inspection Fee		3% of improvements cost paid at plan approval
Subdivision Variance	\$	250 application 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.

IMPACT FEES**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**

Exhibit A

Ordinance 2022-36

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>
	<u>Monthly Fee</u>
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</u> <u>5/8" Meter</u>	<u>Total Fee</u>
Simple	5/8" x 3/4"	1.0	\$ 3,000
Simple	3/4"	1.5	\$ 4,500
Simple	1"	2.5	\$ 7,500
Simple	1-1/2"	5.0	\$ 15,000
Simple	2"	8.0	\$ 24,000
Compound	2"	8.0	\$ 24,000
Turbine	2"	10.0	\$ 30,000
Compound	3"	16.0	\$ 48,000
Turbine	3"	24.0	\$ 72,000
Compound	4"	25.0	\$ 75,000
Turbine	4"	42.0	\$ 126,000
Compound	6"	50.0	\$ 150,000
Turbine	6"	92.0	\$ 276,000
Compound	8"	80.0	\$ 240,000
Turbine	8"	160.0	\$ 480,000
Compound	10"	115.0	\$ 345,000
Turbine	10"	250.0	\$ 750,000
Compound	12"	330.0	\$ 990,000

Tap FeesWater Taps

1"	\$ 1,513 per tap
1½"	\$ 1,909 per tap
2"	\$ 2,122 per tap

Sewer Taps

4"	\$ 1,473.82 per tap
6"	\$ 1,640.27 per tap

Exhibit A

Ordinance 2022-36

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>	
	<u>Monthly Fee</u>	
<u>Meter Fees</u>		
The Meter fees are pass through costs and these prices are subject to change.		
Standard residential water meter	\$	275
Non standard meters vary in price. Please contact the Permit Technician for the cost of a non standard meter.	Price on request	
<u>POLICE DEPARTMENT</u>		
<u>Accident Report</u>	\$	6 Per report
Certified Copy of Report	\$	8 Per Report
<u>Dispatching fee for other jurisdiction -</u>		
By contract as negotiated by City Manager and approved by City Council		
<u>Fingerprinting Service</u>	\$	10 Per set
<u>Police Report</u>	\$	0.10 Per Page, After 50 Pages
DVD's	\$	3.00
CD's	\$	1.00
<u>Body Worn Camera Recordings</u>		
Fees are pursuant to Government Code 1701.661		
(1) \$10.00 per recording responsive to the request for information; and		
(2) \$1.00 per full minute of body worn camera video or audio footage responsive to the request for information, if identical information has not already been obtained by a member of the public in response to a request for information		
<u>Security Requests</u>		
Police unit (vehicle)	\$	25 Per hour
Security fee for off-duty police officer (3 hours/officer minimum)	\$	60 Per hour
Supervisor required when 4 or more officers are requested	\$	80 Per hour
Emergency request received within 24 hours of scheduled start time	\$	70 Per hour
Traffic only	\$	60 Per hour

Exhibit A

Ordinance 2022-36

City of Taylor - FY 2023 Fee Schedule for City Services

FY 2023
Monthly Fee

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	\$	12.87	Base Fee/month
Each additional cart	\$	4.19	Base Fee/month

Curbside Recycling (pickup every other week):

Single 96 gallon cart	\$	3.47	Base Fee/month
Each additional cart	\$	3.47	Base Fee/month
Multi-Family Resident - Single User	\$	7.50	Base Fee/month
Multi-Family Resident - Multiple Users	\$	17.06	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 Trash Service

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	\$	20.22	Base Fee/month
Two X s Per week pick up	\$	28.95	Base Fee/month
Three X s Per week pick up	\$	35.28	Base Fee/month
Four X s Per week pick up	\$	44.12	Base Fee/month
Five X s Per week pick up	\$	54.69	Base Fee/month

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

One X Per week pick up	\$	55.99	Base Fee/month
Two X s Per week pick up	\$	92.71	Base Fee/month
Three X s Per week pick up	\$	114.74	Base Fee/month

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

One X Per week pick up	\$	73.28	Base Fee/month
Two X s Per week pick up	\$	127.48	Base Fee/month
Three X s Per week pick up	\$	181.53	Base Fee/month
Four X s Per week pick up	\$	213.59	Base Fee/month
Five X s Per week pick up	\$	264.79	Base Fee/month

Exhibit A

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City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u> <u>Monthly Fee</u>	
4 Cubic Yards (additional pick up is \$45):		
One X Per week pick up	\$	92.71 Base Fee/month
Two X s Per week pick up	\$	162.21 Base Fee/month
Three X s Per week pick up	\$	234.69 Base Fee/month
Four X s Per week pick up	\$	282.43 Base Fee/month
Five X s Per week pick up	\$	366.81 Base Fee/month
6 Cubic Yards (additional pick up is \$55):		
One X Per week pick up	\$	115.88 Base Fee/month
Two X s Per week pick up	\$	191.27 Base Fee/month
Three X s Per week pick up	\$	283.90 Base Fee/month
Four X s Per week pick up	\$	319.51 Base Fee/month
Five X s Per week pick up	\$	390.11 Base Fee/month
8 Cubic Yards (additional pick up is \$65):		
One X Per week pick up	\$	141.00 Base Fee/month
Two X s Per week pick up	\$	233.67 Base Fee/month
Three X s Per week pick up	\$	328.31 Base Fee/month
Four X s Per week pick up	\$	404.23 Base Fee/month
Five X s Per week pick up	\$	510.12 Base Fee/month
10 Cubic Yards (additional pick up is \$75):		
One X Per week pick up	\$	171.88 Base Fee/month
Two X s Per week pick up	\$	270.39 Base Fee/month
Three X s Per week pick up	\$	374.66 Base Fee/month
Four X s Per week pick up	\$	484.73 Base Fee/month
Five X s Per week pick up	\$	639.25 Base Fee/month
<u>Commercial Recycling Service</u>		
Fees calculated at Base Fee/month + Franchise Fee (10%) + Sales Tax (8.25%)		
<u>Container Size:</u>		
96 Gallon Cart (additional pick up is \$25):		
One X Per week pick up	\$	18.19 Base Fee/month
Two X s Per week pick up	\$	26.06 Base Fee/month
Three X s Per week pick up	\$	31.75 Base Fee/month
2 Cubic Yards (additional pick up is \$25):		
One X Per week pick up	\$	50.39 Base Fee/month
Two X s Per week pick up	\$	83.44 Base Fee/month
Three X s Per week pick up	\$	103.27 Base Fee/month
3 Cubic Yards (additional pick up is \$35):		
One X Per week pick up	\$	65.95 Base Fee/month
Two X s Per week pick up	\$	114.72 Base Fee/month
Three X s Per week pick up	\$	163.38 Base Fee/month

Exhibit A

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City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>	
	<u>Monthly Fee</u>	
4 Cubic Yards (additional pick up is \$45):		
One X Per week pick up	\$ 83.44	Base Fee/month
Two X s Per week pick up	\$ 145.99	Base Fee/month
Three X s Per week pick up	\$ 211.22	Base Fee/month
6 Cubic Yards (additional pick up is \$55):		
One X Per week pick up	\$ 104.28	Base Fee/month
Two X s Per week pick up	\$ 172.14	Base Fee/month
Three X s Per week pick up	\$ 255.52	Base Fee/month
8 Cubic Yards (additional pick up is \$65):		
One X Per week pick up	\$ 126.90	Base Fee/month
Two X s Per week pick up	\$ 210.30	Base Fee/month
Three X s Per week pick up	\$ 295.48	Base Fee/month
10 Cubic Yards (additional pick up is \$75):		
One X Per week pick up	\$ 154.69	Base Fee/month
Two X s Per week pick up	\$ 243.35	Base Fee/month
Three X s Per week pick up	\$ 337.19	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	\$ 134.98	Fee per delivery
30 yd Roll-Off	\$ 134.98	Fee per delivery
40 yd Roll-Off	\$ 134.98	Fee per delivery

Daily rental:

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

20 yd Roll-Off	\$ 2.08	Rate/day
30 yd Roll-Off	\$ 2.08	Rate/day
40 yd Roll-Off	\$ 2.08	Rate/day

Haul cost:

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

20 yd Roll-Off	\$ 415.32	Cost per haul
30 yd Roll-Off	\$ 498.38	Cost per haul
40 yd Roll-Off	\$ 581.44	Cost per haul

Exhibit A

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City of Taylor - FY 2023 Fee Schedule for City Services

FY 2023
Monthly Fee

Roll Offs of Clean, Separated Recycle Material - 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	\$	130.54	Fee per delivery
30 yd Roll-Off	\$	130.54	Fee per delivery
40 yd Roll-Off	\$	130.54	Fee per delivery

Daily rental:

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

20 yd Roll-Off	\$	2.02	Rate/day
30 yd Roll-Off	\$	2.02	Rate/day
40 yd Roll-Off	\$	2.02	Rate/day

Haul cost:

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

20 yd Roll-Off	\$	339.14	Cost per haul
30 yd Roll-Off	\$	339.14	Cost per haul
40 yd Roll-Off	\$	339.14	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	\$	77.60	Fee/delivery
Daily Rental	\$	4.65	Rate/day
Haul cost	\$	77.60	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

Exhibit A

Ordinance 2022-36

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u>	
	<u>Monthly Fee</u>	
<u>Waste Hauling</u>		
Liquid waste hauler discharge permit	\$ 100	each year (1) vehicle
	\$ 25	each additional vehicle
Discharge fee	\$ 0.10	per gallon (\$100 per 1,000 gallons)
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	\$ 210	

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.

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	\$ 121
3/4"	<10,000	\$ 145
1"	<10,000	\$ 157
1½"	<15,000	\$ 212
2"	<15,000	\$ 273
3"	<15,000	\$ 332
4"	<25,000	\$ 515
6"	<25,000	\$ 757
8"	<50,000	\$ 1,241
10"	<75,000	\$ 1,846
12"	<150,000	\$ 3,056

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

Exhibit A

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City of Taylor - FY 2023 Fee Schedule for City Services

FY 2023
Monthly Fee

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	\$121 +(((# units -1) x 0.7)x\$100)
3/4"	<10,000	\$145+(((# units -1) x 0.7)x\$100)
1"	<10,000	\$157 +(((# units -1) x 0.7)x\$100)
1½"	<15,000	\$212 +(((# units -1) x 0.7)x\$100)
2"	<15,000	\$273 +(((# units -1) x 0.7)x\$100)
3"	<15,000	\$332 +(((# units -1) x 0.7)x\$100)
4"	<25,000	\$515 +(((# 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.

Backflow Prevention

Initial Permit	\$ 31
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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

Base Rate

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>
5/8" x 3/4"	\$ 39.03
1"	\$ 65.19
1½"	\$ 97.54
2"	\$ 156.11
3"	\$ 312.25
4"	\$ 487.86
6"	\$ 976.88
Living Unit Equivalent (LUE)	\$ 16.53 for each LUE

Residential:

Block 1	per kgals. (0-2,000 gallons)	\$ 3.97
Block 2	per kgals. (2001-5,000 gallons)	\$ 4.37
Block 3	per kgals. (5,001-9,000 gallons)	\$ 4.74
Block 4	per kgals. (above-9,000 gallons)	\$ 5.54

Non-Residential:

Block 1	per kgals. (0-15,000 gallons)	\$ 5.36
Block 2	per kgals. (15,001-45,000 gallons)	\$ 5.90
Block 3	per kgals. (45,001-120,000 gallons)	\$ 6.49
Block 4	per kgals. (above-120,000 gallons)	\$ 6.96

Exhibit A

Ordinance 2022-36

City of Taylor - FY 2023 Fee Schedule for City Services

		<u>FY 2023</u>	
		<u>Monthly Fee</u>	
Irrigation:	All usage (minimum 1,000 gallons)	\$	8.38 per 1,000 gallons
<u>Bulk Water Rate</u>		\$	7.47 per 1,000 gallons

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

Total "charge" includes monthly minimum **plus \$7.57** per 1,000 gallons .

For residential customers, the City bases monthly wastewater charges on the average water consumption for November, December, January, and February. The three lowest consumptions are averaged. This average is used to calculate your wastewater charge for the entire year. An account must be active the entire four months to establish an average. All new accounts will be charged the citywide average until the account has established its own winter average.

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>
All meter sizes	\$ 34.27
(5/8" x 3/4", 1", 1½", 2", 3", 4", 6")	

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

Total monthly charge includes monthly minimum plus **\$7.57** per 1,000 gallons.

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>
All meter sizes	\$ 34.27
(5/8" x 3/4", 1", 1½", 2", 3", 4", 6")	

Additional Utility Service Fees:

Administrative/Processing Fee	\$ 31
After Hours Connection Fee	\$ 61
Connect Fees	\$ 31
Fire Hydrant Meter-Base Fee (no consumption included)	\$ 121
Fire Hydrant Meter-Deposit	\$ 726
Late Fee (Applied to balance of account if not paid by due date indicated on bill)	10%
Lock Fee	\$ 31
Meter Flow Test-In-House	\$ 48
Plugged/Pulled Meter Fee	\$ 91
Reconnect Fee	\$ 31
Reread Fees	\$ 24
Return Check & NSF Electronic Draft Fees	\$ 36
Return Trip Fee	\$ 24
Third Party Meter Flow Test-Commercial	\$ 212
Third Party Meter Flow Test-Residential	\$ 116
Transfer Fee	\$ 24
Unauthorized Usage Fee (customer turns water back on to avoid the after charge)	\$ 91

Exhibit A

Ordinance 2022-36

City of Taylor - FY 2023 Fee Schedule for City Services

	<u>FY 2023</u> <u>Monthly Fee</u>
<u>Municipal Drainage Utility System</u>	
Equivalent Residential Unit (ERU)	Monthly Rate
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

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



***City Council Meeting
September 22, 2022
Transmittal Letter***

STRATEGIC PILLAR

☒ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

Agenda Item #: 7
Agenda Title: Consider Ordinance 2022-40 SiEnergy franchise agreement within City Rights-of-Way.
Council Action to be taken: Consider ordinance
Department Submitted: City Management
Staff Contact: Brian LaBorde, City Manager

1. PURPOSE/DESCRIPTION

Purpose of a Rights of way (ROW) rental fee or franchise fee are the rental costs paid by utilities that use the city's rights-of-way or other city property to transmit their services. Rights of way, just like other land interests, are valuable to a city and cannot be given away to private companies free of charge as required under Article III, Section 52 of the Texas Constitution.

SiEnergy LP, is a gas company, new to Taylor, to provide retail service and will be supplying service to Samsung.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

This is the first franchise agreement for this company with the City of Taylor.

3. STAFF ANALYSIS (How and Why)

The fee is based off of gross receipts or gross revenue generated from the company, which more accurately reflects the value of the use of the right of way to the utility occupying it. The gross receipts methodology was codified by federal law for cable television providers, and by state law for gas, electric, and water utilities.

Section 182.025 (a) and (b) of the Texas Tax Code provide for cities that:

- (a) An incorporated city or town may make a reasonable lawful charge for the use of a city street, alley, or public way by a public utility in the course of its business.

With regard to the percentage to charge. Section 182.026(b)(2):

(b) This subchapter does not...

(2) impair or alter a provision of a contract, agreement, or franchise made between a city and a public utility company relating to a payment made to the city.

Therefore, a fee can be whatever the parties agree to in writing; however, cities look to best practices and comparison on what is a reasonable fee. Nonetheless, cities can choose to grant franchises as they see fit; however, gas companies do have a right to cross under city streets under the direction by the city as prescribed in Section 111 of the Texas Natural Resource Code and Sections 103 and 181 of the Texas Utilities Code.

Furthermore, the FA recognizes the newly adopted ROW management ordinance to follow permitting, design and constructing activity.

4. RECOMMENDATION

First reading of ordinance. Per common practice, Councils consider the FA first prior to execution by company.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

7a. [Ordinance 2022-40](#)

ORDINANCE NO. 2022-40

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, GRANTING TO SIENERGY, L.P. THE RIGHT, PRIVILEGE, AND FRANCHISE TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE, AND MAINTAIN ITS SYSTEM FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN AND OUT OF AND THROUGH SAID MUNICIPALITY; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAY; AND PROVIDING A SEVERABILITY CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Taylor, Texas (hereinafter referred to as "City"), finds that it is in the best interest of the City to adopt a franchise ordinance allowing SiEnergy, L.P., ("SiEnergy" or "Company") to construct, install, extend, remove, replace, abandon, operate, and maintain its System Facilities within the Public Rights-of-Way of the City for the transportation, delivery, sale, and distribution of gas in, out of, and through said municipality.

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

SECTION I. Grant of Franchise, Term, and Use

(A) City hereby grants to Company and its successors and assigns, subject to Section XV herein, the right, privilege and franchise, and City's consent, to use and occupy the present and future Public Rights-of-Way of the City for the purpose of constructing, installing, extending, operating, maintaining, removing, abandoning, and replacing therein and thereon the System needed and necessary to transport, deliver, sell and distribute gas in, out of, and through the City, and to sell gas to persons, firms, and corporations, including all the general public, within the City's corporate limits.

(B) The term of this Ordinance begins on the Effective Date (as defined herein) and ends on December 31 of the calendar year in which the tenth (10th) anniversary of the Effective Date occurs; provided that, unless written notice is given by either party hereto to the other not less than six (6) months before the expiration of this Ordinance, it shall be automatically renewed for up to two (2) additional terms of five (5) years each on the same terms and conditions as set forth herein.

(C) The terms and conditions set forth in this Ordinance represent the terms and conditions under which the Company shall construct, install, extend, operate, maintain, remove, abandon, and replace the System within the City.

(D) By entering into this Ordinance, the City does not in any manner surrender or waive its regulatory or other authority or rights pursuant to the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers pursuant to present or future ordinances of the City. Likewise, Company's acceptance of the terms of this Ordinance shall in no way affect or impair Company's rights, obligations or remedies under Applicable Law, nor shall such acceptance be deemed a waiver, release or relinquishment of Company's rights to contest, appeal or file suit with respect to any action or inaction of the City, including adoption of

ordinances by the City, that Company believes is contrary to this Ordinance or other Applicable Law.

SECTION II. Definitions

(A) “Affiliate” shall mean, with respect to a given entity, any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other Person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question.

(B) “Applicable Law” shall mean any and all applicable statutes, laws, regulations, rules, orders and requirements of any governmental agency or authority having appropriate jurisdiction, whether federal, state or local, and including without limitation any relevant ordinances, rules and requirements of the City.

(C) “City” shall mean the City of Taylor, Texas

(D) “Company” shall mean SiEnergy, L.P. and its successors and assigns, but does not include a SiEnergy affiliate, which shall have no rights hereunder except by succession or assignment in accordance with Section XV herein.

(E) “Contributions in Aid of Construction” or “CIAC” means monies received for construction of new facilities in the City and facility removal/relocation reimbursements and does not include donated property or reimbursements received for damages to the System.

(F) “Emergency” shall mean sudden and unforeseeable damage to or malfunction of a portion of the System that creates a threat to life, health, or property.

(G) “Gross Revenues” shall mean the operating revenue for the sale of gas after the Effective Date to the Company’s customers within the corporate boundaries of the City pursuant to the accounting principles established by the Federal Energy Regulatory Commission, including specifically Accounts 480, 481 and 482, as amended, except as modified herein, including:

- (1) all revenues derived or received, directly or indirectly, by the Company from the operation of the System within the corporate limits of the City;
- (2) all revenues derived or received by the Company from the transportation of gas through the System of Company within the City to customers located within the City (excluding gas transported to another gas utility in the City for resale to its customers within the City);
- (3) the purchase price or, if the purchase price is not disclosed to the Company by the Transport Customer, the value of gas transported by Company for Transport Customers through the System of Company within the City (“Third Party Sales”) (excluding the value of any gas transported to another gas utility in the City for resale to its customers within the City). Company shall request that each Transport Customer of the Company disclose to the Company the purchase price of said gas. Should the Transport Customer fail or refuse to disclose such purchase price to Company, the value of such gas shall be established by utilizing 110% of the Houston Ship Channel index of prices for large package of gas as published each month in “Inside

FERC's Gas Market Report" under "Delivered Spot-Gas Prices" (or a successor publication or another publication agreed upon by City and Company) as reasonably near the time as the transportation service is performed;

- (4) franchise fees paid pursuant to Section XI of this Ordinance, CIAC, revenues from non-utility and non-regulated services or products, revenues billed but not ultimately collected or received by Company, and the following "miscellaneous charges:"
 - (a) charges to connect, disconnect, or reconnect gas within the City,
 - (b) charges to handle returned checks from consumers within the City, and
 - (c) gross receipts fees.

"Gross Revenues" shall not include:

- (i) the revenue of any Person other than Company including, without limitation, any Affiliate of Company;
- (ii) sales taxes;
- (iii) interest or investment income earned by Company; and
- (iv) all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's right-of-way.

(H) "Ordinance" means this ordinance, as the same may be amended from time to time.

(I) "Person" shall mean any natural person, or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not, unless the context explicitly requires otherwise, include the City or any employee, agent, servant, representative, or official of the City.

(J) "Public Right(s)-of-Way" shall mean the area of land within the City that is acquired by, dedicated to, or claimed by the City in fee simple, by easement, or by prescriptive right and that is expressly or impliedly accepted or used in fact or by operation of law as a public roadway, highway, street, sidewalk, alley, or utility access easement. The term includes the area on, below, and above the surface of the Public Right-of-Way. The term applies regardless of whether the Public Right-of-Way is paved or unpaved.

(K) "System" or "System Facilities" shall mean all of the Company's pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections or other infrastructure and appurtenant equipment used for or incident to providing delivery, transportation, distribution, supply and sales of natural gas for, but not limited to, heating, lighting and power, located within the corporate limits of the City.

(L) "Transport Customer" shall mean any Person for which Company delivers gas through the System of Company within the City for delivery or consumption within the City.

SECTION III. Construction, Maintenance, Operation & Relocation of Company System Facilities

(A) Company's System shall be initially constructed so as not to unreasonably interfere with any existing water and wastewater lines, electric facilities, storm sewer lines, open drainage areas, cable, fiber optic cable, roadways, sidewalks, alleys, traffic control devices, public signs, or any other publicly owned or publicly franchised facility. Company shall promptly clean-up, repair, and restore all thoroughfares and other surfaces which it may disturb.

(B) Permits

- (1) Company's facilities shall not unreasonably interfere with City-owned public works facilities and with vehicular and pedestrian use of Public Rights-of-Way.
- (2) Company shall not be required to submit a permit application for the placement of facilities outside of the Public Right-of-Way, however, Company shall provide detailed drawings, in accordance with Company's customary practice, reflecting Company's installations on private property to the extent necessary for City to verify compliance with City ordinances related to zoning, development, building regulations, and setbacks, and for easement verification.
- (3) Pursuant to and in compliance with Applicable Law, including without limitation the City's relevant Right-of-Way Management Ordinance, Company shall submit a permit application to City for the placement of new facilities, for upgrade or augmentation of existing facilities, or for replacement of existing facilities in the Public Right-of-Way.
- (4) Except as otherwise provided in this Section III(B), following the submission of a permit application described herein, notice of City's approval or denial of Company's request for a permit shall be provided in accordance with the City's Right-of-Way Management Ordinance.

(C) Company shall install, extend, maintain, construct, operate, remove, abandon, and replace System Facilities in accordance with applicable City ordinances and in a manner which provides reasonable protection against injury or damage to persons or property. Company must endeavor to minimize unreasonable interference with traffic. In determining the location of new facilities of the City and other users of Public Rights-of-Way within City, City shall minimize interference with then-existing System Facilities of Company and agrees to work with Company and other users of Public Rights-of-Way to minimize, to the extent reasonably possible, interference with existing System Facilities of Company by other users of the Public Right-of-Way. In determining the location of the Company's new facilities in the City, the Company shall minimize interference with then-existing or documented planned underground structures of the City or with existing facilities of other users of the Public Right-of-Way. In the event of a conflict between the location of the proposed System Facilities of Company and the location of the existing facilities of City or other users of the Public Rights-of-Way which the parties involved have been unable to

resolve through their good faith efforts, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the Public Right-of-Way, subject however to the terms and conditions of this Ordinance and giving effect to generally accepted industry operational and safety practices.

(D) Company's property and operations within the Public Right-of-Way of the City shall be subject to such reasonable rules and regulations of the City as may be authorized by applicable law from time to time for the protection of the general public. The City shall endeavor to provide Company with reasonable notice and opportunity to review and comment upon any new or revised City laws, rules, or regulations that impact Company's use of the Public Right-of-Way, but the failure to do so shall not affect the applicability of such laws, rules, or regulations to Company.

(E) The City's annual and long-range capital improvements plans, as well as any updates or changes thereto, will be made available to Company upon request. City shall notify Company as soon as reasonably possible of any projects that will affect Company's System Facilities located in the Public Right-of-Way.

(F) Any and all excavations and obstructions in and upon the Public Right-of-Way caused by the Company's operations under this Ordinance shall be repaired and removed as quickly as is reasonably possible under the circumstances. All excavations shall be repaired in a good and workmanlike manner and restored to the approximate condition that existed prior to the excavation. Replacement of sod is to be of like kind, and smoothed, shaped, rolled, and compacted for proper landscape maintenance. The public shall be protected by barriers and lights placed, erected, marked, and maintained by the Company in accordance with the standards set forth in the current Texas Manual on Uniform Traffic Control Devices, as well as any other applicable local, state, and federal requirements. Company warrants that any such restoration work performed in the Public Right-of-Way shall be in satisfactory condition for a period not to exceed two (2) years, to the extent that such restoration work has not been disturbed by other users of the Public Right-of-Way or by acts of God. In the event that the Company fails to repair or restore an excavation site within fourteen (14) days after receipt of written notice from the City of a deficiency, the City may, at its option, perform the needed repair or restoration and the Company shall promptly reimburse the City for the reasonable cost of such repair or restoration. Except for repairs, day-to-day maintenance, or in cases of emergency conditions, Company shall be required to obtain a permit pursuant to the City's Right of Way Management Ordinance prior to commencement of work. When possible, Company must provide twenty-four (24) hours' written notice to City before beginning repairs and day-to-day maintenance. If the immediacy of such repairs or day-to-day maintenance inhibits Company's ability to provide twenty-four (24) hours' written notice, Company must provide written notice to the City as soon as is reasonably practicable under the circumstances. Company must notify the City of work initiated in response to an Emergency within two (2) business days of commencing the construction related to the Emergency. All fees associated with obtaining permits shall be dictated by the City's Right of Way Management Ordinance.

(G) The City reserves the right to lay, and permit to be laid, any City-owned facilities, such as storm water, sewer, gas, water, wastewater and other pipelines, cable, and conduits, or other improvements, and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any City-owned curb, sidewalk, highway, alley, public way, street, and City-owned utility lines, storm sewers, drainage basins, drainage ditches, and other City facilities.

(H) If City, in constructing, reconstructing, improving, widening, or straightening its Public Rights-of-Way, sewers, drainage, water lines, or other utilities, including modifications to sidewalks or other Public Rights-of-Way required by the Americans with Disabilities Act, should request that Company remove or relocate its mains, laterals, and other System Facilities lying within Public Rights-of-Way, Company shall do so at its own expense for System Facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Company and City shall jointly determine whether System Facilities are in conflict and the extent that the proposed City facilities are determined by City and Company to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. All such relocations shall be performed in accordance with applicable City ordinances. Company shall not be required to relocate System Facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Company.

(I) When Company is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local, or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through City, Company costs and expenses shall be included by City in any application by City for reimbursement if Company submits its cost and expense documentation to City prior to the filing of the application. City shall make all reasonable efforts to provide reasonable written notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City for City to be able to submit its application for reimbursement to such program in a timely manner. Upon receipt of an amount of reimbursement intended for utility relocation including, but not limited to, gas utilities, City shall remit to Company, within sixty (60) days of receipt, the portion of reimbursement related to the relocation or removal of Company's System Facilities. If Company is required by City to remove or relocate its mains, laterals, or other System Facilities lying within Public Right-of-Way to accommodate a private developer or for projects whose primary purpose is beautification or for any reason other than the construction, reconstruction, improving, widening, or straightening of its Public Right-of-Way, sewers, drainage, water lines, or other utilities by City, Company shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation.

(J) When Company is required to remove or relocate its mains, laterals or other System Facilities to accommodate construction by City without reimbursement from City, Company shall have the right to seek recovery of relocation costs as provided for in Applicable Law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Company to seek or recover a surcharge from customers for the cost of relocation pursuant to Applicable Law. Notwithstanding the foregoing, the City shall have the right to request other project documentation to the full extent provided by Applicable Law.

(K) If City abandons any portion of the Public Right-of-Way in which Company has System Facilities, for public safety reasons or in furtherance of a public project, City shall determine whether it is appropriate to retain a public utility easement in such Public Right-of-Way for use by Company. If City determines, in its sole discretion, that the continued use of the Public Right-of-Way by Company is compatible with the abandonment of the Public Right-of-Way, then in consideration of the compensation set forth in Section XI, and to the maximum extent of its right to do so, City shall grant Company an easement for such use, and the abandonment of the Public Right-of-Way shall be subject to the right and continued use of Company. If City determines, in its sole reasonable discretion, that it is not appropriate to retain a public utility easement in such Public Right-of-Way, Company shall be responsible, subject to the provisions of Section III, for

relocating its System from such Public Right-of-Way, as directed by City. If a Public Right-of-Way is sold, conveyed, abandoned, or surrendered by City to a third party, such action shall be conditioned upon Company's right to maintain use of the former Public Right-of-Way. If the third-party requests Company to relocate its System from the former Public Right-of-Way, and if such relocation is agreed to by Company, such relocation shall be at the expense of the party requesting same. In addition, in the event of a third party requesting the relocation, if the relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

(L) Upon request by City made no more often than once in any 12-month period, Company shall provide maps showing the location of its primary System Facilities. In addition, Company shall cooperate in locating its System Facilities when necessary to avoid conflict and protect the health and safety of the public.

SECTION IV. Laying of Lines in Advance of Paving

(A) Whenever City shall conclude to pave any Public Right-of-Way in which Company's System Facilities already exist or in which Company may propose to install its System Facilities, Company will be provided the opportunity, at no expense to City, in advance of such paving to modify such System Facilities, if defective or inadequate in size, and to lay new System Facilities, or modify same, if inadequate in size or defective, next to the property lines where buildings are already located.

(B) At least ninety (90) calendar days prior to the planned paving or repaving of Public Right-of-Way, City shall give Company written notice of the intention of City to pave any such Public Right-of-Way. Upon receipt of such notice, Company shall initiate its review process to determine the need to modify its System Facilities, and the need to lay or modify service lines underneath the portions of the Public Right-of-Way to be paved. If Company determines such a need, Company shall promptly initiate such work and shall thereafter proceed in a good faith and workmanlike manner to completion of the necessary work within ninety (90) calendar days after receipt of the notice from the City. Company's failure to complete the necessary work within the ninety (90) day period may be excused at the City's discretion, if Company has promptly notified the City of the circumstances that have caused the delay and has requested an extension of the construction period. City shall grant the extension unless withheld for good cause.

SECTION V. Liability Insurance

Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Ordinance, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by Applicable Law or by obtaining insurance, as follows:

(A) Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:

- (1) Products/completed operations to be maintained for a warranty period of 2 years,
- (2) Personal and advertising injury,

- (3) Contractual liability, and
 - (4) Explosion, collapse, or underground (XCU) hazards.
- (B) Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired, and non-owned automobiles.
- (C) Workers' compensation and employer's liability coverage. Statutory workers' compensation benefits in accordance with the statutes and regulations of the State of Texas. Company must provide the City with a waiver of subrogation for workers' compensation claims.
- (D) Upon request, the Company will provide proof of insurance in accordance with this Ordinance within thirty (30) days after such request. Company will not be required to furnish separate proof when applying for permits.

SECTION VI. INDEMNITY

THE COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL PROTECT AND HOLD THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") HARMLESS AGAINST ANY AND ALL CLAIMS OR DEMANDS FOR DAMAGES TO ANY PERSON OR PROPERTY BY REASON OF THE CONSTRUCTION AND MAINTENANCE OF THE COMPANY'S NATURAL GAS SYSTEM, OR IN ANY WAY GROWING OUT OF COMPANY'S EXERCISE OF THE RIGHTS GRANTED BY THIS FRANCHISE, EITHER DIRECTLY OR INDIRECTLY, OR BY REASON OF ANY ACT, NEGLIGENCE OR NONFEASANCE OF THE COMPANY OR THE CONTRACTORS, AGENTS OR EMPLOYEES OF THE COMPANY OR ITS SUCCESSORS AND ASSIGNS, AND SHALL REFUND TO THE CITY ALL SUMS WHICH THE CITY MAY BE ADJUDGED TO PAY ON ANY SUCH CLAIM, OR WHICH MAY ARISE OR GROW OUT OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED OR BY THE ABUSE THEREOF, AND THE COMPANY OR ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND ON ACCOUNT OF ALL DAMAGES, COSTS, EXPENSES, ACTIONS, AND CAUSES OF ACTION THAT MAY ACCRUE TO OR BE BROUGHT BY, A PERSON, PERSONS, COMPANY OR COMPANIES AT ANY TIME HEREAFTER BY REASON OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED, OR OF THE ABUSE THEREOF.

SECTION VII. Installation of Meter

If a meter is to be installed in or near the Public Right-of-Way, Company agrees to discuss with the City's representative the aesthetics of the meter placement and to accommodate the request of City to the maximum extent possible. If City requests a meter upgrade, Company will comply so long as City reimburses Company for the reasonable costs incurred by Company in changing meters. In no event, however, shall underground meters be required.

SECTION VIII. Rates

Company shall furnish reasonably adequate service to the public at reasonable rates and charges therefor, and Company shall maintain its System in good order and condition. Such rates

shall be established in accordance with all applicable statutes and ordinances. Company shall maintain on file with the City copies of its current tariffs, schedules, or rates, and charges and service rules and regulations applicable to the City. The rates and charges collected from its customers in the City shall be subject to revision and change by either the City or Company in the manner provided by Applicable Law.

SECTION IX. Extensions of Mains

Company shall not be required to extend mains on any Public Right-of-Way more than one hundred (100) feet for any one consumer of gas; provided, however, Company is not required to extend its mains or facilities if the customer will not use gas for space heating and water heating, or the equivalent load, at a minimum.

SECTION X. Non-Exclusive Use

The rights and privileges granted to Company by this Ordinance are not to be considered exclusive and City hereby expressly reserves the right to grant, at any time, like privileges and rights as it may see fit to any other person or corporation for the purpose of furnishing gas for, but not limited to, light, heat, and power to and for City and the inhabitants thereof.

SECTION XI. Franchise Fee and Payment

(A) In consideration of the privilege granted by the City to Company to use and occupy the Public Right-of-Way in the City for the purposes stated herein, Company and its successors and assigns agree to deliver and pay to City, and City agrees to accept, a franchise fee in an amount equivalent to five percent (5%) of the Company's Gross Revenues as defined in Section II(F). The initial payment shall be paid to the City by Company on or before the Due Date for the Quarter, as set forth below, in which the Effective Date occurs, and shall include Gross Revenues received by Company from the Effective Date of this Ordinance. Thereafter the Company shall pay the franchise fee quarterly as follows:

<u>Due Date</u>	<u>Quarter</u>
May 15	First (January 1 - March 31)
August 15	Second (April 1 - June 30)
November 15	Third (July 1 - September 30)
February 15	Fourth (October 1 - December 31)

(B) Each payment due during the term of this Ordinance will be made on or before the close of business on the payment due date. If any payment due date required by this Ordinance falls on a weekend or declared bank holiday, payment shall be made by the close of business on the next working day.

(C) The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee amount will be paid on or before April 30, 2023, and will be based on the calendar year January 1 through December 31, 2022. The final CIAC

franchise fee amount under the initial term will be paid on or before April 30, 2033, and will be based on the calendar year January 1 through December 31, 2032.

(D) It is expressly agreed that the franchise fee payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as a special or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character, including, without limitation, any charges under Chapter 182 of the Texas Tax Code (collectively, the "Other Charges") that City may now impose or hereafter levy and collect from Company or Company's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property and Company's separate obligation to reimburse the City for street repairs in accordance with this Ordinance. Should City not have the legal power to agree that the payment of the franchise fees shall be in lieu of the Other Charges, then City agrees that it will apply so much of said franchise fee payments as may be necessary to satisfy Company's obligations, if any, to pay such Other Charges.

(E) If Company fails to pay when due any payment provided for in this Section XI, Company shall pay such amount plus interest consistent with the rate for customer deposits under Texas Utilities Code Section 183.003 from such due date until payment is received by City.

(F) SiEnergy Franchise Fee Recovery Tariff.

(1) The Company may from time-to-time file with the City a tariff amendment(s) to provide for the recovery of the franchise fees payable by the Company under this Ordinance.

(2) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by the Company.

(G) In order to determine the Gross Revenues received by Company, Company agrees that quarterly, on the same date that payment is made as provided in the preceding paragraphs of this Section XI, it will provide a statement showing the amount of Gross Revenues for the period covered by the payments.

(H) Within thirty (30) days after receipt of a request by Company following the effective date of this Ordinance, the City shall provide Company (at the notice address specified in Section XVI) with maps clearly showing the location of the boundaries of the City. Within thirty (30) days after City annexes property into, or de-annexes property from, the territory of City, City shall provide Company (at the notice address specified in Section XVI) with maps clearly showing the location of the boundaries of such annexed or de-annexed property. Within sixty (60) days, or such additional time as mutually agreed to by the City and Company, after Company's receipt of (i) written notice from the City that the City has annexed territory into the City and (ii) maps showing clearly the areas annexed, the Company shall revise its accounting records to include the annexed territory, and Company's customers therein, within the City. After such time period, Gross Revenues related to Company's customers whose consuming facilities' points of delivery are located within such annexed area shall be included in the calculation of the franchise fee payable under this Ordinance. Likewise, Gross Revenues related to Company's customers whose consuming facilities' points of delivery are in any area de-annexed by City shall cease to be included in the calculation of the franchise fee payable under this Ordinance upon the effective date of such disannexation.

SECTION XII. Retention, Accessibility and Confidentiality of Records

(A) Company shall maintain the fiscal records and supporting documentation for payments of Gross Revenues associated with this Ordinance for not less than five years.

(B) Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written material, and other papers belonging to or in use by Company pertaining to the franchise fee payable under this Ordinance (the "Records") during the Company's regular business hours and at the Company's principal offices upon receipt of thirty (30) days' written notice from the City. The City's access to the Records will be limited to information needed to verify that, within the two (2) year period prior to such access to the Records, Company is and has been complying with the terms of this Ordinance. If such an examination reveals that Company has underpaid the franchise fee to City, then upon receipt of written notification from City regarding the existence of such underpayment, Company shall undertake a review of City's claim and, if said underpayment is confirmed, remit the amount of underpayment to City, including any interest calculated in accordance with Section XI(E). The cost of the audit shall be borne by City unless the Company is finally determined to have underpaid the franchise fee by five percent (5%) or more, in which case the reasonable costs of the audit shall be immediately reimbursed to the City by Company. The rights to access the Records shall terminate two (2) year(s) after the termination or expiration of this Ordinance. Company agrees to maintain the Records in an accessible location.

(C) Any information that is not required by law to be made public shall be kept confidential by City. The City shall provide notice to Company of any request for release of information previously designated by Company as proprietary or confidential non-public information prior to releasing the information to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes Company's previously designated proprietary or confidential information, City will request an opinion from the Texas Attorney General as to the confidential or the proprietary nature of the information. The City also will provide Company with notice of the request, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the City to withhold the information.

SECTION XIII. Renegotiation

If either the City or Company requests renegotiation of any term of this Ordinance, Company and City agree to renegotiate in good faith revisions to all terms of this Ordinance. If the parties cannot come to agreement upon any provisions being renegotiated, then the existing provisions of this Ordinance will continue in effect for the remaining term of the Ordinance.

SECTION XIV. Termination

(A) The City, in accordance with subsection (B) below, may terminate this Ordinance and all rights and privileges pertaining thereto, in the event that the Company violates any material provision of this Ordinance (an "Event of Default").

(B) Uncured Events of Default.

(1) Upon the occurrence of an Event of Default which can be cured by the

immediate payment of money to City or a third party, Company shall have thirty (30) days (or such additional time as may be agreed to by the City) after receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies pursuant to Section XIV(C).

- (2) Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City or a third party, Company shall have sixty (60) days (or such additional time as may be agreed to by the City) after receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies pursuant to Section XIV(C).
- (3) If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies pursuant to Section XIV(C).

(C) Remedies. Upon receipt of a notice of an alleged Uncured Event of Default as described in Section XIV(B), which notice shall specify the alleged failure with reasonable particularity, the Company shall, within the time periods specified in Section XIV(B) or such longer period of time as may be agreed to by the City, either cure such alleged failure or, in a written response to the City, present facts and arguments in refuting or defending such alleged failure, or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming or the City determines that an unexcused "Uncured Event of Default" has occurred, City shall be entitled to exercise any and all of the following cumulative remedies:

- (1) The commencement of an action against Company at law for monetary damages.
- (2) The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions, which as a matter of equity, are specifically enforceable.
- (3) The termination of the franchise granted herein.

(D) Remedies Not Exclusive. The rights and remedies of City and Company set forth in this Ordinance shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by a party of any one or more of such remedies shall not preclude the exercise by such party, at the same or different times, of any other such remedies for the same failure to cure.

(E) Termination. The franchise granted herein may be terminated only in accordance with the provisions of Section XIV(C). City shall notify Company in writing at least thirty (30) business days in advance of the City Council meeting at which the questions of termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City

Council's decision terminating the franchise granted herein, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable. If no appeal is filed, the effective date of such termination shall be the thirtieth (30th) day following the date of the final termination decision of the City Council. Until the termination becomes effective, the provisions of this Ordinance shall remain in effect for all purposes.

SECTION XV. Successors and Assigns

Company's rights under this Ordinance shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld; provided, however, that Company may assign its rights under this Ordinance to a parent, subsidiary, affiliate or successor entity without such consent, so long as such parent, subsidiary, affiliate or successor (i) assumes all obligations of Company hereunder, and (ii) is bound to the same extent as Company hereunder. Company shall give the City sixty (60) days' prior written notice of any assignment to a parent, subsidiary, affiliate or successor entity. Any required consent shall be expressed by an ordinance that fully recites the terms and conditions, if any, upon which such consent is given. Any assignment or transfer effected prior to the City's approval thereof, if required, shall authorize the City to treat such assignment or transfer as an Uncured Event of Default and immediately implement the provisions of Section XIV, including the right to terminate the franchise granted herein.

SECTION XVI. Notices

Any notice required or permitted to be delivered hereunder shall be deemed received if: (i) delivered in person to the applicable address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the applicable address set forth below; or (iii) delivered to such party by courier receipted delivery to the applicable address set forth below. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is deemed received by the other party as provided above, the last address of such party designated for notice shall remain such party's address for notice.

If intended for the City:

City of Taylor
Attention: Brian LaBorde, City Manager
400 Porter St.
Taylor, TX. 76574

If intended for the Company:

SíEnergy, L.P.
Attention: Chief Executive Officer
13215 Bee Cave Pkwy, Suite B-250
Bee Cave, Texas 78738
Travis County, Texas

SECTION XVII. Severability; Amendment; Ordinance Controlling

It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance. Both the Company and the City expressly recognize that this Ordinance creates a binding and enforceable contract between them, which contract may not be amended without written consent of both the Company and the City. Should any inconsistency or conflict exist now or in the future between the provisions of this Ordinance and the City's charter or another ordinance or ordinances, then the provisions of this Ordinance shall control to the extent of such inconsistency or conflict to the extent not prohibited by law.

SECTION XVIII. Governing Law

This Ordinance shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Exclusive venue for any action concerning this Ordinance, the transactions contemplated hereby, or the liabilities or obligations imposed hereunder shall be in the State District Court of Williamson County, Texas.

SECTION XIX. No Waiver

Either City or Company shall have the right to waive any requirement contained in this Ordinance, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Ordinance shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or a different type of breach or violation.

SECTION XX. Paragraph Headings; Construction

The paragraph headings contained in this Ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Ordinance and this Ordinance shall not be construed either more or less strongly against or for either party.

SECTION XXI. Acceptance; Effective Date

To accept the franchise granted herein, the Company must evidence its written acceptance of the terms and conditions of this Ordinance by executing and delivering to the City, within thirty (30) days after the City provides written notice to Company of the final adoption of this Ordinance by the City, a letter in the form of Exhibit A attached hereto and incorporated herein. Upon and subject to such written acceptance, this Ordinance shall become effective on the date of final adoption of the ordinance by City council (such date being the "Effective Date").

PASSED AND APPROVED ON THIS THE ____ DAY OF _____, 2022.

APPROVED:

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted Hejl, City Attorney

EXHIBIT "A"

SiEnergy, L.P. Acceptance of Franchise Ordinance

[DATE]

City of Taylor, Texas
Attention: City Clerk

RE: SiEnergy, L.P. Gas franchise; Ordinance No. 2022-40

This letter certifies that SiEnergy, L.P. accepts and agrees to be contractually bound by the terms and conditions of Ordinance No. 2022-40, a copy of which is attached hereto as Exhibit A.

SIENERGY, L.P.

By: _____

Printed Name: _____

Title: _____



City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 8
Agenda Title: Consider Interlocal Joint Use Agreement with TISD

Council Action to be taken: Consider Interlocal agreement

Department Submitted: City Management

Staff Contact: Dianna McLean, City Clerk

1. PURPOSE/DESCRIPTION

To reinstate an Interlocal Joint Use Agreement with TISD for facility usage.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City entered into a 10-year interlocal agreement with TISD back in 2001 which allows each party to use the other party's facilities upon request and without fees.

Even though the agreement expired in 2011, both parties have continued the practice set out in the agreement.

This interlocal agreement is simply putting back in writing the conditions of the agreement and renewing it with no changes for another 10 years. This agreement allows each subdivision to establish guidelines for the joint usage, cooperation and participation between the City and TISD regarding the Joint Use of Facilities belonging to each governmental entity, waiving all fees associated with the usage of its buildings and grounds.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Allows each party to utilize a variety of facilities at no cost.	

4. RECOMMENDATION

Approve the Interlocal Agreement.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

N/A

8. ATTACHMENTS

8a. [Draft Interlocal Agreement](#)

**INTERLOCAL COOPERATION AGREEMENT
JOINT USE OF FACILITIES
CITY OF TAYLOR AND TAYLOR INDEPENDENT SCHOOL DISTRICT**

This Interlocal Cooperation Agreement “Agreement” made, entered into, and executed by and between the City of Taylor, a home rule city and political subdivision of the State of Texas, hereinafter called “City” and the Taylor Independent School District, a political subdivision of the State of Texas, hereinafter called “TISD”, each acting herein and by and through its duly authorized officials.

RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, it is mutually advantageous for both City and TISD to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

PURPOSE

The purpose of the Agreement is to establish guidelines for the joint usage, cooperation and participation between the City and TISD regarding the Joint Use of Facilities belonging to each governmental entity.

USAGE

The City uses TISD buildings and grounds for such occasions as polling places during elections and other events during the year.

TISD uses City buildings and grounds for such occasions as school dances, banquets, polling places during elections and other events during the year.

Each entity is responsible for all set-up, clean-up and maintaining buildings and grounds during their usage.

Reservations and approval must be obtained in advance of such usage.

Official use of City buildings and grounds will take precedence over any and all reservations that may be in effect in the event of any emergency (as identified by the City’s

Emergency Management Coordinator) requiring the group sheltering the Taylor citizens or residents from the general area of other necessary uses of the facilities. Such preemption shall be without liability to the City for any and all damages that may result from the prior reservation.

PAYMENT

TISD and the City agree to waive all fees associated with the usage of its buildings and grounds.

TERM

The Agreement shall be effective for a period of ten (10) years beginning on September 23, 2022, the date this Agreement is signed by all parties.

NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, and addressed to the part at the address set forth opposite the signature of the party.

GOVERNING LAW

The Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas and venues for any action shall lie within Williamson County, Texas and this Agreement shall be performable in Williamson County, Texas.

SEVERABILITY

If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

BINDING EFFECT

The Agreement shall be binding on and inure to the benefit of the executing parties and their respective successors and assigns.

AMENDMENT

The Agreement may be amended by mutual written agreement of the parties.

AUTHORIZATION

By executing this Agreement, each party represents that such party has full capacity and authority to grant all rights and assume all obligations that have been granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of the respective party.

IN WITNESS WHEREOF, this Interlocal Cooperation Agreement has been duly executed in multiple counterparts (each of which is to be deemed an original for all purposes) by the parties hereto on the respective dates appearing below each party's signature.

CITY OF TAYLOR, TEXAS

By: Brandt Rydell, Mayor
400 Porter Street
Taylor, TX. 76574
512/352-3676

Date: _____

TAYLOR INDEPENDENT SCHOOL BOARD

By: President of the Board
3101 N. Main Street
Taylor, TX. 76574
512/

Date: _____



City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

☒ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

Agenda Item #: 9

Agenda Title: Consider awarding contracts for mowing services

Council Action to be taken: Consider awarding Heart of Texas mowing contracts

Department Submitted: Public Works

Staff Contact: Jim Gray, Director of Public Works

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to consider extending the Landscaping / Mowing contract with Heart of Texas Landscaping for an additional three years.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The Contract will continue current level of services performed by Heart of Texas.

Heart of Texas Landscaping and Irrigation

Heart of Texas Landscaping and Irrigation is a business from Belton, Texas. Heart of Texas (HOT) has been in business since 1989, has 11 crews and over 80 employees. HOT has been cutting the City of Taylor's Parks and City Properties since 2018. HOT has worked for the Williamson County Parks Department for 13 years covering four parks totaling 115 acres. Bell County has used HOT for 5 years taking care of 26 county buildings totaling approximately 62 acres. The City of Georgetown has used HOT 7 years for 58 parks, 3 cemeteries, trails, and one HOA ROW for a total of 280 acres. HOT also takes care of Temple College Hutto, Round Rock Parks, Round Rock Multipurpose Center, and the Round Rock Sports Center.

If the contract is awarded to Heart of Texas for Parks and City Properties, it would continue the allocation of approximately 3,357 hours of dedicated street and grounds employee time from Parks mowing back to the Street Division and Cemetery mowing. The new contract would continue to allow the Parks Department to use 836 hours for other activities in Parks, instead of mowing the Taylor Regional Park.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Continued maintenance to street, grounds, and facilities.	Drop in existing service levels

4. RECOMMENDATION

Staff recommends Council accept the new contract to Heart of Texas Landscaping and Irrigation for City Facilities and Parks.

EXHIBIT A

City of Taylor contract pricing October 1st, 2022-September 30th, 2023 Heart of Texas Landscape and Irrigation

Location	Trips	Cost Per Trip	Annual Total
Bull Branch Park	26	\$ 2,255.00	\$ 58,630.00
Burkett Park	26	\$ 604.00	\$ 15,704.00
Crosstown Trail	26	\$ 213.00	\$ 5,538.00
Doak Park	26	\$ 284.00	\$ 7,384.00
Downtown	36	\$ 320.00	\$ 11,520.00
Entry Signs	12	\$ 178.00	\$ 2,136.00
Gano Park	26	\$ 71.00	\$ 1,846.00
Heritage Square	36	\$ 178.00	\$ 6,408.00
79 Sign	24	\$ 125.00	\$ 3,000.00
Jason Park	26	\$ 71.00	\$ 1,846.00
Liberty Garden	26	\$ 53.25	\$ 1,384.50
Memorial Field	26	\$ 107.00	\$ 2,782.00
Murphy Park	26	\$ 1,598.00	\$ 41,548.00
Robinson Park	26	\$ 880.00	\$ 22,880.00
Skate Park	36	\$ 71.00	\$ 2,556.00
City Hall	36	\$ 54.00	\$ 1,944.00
City Hall Annex	36	\$ 71.00	\$ 2,556.00
Library	36	\$ 178.00	\$ 6,408.00
Moody Museum	36	\$ 160.00	\$ 5,760.00
Police Department	36	\$ 125.00	\$ 4,500.00
Regional Park	36	\$ 799.00	\$ 28,764.00
West Loop	26	\$ 230.00	\$ 5,980.00
Park and Facility Annual Total			\$ 241,074.50
Monthly Total			\$ 20,089.54

Extras for all locations (Billed separately when completed)

Service	Quantity	Per Application	Annual Total
Mulch	1	\$ 4,320.00	\$ 4,320.00
Flowers	2	\$ 2,656.00	\$ 5,312.00
Fertilizer	2	\$ 640.00	\$ 1,280.00
Memorial Field Fertilizer	4	\$ 345.00	\$ 1,380.00
Memorial Field Ant Bait	1	\$ 780.00	\$ 780.00
Memorial Field Spot Treatment	4	\$ 150.00	\$ 600.00

Extras Annual Total \$ 13,672.00

Annual Total for Entire Contract \$ 254,746.50

**City of Taylor contract pricing October 1st, 2023-September 30th, 2024,
Heart of Texas Landscape and Irrigation**

Location	Trips	Cost Per Trip	Annual Total
Bull Branch Park	26	\$ 2,255.00	\$ 58,630.00
Burkett Park	26	\$ 604.00	\$ 15,704.00
Crosstown Trail	26	\$ 213.00	\$ 5,538.00
Doak Park	26	\$ 284.00	\$ 7,384.00
Downtown	36	\$ 320.00	\$ 11,520.00
Entry Signs	12	\$ 178.00	\$ 2,136.00
Gano Park	26	\$ 71.00	\$ 1,846.00
Heritage Square	36	\$ 178.00	\$ 6,408.00
79 Sign	24	\$ 125.00	\$ 3,000.00
Jason Park	26	\$ 71.00	\$ 1,846.00
Liberty Garden	26	\$ 53.25	\$ 1,384.50
Memorial Field	26	\$ 107.00	\$ 2,782.00
Murphy Park	26	\$ 1,598.00	\$ 41,548.00
Robinson Park	26	\$ 880.00	\$ 22,880.00
Skate Park	36	\$ 71.00	\$ 2,556.00
City Hall	36	\$ 54.00	\$ 1,944.00
City Hall Annex	36	\$ 71.00	\$ 2,556.00
Library	36	\$ 178.00	\$ 6,408.00
Moody Museum	36	\$ 160.00	\$ 5,760.00
Police Department	36	\$ 125.00	\$ 4,500.00
Regional Park	36	\$ 799.00	\$ 28,764.00
West Loop	26	\$ 230.00	\$ 5,980.00

Park and Facility Annual Total \$ 241,074.50

Monthly Total \$

20,089.54

Extras for all locations (Billed separately when completed)

Service	Quantity	Per Application	Annual Total
Mulch	1	\$ 4,320.00	\$ 4,320.00
Flowers	2	\$ 2,656.00	\$ 5,312.00
Fertilizer	2	\$ 640.00	\$ 1,280.00
Memorial Field Fertilizer	4	\$ 345.00	\$ 1,380.00
Memorial Field Ant Bait	1	\$ 780.00	\$ 780.00
Memorial Field Spot Treatment	4	\$ 150.00	\$ 600.00

Extras Annual Total \$ 13,672.00

Annual Total for Entire Contract \$ 254,746.50

**City of Taylor contract pricing October 1st, 2024-September 30th,
2025, Heart of Texas Landscape and Irrigation**

Location	Trips	Increase	Cost Per Trip	Annual Total
Bull Branch Park	26	3%	\$ 2,322.65	\$ 60,388.90
Burkett Park	26	3%	\$ 622.12	\$ 16,175.12
Crosstown Trail	26	3%	\$ 219.39	\$ 5,704.14
Doak Park	26	3%	\$ 292.52	\$ 7,605.52
Downtown	36	3%	\$ 329.60	\$ 11,865.60
Entry Signs	12	3%	\$ 183.34	\$ 2,200.08
Gano Park	26	3%	\$ 73.13	\$ 1,901.38
Heritage Square	36	3%	\$ 183.34	\$ 6,600.24
79 Sign	24	3%	\$ 128.75	\$ 3,090.00
Jason Park	26	3%	\$ 73.13	\$ 1,901.38
Liberty Garden	26	3%	\$ 54.85	\$ 1,426.04
Memorial Field	26	3%	\$ 110.21	\$ 2,865.46
Murphy Park	26	3%	\$ 1,645.94	\$ 42,794.44
Robinson Park	26	3%	\$ 906.40	\$ 23,566.40
Skate Park	36	3%	\$ 73.13	\$ 2,632.68
City Hall	36	3%	\$ 55.62	\$ 2,002.32
City Hall Annex	36	3%	\$ 73.13	\$ 2,632.68
Library	36	3%	\$ 183.34	\$ 6,600.24
Moody Museum	36	3%	\$ 164.80	\$ 5,932.80
Police Department	36	3%	\$ 128.75	\$ 4,635.00
Regional Park	36	3%	\$ 822.97	\$ 29,626.92
West Loop	26	3%	\$ 236.90	\$ 6,159.40

Park and Facility Annual Total

\$ 248,306.74

Monthly Total

\$ 20,692.23

Extras for all locations (Billed separately when completed)

Service	Quantity	Per Application
Annual Total		
Mulch	1	\$ 4,449.60
Flowers	2	\$ 5,471.36
Fertilizer	2	\$ 1,318.40
Memorial Field Fertilizer	4	\$ 1,421.40
Memorial Field Ant Bait	1	\$ 803.40
Memorial Field Spot Treatment	4	\$ 618.00

Extras Annual Total

\$ 14,082.16

Annual Total for Entire Contract

\$ 262,388.90

5. FUNDING SOURCE

Total funding for year 1 & 2 is \$254,765 per year. Year 3 escalates to \$262,389.

6. TIMELINE

September 22, 2022 - Staff presents recommendation on mowing contract.

September 22, 2022 – Council will extend or reject contract.

October 1, 2022- If Council extends, we will start the new contract for mowing services.

7. OTHER OPTIONS (In order of preference)

Extend the existing contract or reject the extension. If we reject the contract we will reevaluate city costs and personnel to perform similar services or continue trying to find contractors who can bid the amount of work in the contract.

8. ATTACHMENTS

9a. [Contract](#)

**MOWING CONTRACT
BETWEEN CITY OF TAYLOR, TEXAS
AND
HEART OF TEXAS LANDSCAPE & IRRIGATION CO., INC.**

I.

Contract Information

- 1.01 Parties.** This is a Mowing Contract ("Contract") between the **CITY OF TAYLOR, TEXAS**, a Texas home rule municipal corporation ("City"), and **HEART OF TEXAS LANDSCAPE & IRRIGATION CO. INC.**, a Texas For-Profit Corporation ("Contractor").
- 1.02 Purpose.** The City desires to have the Contractor perform certain mowing and grounds maintenance services in the City of Taylor, Texas, described in Exhibit "A" attached hereto and incorporated by reference herein, on the City property locations also designated in Exhibit "A" ("Services"). The Contractor desires to perform those Services on behalf of the City for compensation as set forth herein.
- 1.03 Term.** The term of this Contract shall be for a period beginning October 1, 2022, and terminating September 30, 2023, but renewable under the following provisions. This Contract shall terminate September 30, 2023, unless the City provides written notice to the Contractor on or before September 15, 2023, that the City has budgeted funds necessary to renew the Contract for an additional one-year term. The City shall be entitled to renew this Contract for annual terms until September 30, 2025, by notice of budget funding to the Contractor on or before September 15 during any term of this Contract. This Contract, if renewed by the City as stated herein, shall terminate September 30, 2025.
- 1.04 Compensation for Services.** The City shall pay the Contractor an amount not to exceed \$254,746.50 for Services performed under this Contract for the term ending September 30, 2023. The City shall pay the Contractor an amount not to exceed \$254,746.50 for Services beginning October 1, 2023, and ending September 30, 2024. The City shall pay the Contractor an amount not to exceed \$262,388.90 for Services beginning October 1, 2024, and ending September 30, 2025. The City shall pay the Contractor for each annual term from October 1 to September 30, renewed according to the provisions of this Contract, an amount not to

exceed \$262,388.90. Notwithstanding, the compensation for Services may be reduced by any deviation allowed under Section 2.02 and Section 2.03 below, which reduction shall be based on the price per Service stated in Exhibit "A".

1.05 Payment for Services. Contractor shall bill City one time each month in the amount owed for the Services. Each bill submitted to the City shall be paid to Contractor at its office at the address shown herein by check or bank wire transfer on or before fifteen (15) days from the date of the invoice.

1.06 Default. In the event either the City or Contractor shall default in the performance of any material obligation to be performed by the defaulting party under this Contract, then the non-defaulting party shall furnish written notice of the default to the defaulting party. The defaulting party shall be obligated to cure the default within the thirty (30) day cure period, and in the event the default is not timely cured, the non-defaulting party shall be entitled to pursue any remedy for the default available under law or in equity.

II.

Additional Services

2.01 Required Additional Services. The Contractor agrees to perform the following Additional Services on behalf of the City, subject to the terms and conditions set forth herein:

- a. Remove all weeds from the lawn areas.
- b. Apply herbicide supplied by the Contractor to be mixed in the recommended portions sufficient to eliminate or significantly retard the growth of vegetation around buildings, fences, as well as other areas as designated by the City.
- c. Notify the City immediately of any existing or potential hazards or problems with the property subject to the Services.
- d. Remove cuttings and other lawn debris from the mowed areas.

- e. As needed, the Contractor shall consult with the Public Works Director regarding the condition of the City property subject to the Services to be rendered by the Contractor and such Services may affect the ability of the Contractor to safely perform the Services set forth in this Contract. As used in this Contract, Public Works Director shall mean the City Public Works Director or his designee.
- f. Upon completion of each mowing, the Public Works Director shall have the right to inspect the performance of the Contractor and direct the Contractor to remedy or correct any deficiencies in the Services.

2.02 Deviation from Mowing Schedule as Directed By the City. The City and Contractor understand and agree that the City property subject to the Services may be required to be mowed more frequently during certain months and less frequently during other months. The Contractor shall perform the Services as required herein unless otherwise directed by the Public Works Director. However, nothing in this Section shall serve to obligate the Contractor to perform the services under this Contract more than as required in Exhibit "A".

2.03 Deviation From Established Mowing Schedule Due To Impracticability Of Performance. Where weather conditions or conditions appearing in the City cause the Contractor to be unable to perform services in accordance with the Contract, the Contractor may contact the Public Works Director to arrange an alternate mowing schedule to accommodate impracticability of performance.

III.

Application of Pesticides, Herbicides And Other Chemicals

3.01 Chemicals, Tools And Supplies. The Contractor shall provide herbicide and all additional chemicals, as well as all labor, equipment, fuel, tools, and supplies necessary to perform the Services. At all times during this Contract, the Contractor shall maintain all requisite herbicide and pesticide licenses, permits and other regulatory materials in accordance with all applicable federal, state and local laws, rules and regulations.

3.02 Compliance With Applicable Statutes, Rules And Regulations. The Contractor shall assume all liability for all applicable local, state and federal laws, including but not limited to, environmental regulations related to storage, application, transportation and training on the use of said herbicides and pesticides.

3.03 Clean Up Of Spilled/Released Substances. The Contractor shall implement procedures to protect the work sites against the spillage of oil, fuels or any other hazardous materials and chemicals. In the event spillage occurs, corrective actions shall be made in an expeditious and environmentally sensitive manner and perform any remedial measures mandated by any of the Governmental Agencies that regulate the City.

IV.

Release And Indemnification Provisions

4.01 Contractor Indemnification of City. The Contractor agrees to hold the City harmless from any and all legal action that may result from:

- a. the Contractor's actions in performing the Services; and
- b. the Contractor's negligence or equipment failure or the negligence of Contractor's employees.

4.02 Insurance. The Contractor shall carry and maintain, liability insurance covering the Services that shall be performed, or are likely to be performed, under this Contract. The Contractor shall provide the City with a Declarations Page demonstrating that the Contractor is covered by appropriate liability insurance.

V.

Miscellaneous Provisions

5.01 Venue. The parties agree that venue of any legal proceedings pertaining to this Contract shall be in Williamson County, Texas, and that Texas law

applies to all provisions of this Contract. The prevailing party in any litigation between the City and Contractor arising out of this Contract shall be entitled to recover reasonable attorney's fees and court costs unless such recovery is prohibited by law.

5.02 Entire Agreement. The City and Contractor recognize and agree that this Contractor constitutes the entire agreement between the parties and that any amendments hereto shall be made only in writing and executed by the City and Contractor.

5.03 Severability. The City and Contractor agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other terms of this Contract, which shall continue in full force and effect.

5.04 Amendment. Any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract with written amendment hereto, and shall become effective on the day designated by such law or regulation.

5.05 Assignment Prohibited. Neither the City or Contractor may assign the rights and/or obligations arising under this Contract. Any attempt by the City or Contractor to assign any right or obligation under this Contract, without the express written consent of the other party, shall render this Contract voidable at the option of the non-assigning party.

5.06 Notices. Unless otherwise designated in writing, all notices under this Contract shall be directed as follows:

CONTRACTOR:

HEART OF TEXAS LANDSCAPE & IRRIGATION CO., INC.
C/O Ben Pamplin
PO Box 1236
Belton TX 76513

CITY:

CITY OF TAYLOR, TEXAS
c/o BRIAN LABORDE
City Manager
400 Porter Street
Taylor, Texas 76574

- 5.07 Independent Contractor.** It is acknowledged and agreed by the City and Contractor that the terms of this Contract are not intended to and shall not be deemed to create any partnership or joint venture between the City and Contractor. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with this Contract and Contractor remains an independent contractor to the City.
- 5.08 Attorney's Fees.** In the event any legal action or proceeding is commenced between the City and the Company to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, if allowed by law.
- 5.09 Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns as allowed in this Agreement. No other persons or entities may enforce this Agreement or claim any benefits under this Agreement except as allowed by this Agreement. There are no oral agreements between the parties hereto with respect to the subject matter hereof.
- 5.10 Interpretation.** Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.
- 5.11 Severability.** In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be

affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.12 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

5.13 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

5.14 Authority. The person signing this Agreement warrants that he is authorized to sign this Agreement on behalf of the respective signatory.

5.15 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

5.16 Time. Time is of the essence in the performance of the Agreement.

5.17 Multiple Counterparts. This Agreement may be executed in one, or more, counterparts wherein each counterpart shall be considered an Original Agreement for all purposes material to the enforcement of the rights and obligations of the parties arising under this Agreement.

Dated this the _____ day of September, 2022.

HEART OF TEXAS LANDSCAPE &
IRRIGATION CO., INC., a Texas For-
Profit Corporation

By: Ben Pamplin
Its: President

CITY OF TAYLOR, TEXAS,
a Texas Home Rule Municipal
Corporation

By: Brian LaBorde

Its: City Manager

EXHIBIT A

City of Taylor contract pricing October 1st, 2022-September 30th, 2023 Heart of Texas Landscape and Irrigation

Location	Trips	Cost Per Trip	Annual Total
Bull Branch Park	26	\$ 2,255.00	\$ 58,630.00
Burkett Park	26	\$ 604.00	\$ 15,704.00
Crosstown Trail	26	\$ 213.00	\$ 5,538.00
Doak Park	26	\$ 284.00	\$ 7,384.00
Downtown	36	\$ 320.00	\$ 11,520.00
Entry Signs	12	\$ 178.00	\$ 2,136.00
Gano Park	26	\$ 71.00	\$ 1,846.00
Heritage Square	36	\$ 178.00	\$ 6,408.00
79 Sign	24	\$ 125.00	\$ 3,000.00
Jason Park	26	\$ 71.00	\$ 1,846.00
Liberty Garden	26	\$ 53.25	\$ 1,384.50
Memorial Field	26	\$ 107.00	\$ 2,782.00
Murphy Park	26	\$ 1,598.00	\$ 41,548.00
Robinson Park	26	\$ 880.00	\$ 22,880.00
Skate Park	36	\$ 71.00	\$ 2,556.00
City Hall	36	\$ 54.00	\$ 1,944.00
City Hall Annex	36	\$ 71.00	\$ 2,556.00
Library	36	\$ 178.00	\$ 6,408.00
Moody Museum	36	\$ 160.00	\$ 5,760.00
Police Department	36	\$ 125.00	\$ 4,500.00
Regional Park	36	\$ 799.00	\$ 28,764.00
West Loop	26	\$ 230.00	\$ 5,980.00
Park and Facility Annual Total			\$ 241,074.50
Monthly Total			\$ 20,089.54

Extras for all locations (Billed separately when completed)

Service	Quantity	Per Application	Annual Total
Mulch	1	\$ 4,320.00	\$ 4,320.00
Flowers	2	\$ 2,656.00	\$ 5,312.00
Fertilizer	2	\$ 640.00	\$ 1,280.00
Memorial Field Fertilizer	4	\$ 345.00	\$ 1,380.00
Memorial Field Ant Bait	1	\$ 780.00	\$ 780.00
Memorial Field Spot Treatment	4	\$ 150.00	\$ 600.00
Extras Annual Total			\$ 13,672.00
Annual Total For Entire Contract			\$ 254,746.50

City of Taylor contract pricing October 1st, 2023-September 30th, 2024
Heart of Texas Landscape and Irrigation

Location	Trips	Cost Per Trip	Annual Total
Bull Branch Park	26	\$ 2,255.00	\$ 58,630.00
Burkett Park	26	\$ 604.00	\$ 15,704.00
Crosstown Trail	26	\$ 213.00	\$ 5,538.00
Doak Park	26	\$ 284.00	\$ 7,384.00
Downtown	36	\$ 320.00	\$ 11,520.00
Entry Signs	12	\$ 178.00	\$ 2,136.00
Gano Park	26	\$ 71.00	\$ 1,846.00
Heritage Square	36	\$ 178.00	\$ 6,408.00
79 Sign	24	\$ 125.00	\$ 3,000.00
Jason Park	26	\$ 71.00	\$ 1,846.00
Liberty Garden	26	\$ 53.25	\$ 1,384.50
Memorial Field	26	\$ 107.00	\$ 2,782.00
Murphy Park	26	\$ 1,598.00	\$ 41,548.00
Robinson Park	26	\$ 880.00	\$ 22,880.00
Skate Park	36	\$ 71.00	\$ 2,556.00
City Hall	36	\$ 54.00	\$ 1,944.00
City Hall Annex	36	\$ 71.00	\$ 2,556.00
Library	36	\$ 178.00	\$ 6,408.00
Moody Museum	36	\$ 160.00	\$ 5,760.00
Police Department	36	\$ 125.00	\$ 4,500.00
Regional Park	36	\$ 799.00	\$ 28,764.00
West Loop	26	\$ 230.00	\$ 5,980.00

Park and Facility Annual Total \$ 241,074.50

Monthly Total \$ 20,089.54

Extras for all locations (Billed separately when completed)

Service	Quantity	Per Application	Annual Total
Mulch	1	\$ 4,320.00	\$ 4,320.00
Flowers	2	\$ 2,656.00	\$ 5,312.00
Fertilizer	2	\$ 640.00	\$ 1,280.00
Memorial Field Fertilizer	4	\$ 345.00	\$ 1,380.00
Memorial Field Ant Bait	1	\$ 780.00	\$ 780.00
Memorial Field Spot Treatment	4	\$ 150.00	\$ 600.00

Extras Annual Total \$ 13,672.00

Annual Total For Entire Contract \$ 254,746.50

City of Taylor contract pricing October 1st, 2024-September 30th, 2025
Heart of Texas Landscape and Irrigation

Location	Trips	Increase	Cost Per Trip	Annual Total
Bull Branch Park	26	3%	\$ 2,322.65	\$ 60,388.90
Burkett Park	26	3%	\$ 622.12	\$ 16,175.12
Crosstown Trail	26	3%	\$ 219.39	\$ 5,704.14
Doak Park	26	3%	\$ 292.52	\$ 7,605.52
Downtown	36	3%	\$ 329.60	\$ 11,865.60
Entry Signs	12	3%	\$ 183.34	\$ 2,200.08
Gano Park	26	3%	\$ 73.13	\$ 1,901.38
Heritage Square	36	3%	\$ 183.34	\$ 6,600.24
79 Sign	24	3%	\$ 128.75	\$ 3,090.00
Jason Park	26	3%	\$ 73.13	\$ 1,901.38
Liberty Garden	26	3%	\$ 54.85	\$ 1,426.04
Memorial Field	26	3%	\$ 110.21	\$ 2,865.46
Murphy Park	26	3%	\$ 1,645.94	\$ 42,794.44
Robinson Park	26	3%	\$ 906.40	\$ 23,566.40
Skate Park	36	3%	\$ 73.13	\$ 2,632.68
City Hall	36	3%	\$ 55.62	\$ 2,002.32
City Hall Annex	36	3%	\$ 73.13	\$ 2,632.68
Library	36	3%	\$ 183.34	\$ 6,600.24
Moody Museum	36	3%	\$ 164.80	\$ 5,932.80
Police Department	36	3%	\$ 128.75	\$ 4,635.00
Regional Park	36	3%	\$ 822.97	\$ 29,626.92
West Loop	26	3%	\$ 236.90	\$ 6,159.40

Park and Facility Annual Total \$ 248,306.74
Monthly Total \$ 20,692.23

Extras for all locations (Billed separately when completed)

Service	Quantity		Per Application	Annual Total
Mulch	1	3%	\$ 4,449.60	\$ 4,449.60
Flowers	2	3%	\$ 2,735.68	\$ 5,471.36
Fertilizer	2	3%	\$ 659.20	\$ 1,318.40
Memorial Field Fertilizer	4	3%	\$ 355.35	\$ 1,421.40
Memorial Field Ant Bait	1	3%	\$ 803.40	\$ 803.40
Memorial Field Spot Treatment	4	3%	\$ 154.50	\$ 618.00

Extras Annual Total \$ 14,082.16

Annual Total For Entire Contract \$ 262,388.90



City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 10

Agenda Title: Consider approving surcharges on new Water Truck for Public Works

Council Action to be taken: Approve additional surcharge of \$3,800 on Water Truck Purchase.

Department Submitted: Internal Services

Staff Contact: Jim Gray, Public Works Director
Nicole Oman, Internal Services Director

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is for the addition of surcharges in the amount of \$3,800.00 that Freightliner is adding to the purchase of the Water Truck for our Public Works Department.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

At the October 28, 2021 City Council meeting, Council approved the purchase of a Freightliner Water Truck in the amount of \$111,820.00. Purchase Order #041791 was issued on October 7, 2021. Due to the continued challenging global and domestic economic conditions, there have been significant delays and price increases with the manufacturer resulting in the added surcharges, making the new quote \$115,620.00.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
This piece of equipment has been delayed and necessary for operation in the Public Works Department.	Risk cancellation of the Water Truck by vendor prolonging delays in purchase.

4. RECOMMENDATION

Approve additional surcharges to Water Truck to increase the Purchase Order by \$3,800.00.

5. FUNDING SOURCE

FY 2022 Bond Funds

6. TIMELINE

N/A

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

Do not approve surcharge and risk cancellation of current PO for the Water Truck and causing further delays. Going out for bids again could have a significant price increase due to the economic conditions and price increases.

8. ATTACHMENTS

10a. [New quote dated 09/12/2022](#)

10b. [Previous quote dated 08/18/2021](#)

		TOTAL	115,620.00
PAYOFF TO:		Trade Allowance	
ADDRESS:		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:	Body Type:	Documentary Fee	
ADDRESS:	License Wt.:	Federal Excise Tax	
	State Insp.:	TOTAL SALE PRICE	
DATED: LIEN AMOUNT \$	License:	Payoff on Trade	
DRAFT FOR \$	Title:	Ext. Service Agreement	
DRAFT THRU:	Transfer:	Less Deposit	
ADDRESS:		Total Balance Due	115,620.00



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 08-18-2021

PURCHASING NAME

City of Taylor

ADDRESS

1424 N Main

TELEPHONE

CITY

Taylor

STATE

Tx

ZIP CODE

76574

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2023	Freightliner	M2-106	Single Axle To Order	

MILEAGE:

TIPS Contract 200-216

Budget Numbers

2023 Freightliner M2-106 single axle chassis	79,645.00
per specs provided	
Niece 2000 Gallon water tank system	32,175.00
per quote provided	

Completed and delivered to Taylor, Tx

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin*, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE Tom Standard 512-468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. *The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.*

MILEAGE: **TRADE-IN**

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

MILEAGE: **TRADE-IN**

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

		TOTAL	111,820.00
PAYOFF TO:		Trade Allowance	
ADDRESS:		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:	Body Type:	Documentary Fee	
ADDRESS:	License Wt.:	Federal Excise Tax	
	State Insp.:	TOTAL SALE PRICE	111,820.00
DATED:	LIEN AMOUNT \$	License:	Payoff on Trade
DRAFT FOR \$		Title:	Ext. Service Agreement
DRAFT THRU:		Transfer:	Less Deposit
ADDRESS:		Total Balance Due	111,820.00



City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 11
Agenda Title: Consider Amending the City Purchasing Policy

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

Department Submitted: Finance

Staff Contact: Jeffrey Wood, Chief Financial Officer

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 March 11, 2021. The City hired the purchasing agent position in October 2021 and began working to centralize the purchasing process. The following proposed amendments to the purchasing policy as presented will:

- Add language that updates the dollar thresholds and purchasing requirements to be consistent throughout the policy. Three written quotes and the Historically Underutilized Business (HUB) requirement will be required for all purchases starting at \$3,000 rather than \$10,000. This further ensures purchases are the best value for the City.
- Add language that updates the requisition process. Departments are responsible for entering requisitions up to \$2,999.99. For purchases \$3,000 and over, the requisition will be entered by Purchasing after review of the signed requisition form and all quote, bid and HUB documentation. This allows for greater consistency and additional oversight of the purchasing process.

The specific language being added to the policy can be found on pages 10 and 14 of the attached policy under the headings "Completing the Requisition Form" and "Dollar Thresholds and Purchasing Requirements", respectively.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Requires 3 written contracts and contacting of HUBS for all purchases \$3,000 and up, ensuring the best value for the City. • Restructures the requisition process internally. This allows for greater consistency and additional oversight of the purchasing process.	• If unamended, the current practice of verbal quotes up to \$10,000 will remain in place and internal restructuring to allow for more centralized purchasing will not occur.

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)

N/A

8. ATTACHMENTS

11a. [Amended Purchasing Policy – redline changes](#)



PURCHASING POLICY

RULES

AND

REGULATIONS

Effective ~~March 11, 2021~~ September 22, 2022

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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.

Requisitions for purchases \$1,000 to \$2,999.99 must be entered by the department.

For purchases \$3,000 and over, the requisition will be entered by Purchasing. The requisition form must be completed by the department, signed by the department head, and forwarded to Purchasing. All quotes/bids and HUB information must be submitted to Purchasing with the requisition form. Line items that are over budget must have a budget adjustment or amendment accompanying the requisition form.

Once approved, the completed Purchase Order will be emailed to the vendor and the department by Purchasing.

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
- ☐ Vendor email address
- ☐ 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.

[Contact Purchasing for a list of cooperatives.](#)

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.

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

<u>CITY OF TAYLOR APPROVAL REQUIREMENTS</u>			
<u>Total Amount of Request</u>	<u>Type of Bid/Quotes Required</u>	<u>Approvals Required</u>	<u>Requisition Requirements</u>
<u>More than \$50,000</u>	<u>Competitive bids/proposals opened at a public meeting.</u>	<u>City Council and City Manager</u>	<u>Purchase order required. Requisition entered by Purchasing. Department submits Requisition Form with all bid, contract and City Council documentation attached.</u>
<u>\$10,000 to \$49,999.99</u>	<u>Three written quotes based on like products; must contact at least 2 HUBs</u>	<u>Department Director, Director of Finance and City Manager</u>	<u>Purchase order required. Requisition entered by Purchasing. Department submits Requisition Form with all quotes documentation attached.</u>
<u>\$3,000 to \$9,999.99</u>	<u>Three written quotes based on like products; must contact at least 2 HUBs</u>	<u>Department Director and Director of Finance and City Manager</u>	<u>Purchase order required. Requisition entered by Purchasing. Department submits Requisition Form with all quotes documentation attached.</u>
<u>\$1,000.00 to \$2,999.99</u>	<u>Three verbal quotes based on like products;</u>	<u>Department Director and Director of Finance</u>	<u>Purchase order required. Requisition entered by Department. Send quotes documentation to Purchasing and include information in “notes” section of requisition.</u>
<u>up to \$999.99</u>	<u>Efforts made to obtain the best value for the City. No bids/quotes required.</u>	<u>Supervisor and/or Department Director</u>	<u>No purchase order is required.</u>

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.

MAXIMUM CONTRACT TERM & EVALUATION

Any lease or contract for a service provided to the city shall be subject to bid, a Request for Proposal (RFP), or a Request for Qualification (RFQ) if the cumulative amount to be expended during the duration of the lease or contract exceeds \$10,000; or if the payment for the service is based on the percentage of revenues received or fees collected or cost savings. Such leases and contracts for service may be written for any period of time not to exceed eight (8) years, or for shorter periods with provision for renewal at the option of the City, provided that such renewal shall not cause the cumulative length to exceed the permitted length of time. Any lease or contract for service that is expected to last for more than one year shall have a stated term and shall adhere to the aforementioned maximum period.

At least 90 days prior to expiration of the term of the contract, such service shall be evaluated to determine the value received by the City. Such evaluation may consist of a cost analysis, a survey to compare the service to similar service received by other municipalities in the greater Austin area, or other means available to determine the value received against the cost of acquiring the service. At the conclusion of the evaluation, a recommendation shall be made to City Manager as to retaining the current provider under the existing or similar terms, discontinuing the service, or issuing a Request for Bids, a Request for Proposal (RFP) or a Request for Qualification (RFQ) as deemed appropriate for the service. The City Manager will make the final determination regarding whether such leases or contracts will be retained, or new requests will need to be sent out.

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 municipality and the 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 Bacons 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

PURCHASE ORDER REQUISITION

Table of Contents

DEPARTMENT:	DEPARTMENT CONTACT:	FUND-DEPARTMENT-ACCOUNT:	DATE:
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CITY OF TAYLOR
400 PORTER
TAYLOR, TX 76574

PURCHASE ORDER #:

VENDOR NAME:	SHIP TO:
VENDOR EMAIL:	
VENDOR PHONE:	
CONTACT PERSON:	

QUANTITY	DESCRIPTION & PART/MODEL #	UNIT PRICE	TOTAL

FREIGHT: _____

GRAND TOTAL: _____

REQUISITIONED BY: _____

DEPARTMENT HEAD APPROVAL: _____

NOTE: THIS REQUISITION MUST BE FILLED OUT COMPLETELY AND APPROVED BY THE DEPARTMENT DIRECTOR
FOR ALL PURCHASES OVER \$3,000.

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.



City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 12

Agenda Title: Hold a public hearing and introduce Ordinance 2022-38 regarding PZ-2022-1541 a change of zoning, on approximately 75.29 acres generally located at 14501 and 14511 US 79, from Rural/Agricultural Zoning District (R/A), Manufactured Housing Zoning District (MH), and Business Park District 2 (BP-2) to approximately 43.79 acres of Light Industrial Zoning District (M-1), and approximately 31.50 acres of Rural/Agriculture (R/A).

Council Action to be taken: Hold Public Hearing and Introduce Ordinance

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

The purpose of the rezoning to M-1 (Light Industrial) will enable the development of light industrial and heavy commercial uses on the subject property that is designated as Employment Center: Regional by the Future Land Use map within the Comprehensive Plan. The request also recognizes the existing Open Space designation on the property of approximately 31.50 acres that are inundated by the FEMA floodplain and the applicant will retain the existing R/A (Rural/Agricultural) zoning designation on this area.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The applicant pursued a change to the Future Land Use map and the subject property is now designated as Employment Center: Regional and Open Space. The applicant is now at the stage of development to request a rezoning that is consistent with the new land use designation. The proposed rezoning of the subject property is to Light Industrial (M-1) which is a district that permits uses typically defined as light industrial or heavy commercial.

On September 13, 2022, the Planning and Zoning Commission held a public hearing regarding this request. The Planning and Zoning Commission unanimously recommend approval of the Zoning Map Amendment.

2. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• The addition of an industrial site will likely provide an increase to jobs available in Taylor. • Promote the efficient use of existing infrastructure. • Increase in tax base. • Rezoning to M-1 (Light Industrial) is consistent with the Future Land Use Map.	• Will likely increase vehicular traffic along US 79.

4. RECOMMENDATION

The Planning and Zoning Commission held a public hearing on September 13, 2022, and they unanimously recommended approval of the requests to change 75.29 acres of land zoned Rural/Agricultural Zoning District (R/A), Manufactured Housing Zoning District (MH), and Business Park District 2 (BP-2) to approximately 43.79 acres of Light Industrial Zoning District (M-1), and approximately 31.50 acres of Rural/Agriculture (R/A).

5. FUNDING SOURCE

N/A

6. TIMELINE

- Planning and Zoning Commission public hearing and recommendation – September 13, 2022
- City Council public hearing and ordinance introduction – September 22, 2022
- City Council consideration of ordinance approval – October 13, 2022

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

- 12a. [Staff Report](#)
- 12b. [Letter of Intent from Applicant](#)
- 12c. [Zoning District Allocations from Applicant](#)
- 12d. [Growth Sectors Map](#)
- 12e. [Future Land Use Map](#)
- 12f. [Current Zoning Map](#)
- 12g. [Proposed Zoning Map](#)
- 12h. [Notice Area Map](#)
- 12i. [Rezoning Ordinance 2022-39](#)
- 12j. [Ordinance Exhibit A – Survey](#)
- 12k. [Ordinance Exhibit – Proposed Zoning Map](#)
- 12l. [Rezoning PowerPoint](#)

**City of Taylor
PZ-2022-1541
Zoning Map Amendment
Staff Report**

Item Details

Subject Property:	14501 and 14511 U.S. Highway 79
Total Acreage:	Approximately 75.29 acres
Legal Description:	Approximately 75.29 acres of land addressed as 14501 and 14511 US 79, more particularly described by Williamson Central Appraisal District Parcels R019338, R019992, R020101, and R020102, consisting of Lots 1-14, Block 4 and Lots 1-15, Block 5, John O. Baker Subdivision, part of and out of the H.G. Johnson Survey, Abstract No. 348, Taylor, Williamson County, Texas.
Applicant & Property Owner:	David Cersonsky, President and Owner & Timothy R. Hines, Vice President and Owner of Taylor Texas Holdings, Inc. and Highway 79 Development, Inc.)
Request:	Zoning Map Amendment to rezone the subject property from Rural/Agricultural Zoning District (R/A), Manufactured Housing Zoning District (MH), and Business Park District 2 (BP-2) to approximately 43.79 acres as Light Industrial Zoning District (M-1), and approximately 31.50 acres as Rural/Agriculture (R/A).
Case History:	This is the first public hearing of this request.

Overview of Applicant's Request & Background

The applicant has requested to convert the subject property from its existing use as residential to an industrial use. The applicant pursued a change to the Future Land Use map and the subject property is now designated as Employment Center: Regional and Open Space. The applicant is now at the stage of development to request a rezoning that is consistent with the new land use designation. The proposed rezoning of the subject property is to Light Industrial (M-1) which is a district that permits uses typically defined as light industrial or heavy commercial.

Location:

The subject property is located along U.S. Highway 79, just west of the Taylor Municipal Airport. The subject property has minimal immediate frontage to the highway as it is configured as a flag lot.

Physical and Natural Features:

The subject property gently slopes in elevation from northwest (highest) to southeast (lowest) and consists of a combination of dense creekside vegetation towards the east and southeastern property boundaries and vacant land devoid of vegetation along the north-northwestern property

boundaries. A residence and several accessory structures exist centrally to the property. Mustang Creek and several tributaries bisect the easternmost part of the subject property. This area of study by FEMA has deemed the area to have a 1% chance of flooding annually (i.e. the 100 year floodplain).

Growth Sector Designations:

The Growth Sectors Map identifies the areas in Taylor and its Extra-territorial jurisdiction (ETJ) where development and redevelopment are intended, where they should be controlled, and areas where they should be restricted. The subject property is located within the Controlled Growth Sector. The Controlled Growth Sector consist of areas that can support limited development based on proximity to an existing or planned Thoroughfare. The Controlled Growth Sector should be limited in area to nodes where infrastructure or services already exist, but these areas are not adjacent to the existing developed areas. This designation allows limited development and as such the subject property abuts existing small-scale developments to the immediate south (DaVita Taylor Dialysis), and east (United Ag & Turf, and Nyle Maxwell Car Dealership) and west (Best Western Inn and Taylor Municipal Airport) along U.S. Highway 79 which are also in the Controlled Growth Sector.

Future Land Use and Zoning Designations:

On July 12, 2022, the Planning and Zoning Commission recommended approval of a request to amend the Future Land Use designation for the subject property and on August 11, 2022, the City Council approved the applicant's request to redesignate the property as Employment Center: Regional and Open Space. The Employment Center designation is intended to develop as mixed-use areas centered around office or industrial uses that can support significant employment. Acceptable land uses should consist of retail, office, mixed use, public, and industrial.

The preserved Open Space designation is made up of environmentally sensitive areas that are protected from development in perpetuity. This includes dedicated parkland and any other conservation easement. The acreage (~31.50) kept as Open Space has been deemed as floodplain by FEMA and development within the area is discouraged.

After successfully redesignating the subject property, rezoning is the next appropriate step in the development process. The applicant's proposal for M-1 Light Manufacturing would permit the uses outlined in the City's zoning ordinance, Section 3.2 – Zoning District Use Tables. The intent is to concentrate light industrial or heavy commercial uses in areas of town that will best represent the community as well as protect the character, safety, and general welfare of the surrounding neighborhoods.

Surrounding Properties:

The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Future Land Use	Existing Land Use
North	R-1 (Single Family Residential)	Employment Center: Regional & Open Space	Vacant Land + Flood Plain

South	M-1 (Light Manufacturing), B-1 (Local Business), B-2 (General Business), BP-2 (Business Park 2), M-H (Manufactured Housing)	Area of Minimal Change	Commercial Businesses & Residences
East	M-1	Employment Center: Regional & Open Space	Taylor Municipal Airport
West	R/A (Rural/Agriculture), B-1	Area of Minimal Change	Agricultural Land

Utilities

The subject property is located within the City's service area for water and city wastewater. Currently a 16-inch water line runs along the frontage of U.S. 79 and spans the width of the subject property. A 12-inch wastewater main extends from a 24-inch line at the municipal airport and travels west through the southern portion of the subject property. Improvements to the Airport Lift Station are proposed to be added to the City's budget for fiscal year 2022-2023 as an impact fee project, pending approval from the City Council, to improve the capacity of the lift station and increase capacity in the general vicinity.

Transportation

The subject property gains access from U.S. 79 which is identified within the Transportation Plan in the Envision Taylor Comprehensive Plan as a Regional Roadway. U.S. 79 moves traffic between the City of Taylor and other communities. Additionally, the Transportation Plan has proposed a Community Boulevard within the subject property. Community Boulevards function as primary routes that connect to major areas of the city. The presence of the floodplain also calls for an addition to the proposed trail system. Trails are intended to be 10' to 12' wide and should serve both pedestrian and bicycle traffic.

Public Notification

As required by the Local Government Code and the City of Taylor Code of Ordinances, all property owners within a 200-foot radius of the subject property and within the subdivision were notified of the Zoning Map Amendment request (14 notices), a legal notice advertising the public hearing was placed in the Taylor Press on August 28, 2022.

Staff Analysis

The request for a rezoning map amendment to M-1 (Light Industrial) enables the applicant to develop the subject property for light industrial and/or heavy commercial uses such as warehousing, and various office and professional uses. Upon analyzing the request, the proposed rezoning request is considered consistent with the Future Land Use designation as Employment Center: Regional. The uses as described above would be consistent within the following policies outlined in the City's Comprehensive Plan:

- **LU4** – New development and growth should not increase the flood hazards or other risks associated with climate change in existing neighborhoods.

- The development has identified areas inundated by the FEMA flood hazard area and located all elements of the built environment outside of the studied area prone to flooding.
- **LU8** – A jobs-housing balance that supports people living and working in Taylor should be encouraged.
 - The addition of an industrial site would likely provide an increase to jobs available within Taylor.
- **LU9** – Promote development patterns that maximize the use of existing infrastructure and land use before expanding infrastructure to underdeveloped areas.
 - The applicant currently has access to water and wastewater on their property and would likely only be required to extend as needed (lateral lines to buildings).

Staff Recommendation

For the reasons stated in the staff analysis, staff recommends approval of the requested rezoning.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission is charged with reviewing all requests for rezonings and recommends to City Council either in favor of or opposition to each request. In determining a recommendation on a rezoning request, the Planning and Zoning Commission members consider the following factors:

Is the rezoning consistent with the Comprehensive Plan?

- The Future Land Use designations of Employment Center Regional and Open Space are in line with the City's desire to increase employment opportunities and industrial uses that are strategically located in areas along regional roadways (Highway 79). The area is designated as a Controlled Growth sector and as such has access to existing infrastructure and is adjacent to existing developed areas along Highway 79.

Is the rezoning compatible with the surrounding area?

- The rezoning to M-1 (Light Industrial) is compatible with the surrounding area as most of the area is comprised of vacant land, FEMA Flood Hazard area and commercial uses south of the subject property and the Taylor Municipal Airport east of the property.

Does the rezoning promote the public health, safety, or general welfare?

- The rezoning of the subject property will aim to promote public health, safety, and the general welfare. In addition, the Planning Principles and Policy Guide in the Comprehensive Plan aim to promote health, safety, and general welfare by managing growth, while promoting safe and orderly development, and such standards will be secured throughout the development process.

Is adequate infrastructure available or planned to meet the needs of the proposed land use?

- Public water and wastewater facilities are available to the subject property. Roadway infrastructure will be required to comply with the City's master transportation network and will be evaluated throughout the development process.

Do current conditions indicate that a rezoning is necessary?

- The subject property would require a rezoning to align with the Future Land Use designation as the current zoning district(s) primarily R/A (Rural Agriculture) would not be the highest and best zoning classification under the new land use designation. The M-1 zoning district will allow for a mix of commercial and light industrial land uses to occur which is consistent with the goals in the Employment Center: Regional land use category.

Attachments:

- a) Letter of Intent from Applicant
- b) Zoning District Allocations from Applicant
- c) Growth Sectors Map
- d) Future Land Use Map
- e) Current Zoning Map
- f) Proposed Zoning Map
- g) Notice Area Map
- h) Draft Ordinance
 - a. Exhibit "A," Survey
 - b. Exhibit "B," Proposed Zoning Map



August 12, 2022
PK No.: 0100

Mrs. Courtney Peres
CITY OF TAYLOR
Development Services
400 Porter Street
Taylor, Texas 76574

Re: **Stillwater 76 – Zoning Map Amendment**
Taylor, Williamson County, Texas

Dear Mrs. Peres:

The proposed site in the attached is being requested for a zoning change to Industrial. The site is approximately 75.28 acres and is currently being used for agriculture purposes. The request is being done to allow industrial buildings. There is currently an existing sanitary sewer line that runs through the site and a water line adjacent to the site. Both have capacity to serve the site. The proposed zoning advances the goals and policies of the Comprehensive Plan by allowed for aligning uses on the west side of the city that currently has industrial to the south and to the west. The site will not increase the flood hazard with the detention that is being proposed on the site and the building will have many different uses to fulfill many different tenants on the market.

There is also a request for a Traffic Impact Analysis waiver since the trips for the site based on ITA code 154 are 722 daily trips and 41 AM Peak and 52 PM Peak hour.

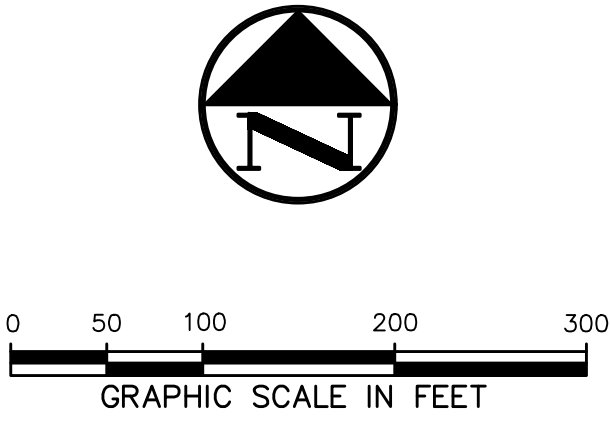
If you have any questions regarding the enclosed items or need any additional information, please call me at your convenience.

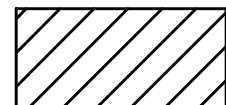
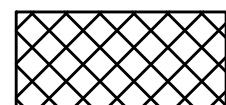
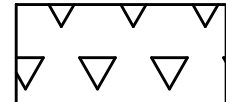
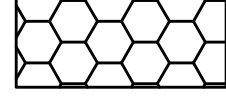
Sincerely,

A handwritten signature in blue ink, appearing to read 'Clayton J. Strolle', with a small 'x' mark next to the first name.

Clayton J. Strolle, P.E., LEED®AP

CJS
0100_Stillwater 76



-  34.948 ACRES FROM R/A TO M-1 (LIGHT MANUFACTURING)
-  31.407 ACRES FROM R/A TO R/A (OPEN SPACE/FLOODPLAIN)
-  0.097 ACRES FROM M-H TO R/A (OPEN SPACE/FLOODPLAIN)
-  7.810 ACRES FROM M-H TO M-1 (LIGHT MANUFACTURING)
-  1.028 ACRES FROM BP-2 TO M-1 (LIGHT MANUFACTURING)

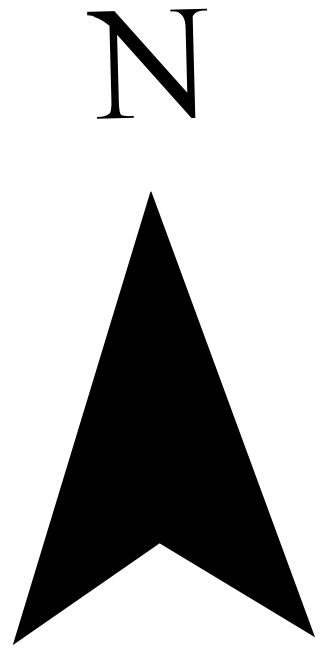
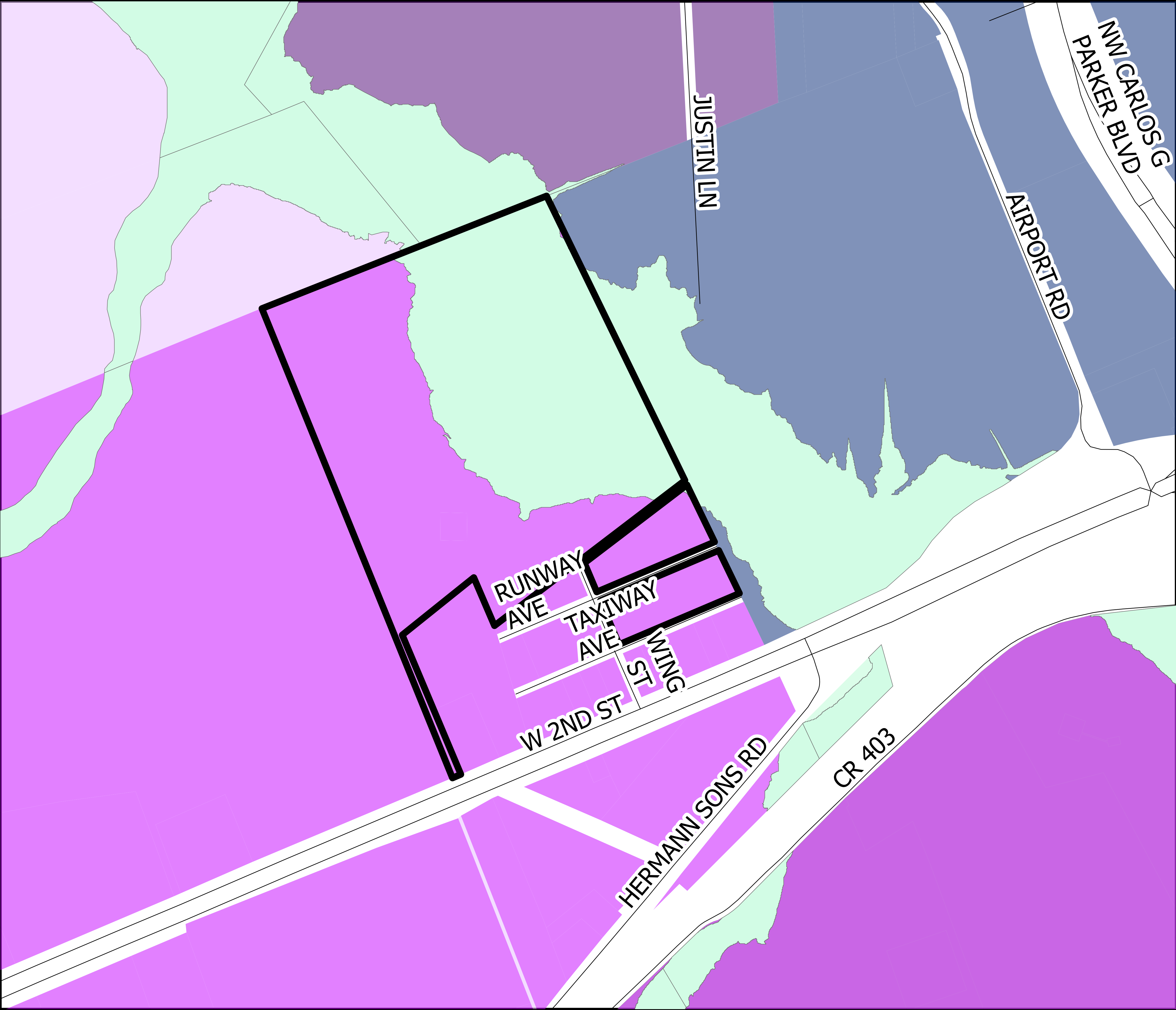
ISSUED FOR PRELIMINARY PRICING PURPOSES ONLY
(SUBJECT TO REVISION PRIOR TO CONSTRUCTION)

THESE DOCUMENTS HAVE BEEN PREPARED BY THE ENGINEER WITH THE INTENT OF COMPLYING WITH ALL CITY STANDARD REQUIREMENTS. THESE DOCUMENTS HAVE NOT BEEN APPROVED AND RELEASED FOR CONSTRUCTION BY THE CITY AS OF THIS DATE AND, THEREFORE, REVISIONS MAY BE REQUIRED PRIOR TO CONSTRUCTION. BY ANY USE OF THESE DOCUMENTS, THE USER AFFIRMS THEIR UNDERSTANDING OF THE PRELIMINARY STATUS OF THE PLANS AND THE POTENTIAL FOR REVISION PRIOR TO ANY CONSTRUCTION.

Pacheco Koch 8701 N. MOPAC EXPRESSWAY, STE. 320
AUSTIN, TX 78759 512.485.0831
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

SITE ACREAGE EXHIBIT

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
---	CJS	JUNE 2022	1"=100'			EXHB

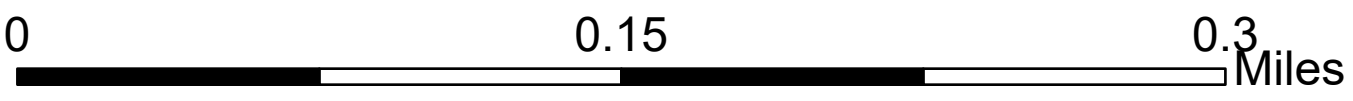


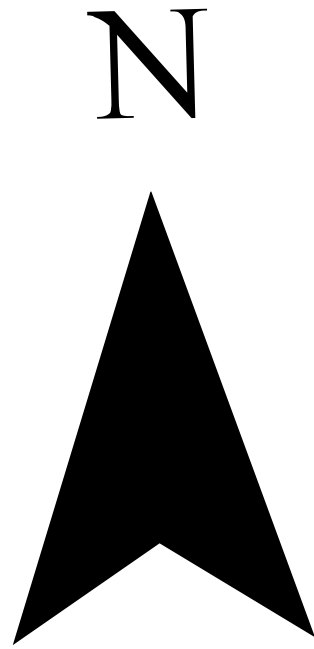
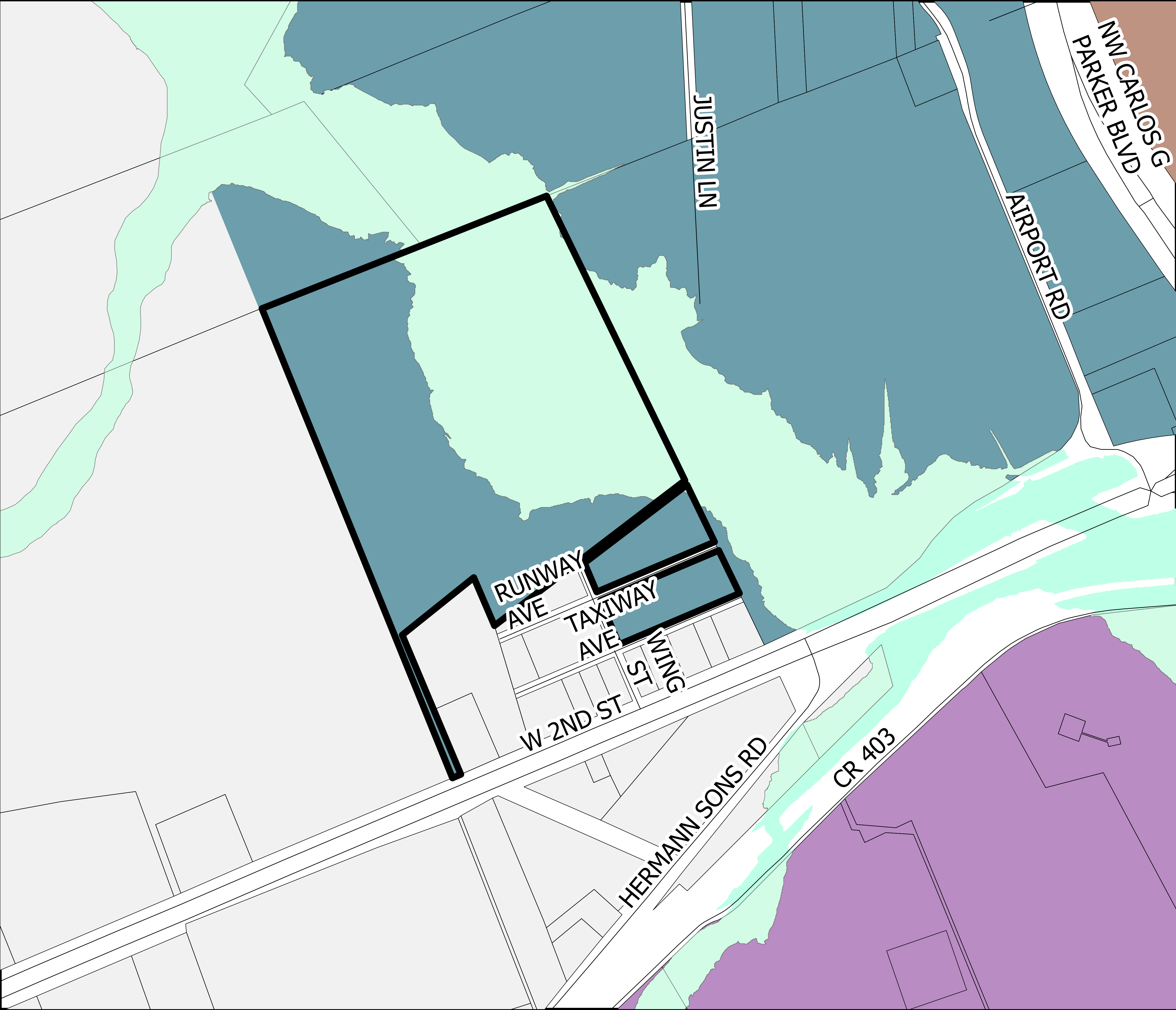
PZ-2022-1541

**Taylor Texas Holdings
Re-Zoning
Growth Sectors Map
Approximately 75.29 Acres**

Legend

- ETJ
- Subject Property
- Parcels
- Streets
- Growth Sector Map
- Sector
- Restricted Growth Sector
- Controlled Growth Sector
- Intended Growth Sector
- Infill Growth Sector
- Flood Plain



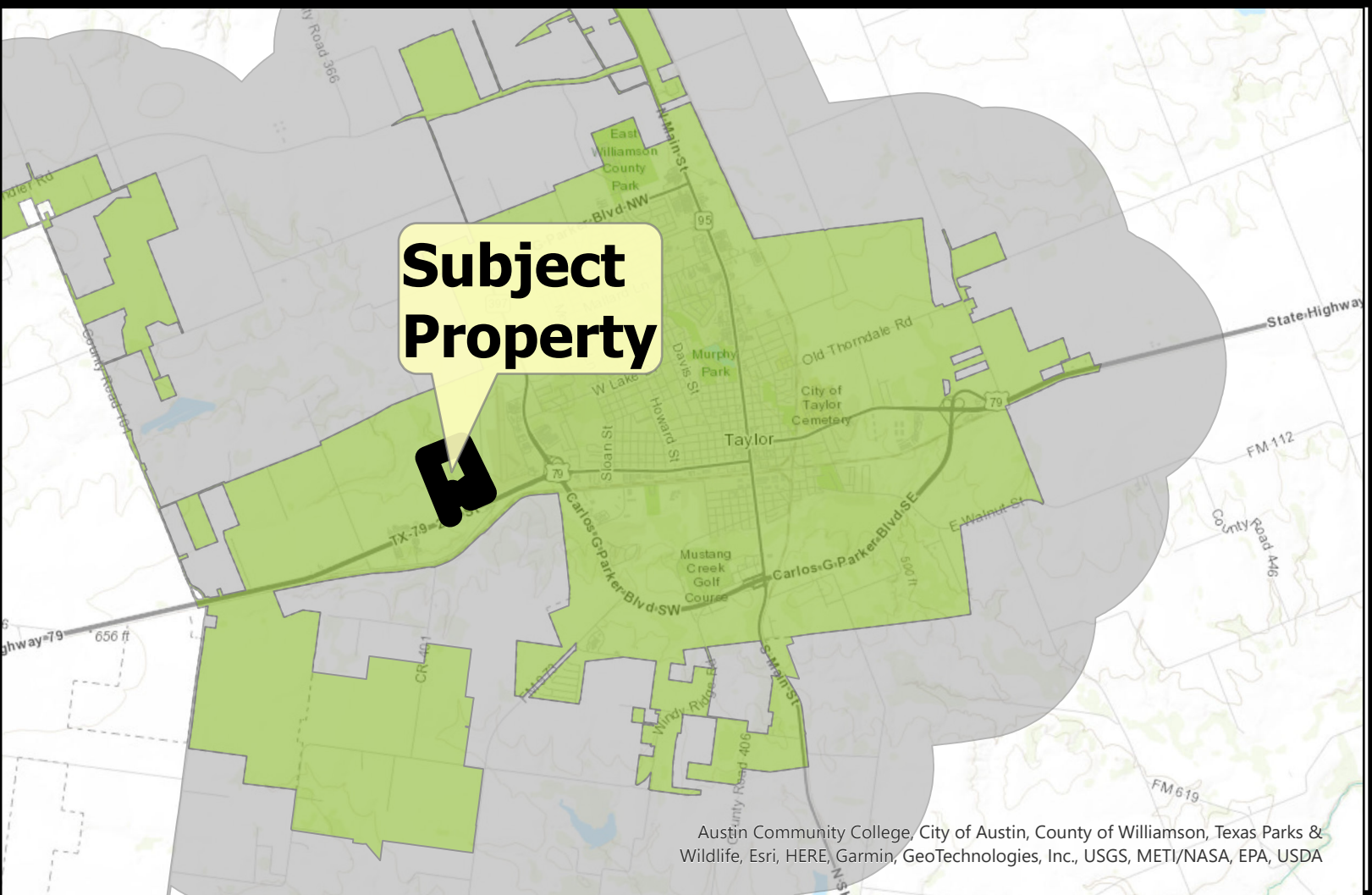


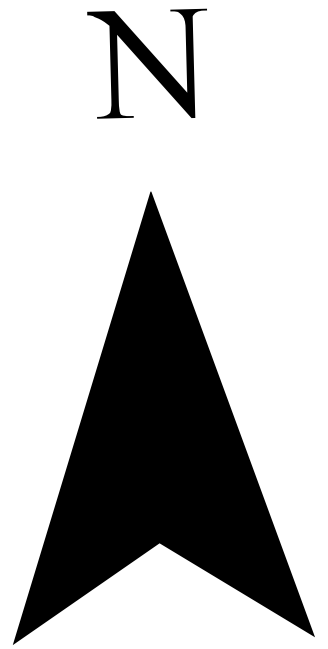
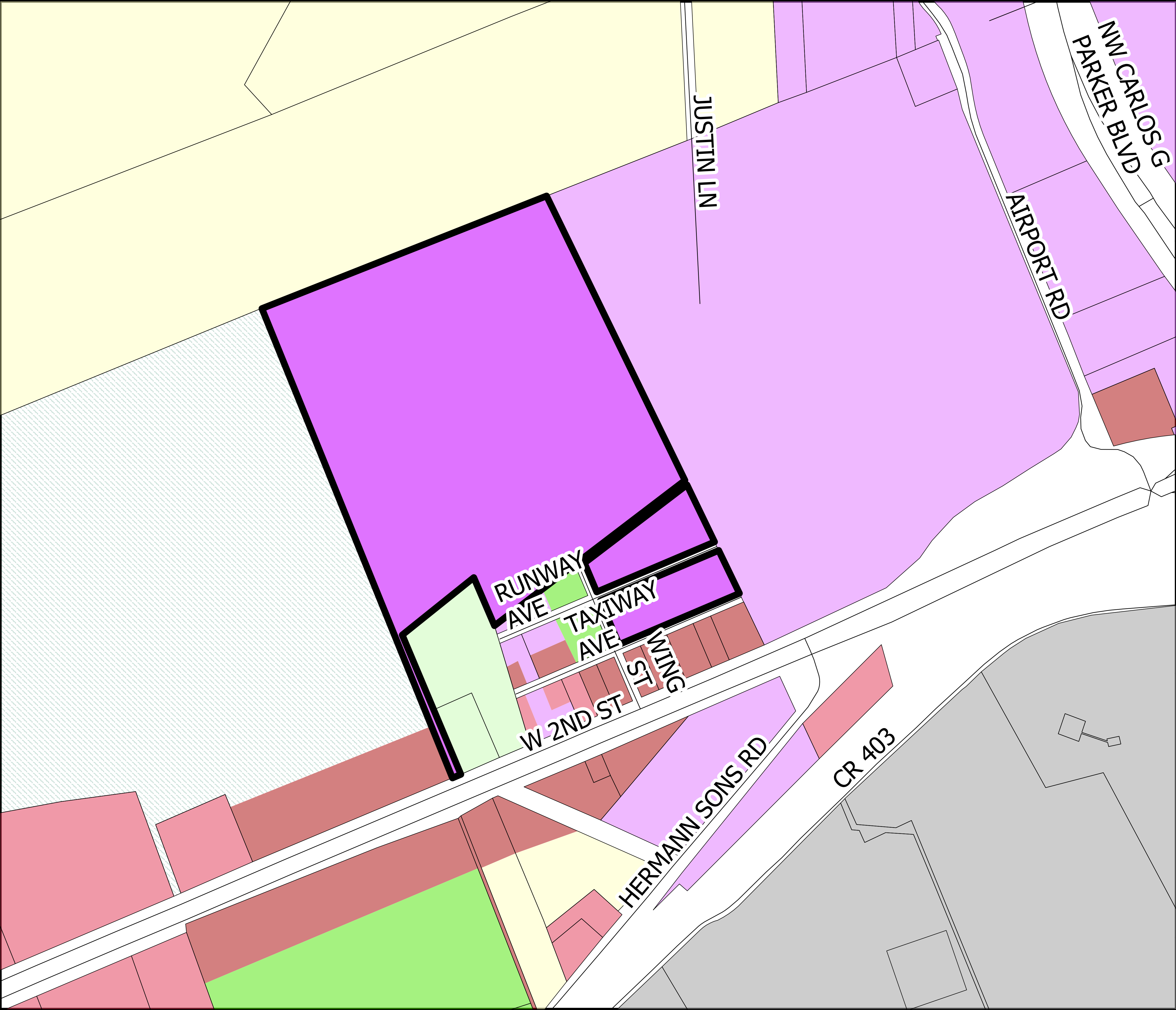
PZ-2022-1541

**Taylor Texas Holdings
Re-Zoning
Future Land Use Map
Approximately 75.29 Acres**

Legend

- ETJ
- Subject Property
- Parcels
- Streets
- Future Land Use Map**
- Land Use
 - Area of Minimal Change
 - Employment Center: Regional
 - Special Employment District
 - Market Center: Community
 - Open Space



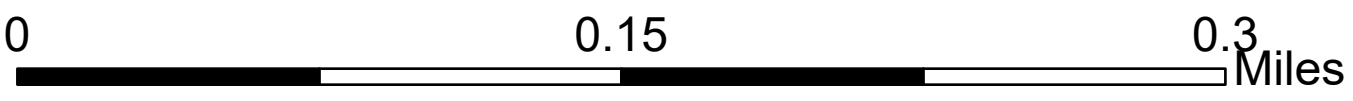


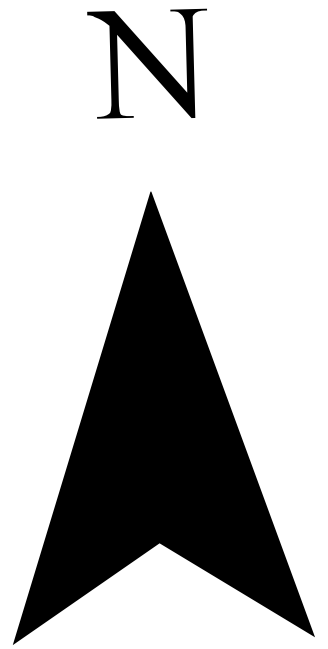
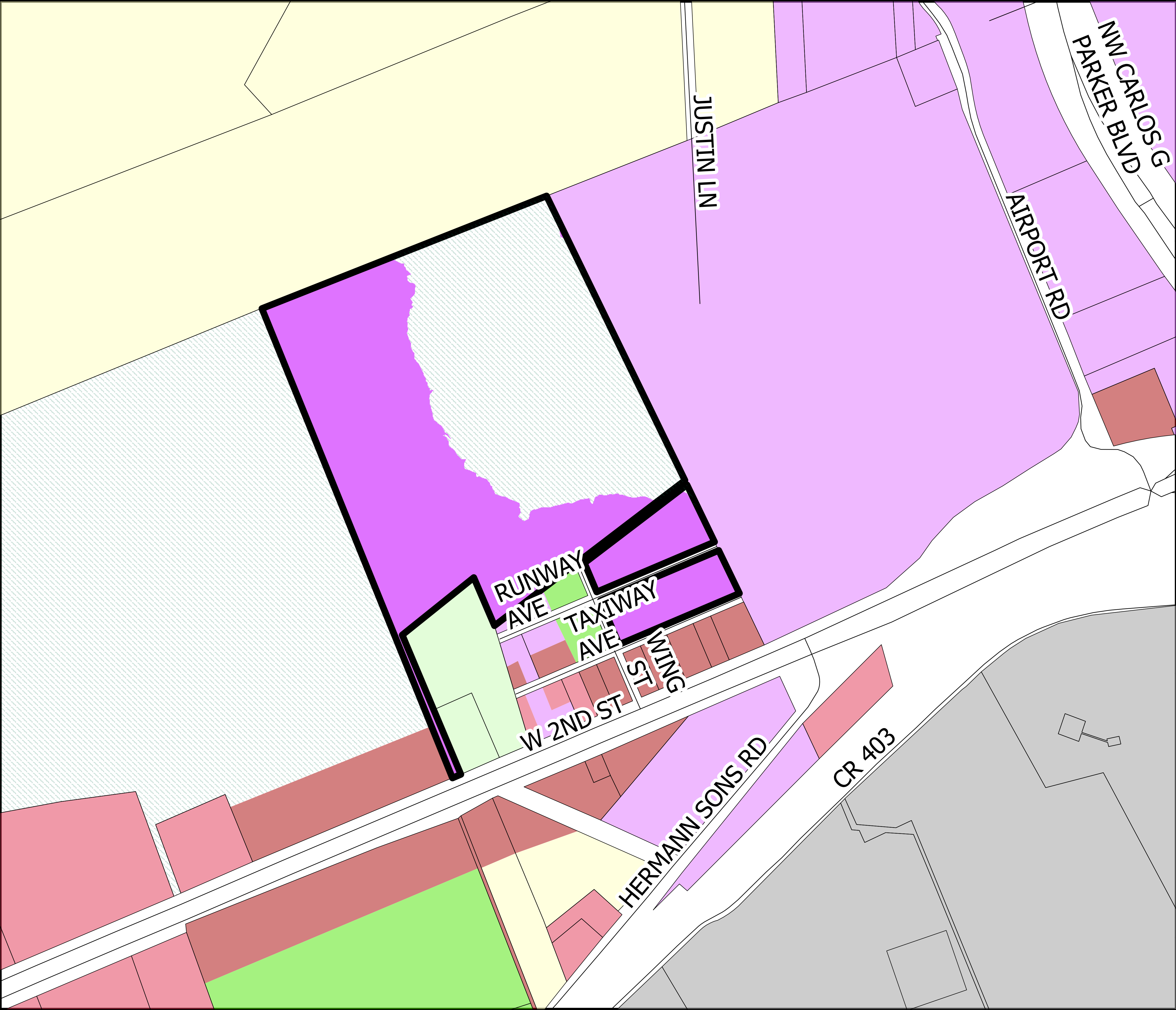
PZ-2022-1541

**Taylor Texas Holdings
Re-Zoning
Current Zoning Map
Approximately 75.29 Acres**

Legend

- | | |
|--------------------|----------------------------|
| ■ ETJ | ■ B-2 |
| ▬ Subject Property | ■ BP-2 Business Park 2 |
| □ Parcels | ■ M-1 Light Industrial |
| — Streets | ■ M-H Manufactured Housing |
| ZONING | ■ R-1 Single Family |
| ■ B-1 | ▨ R/A Rural Agriculture |



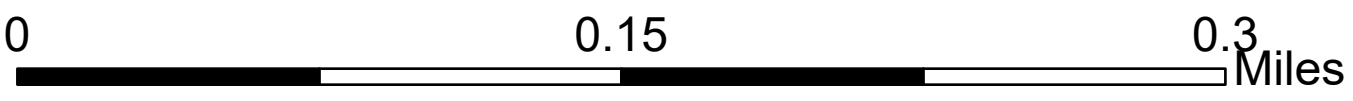


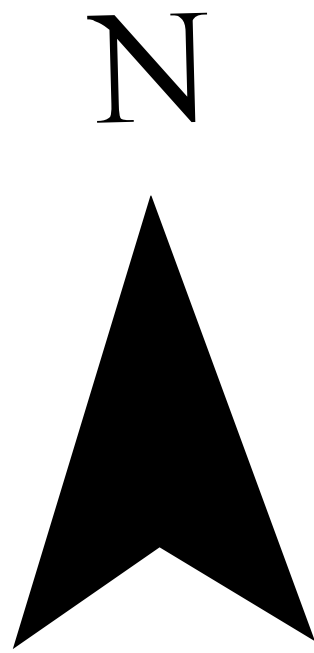
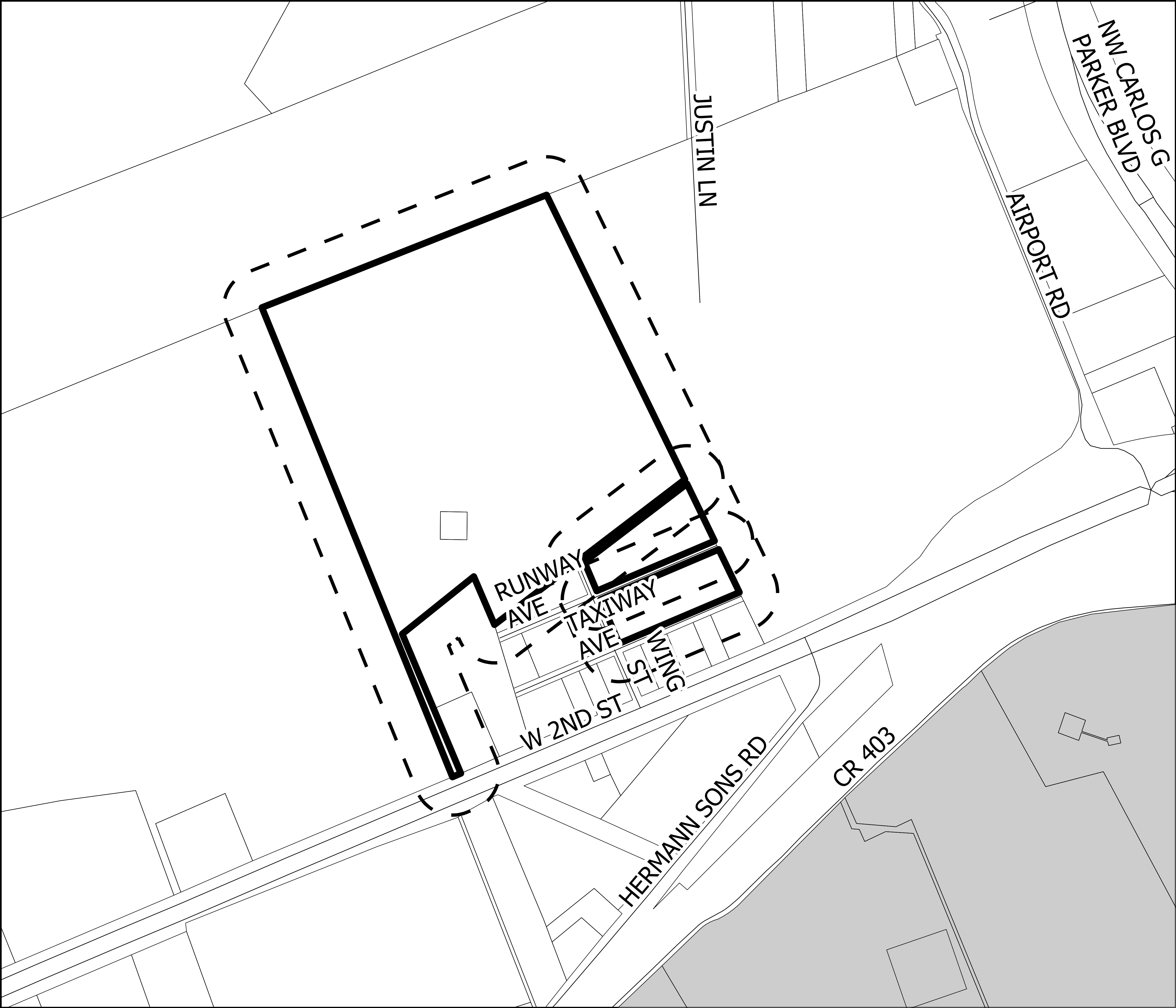
PZ-2022-1541

**Taylor Texas Holdings
Re-Zoning
Proposed Zoning Map
Approximately 75.29 Acres**

Legend

- | | |
|--------------------|----------------------------|
| ■ ETJ | ■ B-2 |
| ▬ Subject Property | ■ BP-2 Business Park 2 |
| □ Parcels | ■ M-1 Light Industrial |
| — Streets | ■ M-H Manufactured Housing |
| ZONING | ■ R-1 Single Family |
| ■ B-1 | ▨ R/A Rural Agriculture |





PZ-2022-1541

Taylor Texas Holdings
Re-Zoning
Notice Area Map
Approximately 75.29 Acres

Legend

- ETJ
- Subject Property
- 200 ft. Buffer
- Parcels
- Streets



ORDINANCE NO. 2022-38

AN ORDINANCE CHANGING THE ZONING OF PROPERTY DESCRIBED AS APPROXIMATELY 75.29 ACRES OF LAND, ADDRESSED AS 14501 AND 14511 US 79, MORE PARTICULARLY DESCRIBED BY WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCELS R019338, R019992, R020101, AND R020102, FROM RURAL/AGRICULTURAL ZONING DISTRICT (R/A), MANUFACTURED HOUSING ZONING DISTRICT (MH), AND BUSINESS PARK DISTRICT 2 (BP-2) TO APPROXIMATELY 43.79 ACRES OF LIGHT INDUSTRIAL ZONING DISTRICT (M-1), AND APPROXIMATELY 31.50 ACRES OF RURAL/AGRICULTURAL ZONING DISTRICT (R/A), LEGALLY DESCRIBED AS LOTS 1-14, BLOCK 4 AND LOTS 1-15, BLOCK 5, JOHN O. BAKER SUBDIVISION AND PART OF AND OUT OF THE H.G. JOHNSON SURVEY, ABSTRACT NO. 348, TAYLOR, WILLIAMSON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on September 22, 2022, to consider the request made by the applicant, whose property is legally described in Exhibit “A” attached hereto and incorporated by reference herein for all purposes (“Property”), to change the zoning for the Property from Rural/Agricultural Zoning District (R/A), Manufactured Housing Zoning District (MH), and Business Park District (BP-2), to approximately 43.79 acres as Light Industrial Zoning District (M-1), and approximately 31.50 acres as Rural/Agricultural Zoning District, and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on September 13, 2022, to consider the zoning request, and recommended approval of the zoning change to the City Council; and

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

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

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

SECTION 2. The zoning district of the Property is changed from Rural/Agricultural Zoning District (R/A), Manufactured Housing Zoning District (MH), and Business Park District (BP-2), to approximately 43.79 acres of Light Industrial Zoning District (M-1), and approximately 31.50 acres of Rural/Agricultural Zoning District (R/A).

SECTION 3. The Official Zoning map of the City of Taylor, Texas, is changed to show the Property zoning district changed from Rural/Agricultural Zoning District (R/A), Manufactured

Housing Zoning District (MH), and Business Park District (BP-2), to approximately 43.79 acres of Light Industrial Zoning District (M-1), and approximately 31.50 acres of Rural/Agricultural Zoning District (R/A) as shown in Exhibit “B” attached hereto for all purposes.

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

SECTION 5. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional.

SECTION 6. In accordance with Article VIII of the City Charter, Ordinance 2022-38 was introduced before the Taylor City Council on the 22nd day of September 2022.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2022.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, 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. 2022-38, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____ 2022, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____ 2022.

Dianna McLean
City Clerk

EXHIBIT A
(Legal Description)

HOLT CARSON, INCORPORATED

PROFESSIONAL LAND SURVEYORS

1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084

May 9, 2008

FIELD NOTE DESCRIPTION OF 69.28 ACRES OF LAND OUT OF THE H. G. JOHNSON SURVEY, ABSTRACT NO. 348, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN (70 ACRE) TRACT OF LAND AS CONVEYED TO THOMAS W. SCHOENROCK AND JOYCE Y. SCHOENROCK, AS TRUSTEES FOR THE THOMAS W. SCHOENROCK AND JOYCE Y. SCHOENROCK REVOCABLE LIVING TRUST, BY DEED RECORDED IN DOCUMENT NO. 2005013781 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3" iron pipe found at the occupied Northwest corner of the H.G. Thompson Survey, Abstract No. 348 in Williamson County, Texas, same being an angle corner of that certain (290.77 acre) tract of land as conveyed to Prewitt Farms, Ltd. by deed recorded in Document No. 2007076169 of the Official Public Records of Williamson County, Texas, also being the Northwest corner of that certain (143.18 acre) tract of land as conveyed to Adolph Schoenrock by deed recorded in Volume 217, Page 512 of the Deed Records of Williamson County, Texas, and also being the Northwest corner of that certain (70 acre) tract of land as conveyed to Thomas W. Schoenrock and Joyce Y. Schoenrock, as trustees for the Thomas W. Schoenrock and Joyce Y. Schoenrock Revocable Living Trust by deed recorded in Document No. 2005013781 of the Official Public Records of Williamson County, Texas and the **PLACE OF BEGINNING** of the herein described tract.;

THENCE with the North line of said Schoenrock (143.18 acre) tract, same being the North line of said Schoenrock (70 acre) tract, **N 71 deg. 11'13" E 1600.88 ft.** to a 1" axle found at the base of an old cedar fence post, at the Northwest corner of that certain (120.355 acre) tract of land as conveyed to the City of Taylor by deed recorded in Volume 325, Page 284 of the Deed Records of Williamson County, Texas, same being the Northeast corner of said Schoenrock (143.18 acre) tract, also being the Northeast corner of said Schoenrock (70 acre) tract and the Northeast corner of the herein described;

THENCE with an East line of said Schoenrock (143.18 acre) tract and said Schoenrock (70 acre) tract, **S 23 deg. 20'00" E 1653.72 ft.** to a ½" iron rod set with a plastic cap imprinted "Holt Carson, Inc." at a Southeast angle corner of said Schoenrock (70 acre) tract, same being the Northeast corner of the John O. Baker Subdivision of part of the H.G. Johnson Survey, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet A, Slide 289 of the Plat Records of Williamson County, Texas, from which a concrete monument found in the North right-of-way line of U.S. Highway No. 79 at the Southeast corner of said John O. Baker Subdivision bears, **S 23 deg. 08'51" E 958.00 ft.**;

THENCE with the North line of said John O. Baker Subdivision, same being a South line of said Schoenrock (70 acre) tract, **S 55 deg. 13'22" W 1255.80 ft.** to a thin wall ½" iron pipe found at the Northwest corner of said John O. Baker Subdivision, same being an angle corner in the East line of Lot 2, Amended Plat of the Amanda's Commercial Subdivision to the City of Taylor, Williamson County, Texas, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet EE, Slide 12 of the Plat Records of Williamson County, Texas, from which a ½" iron pipe found in the North right-of-way line of U.S. Highway No. 79 at the Southwest corner of said John O. Baker Subdivision, same being the Southeast corner of said Lot 2, Amended Plat of the Amanda's Commercial Subdivision bears, **S 14 deg. 03'15" E 649.51 ft.**;

THENCE leaving the Northwest corner of said John O. Baker Subdivision with the East line of said Lot 2, Amended Plat of the Amanda's Commercial Subdivision, same being a West line of said Schoenrock (70 acre) tract, **N 23 deg. 17'44" W 266.66 ft.** to a thin wall ½" iron pipe found at the base of an old cedar fence post;

EXHIBIT A

THENCE with the North line of said Lot 2, Amended Plat of the Amanda's Commercial Subdivision, same being a Southerly line of said Schoenrock (70 acre) tract, **S 55 deg. 16'00"W 478.04 ft.** to a 3/4" iron rod set at the Northwest corner of said Lot 2, Amended Plat of the Amanda's Commercial Subdivision, same being an interior angle corner of said Schoenrock (70 acre) tract;

THENCE with the West line of said Lot 2, Amended Plat of the Amanda's Commercial Subdivision, **S 19 deg. 09'00" E** passing a 1/2" iron rod with a plastic cap imprinted RPLS 1433 at a distance of 436.40 ft. for the Northwest corner of Lot 1, same being the Southwest corner of Lot 2, both of the Amended Plat of the Amanda's Commercial Subdivision, continuing along said bearing for a total distance of **793.81 ft.** to a 1/2" iron rod set with a plastic cap imprinted "Holt Carson, Inc." in the North right-of-way line of U.S. Highway No. 79, same being a point in an Easterly line of said Schoenrock (70 acre) tract, for the most Southerly Southeast corner of the herein described tract, from which a 1/2" iron rod found with a plastic cap imprinted "RPLS 1433" at the Southwest corner of said Lot 1, Amended Plat of the Amanda's Commercial Subdivision bears, **S 19 deg. 09'00" E 2.59 ft.**, again from said 1/2" iron rod set with plastic cap imprinted "Holt Carson, Inc." a 3/8" iron rod found in the South right-of-way line of U.S. Highway No. 79 at the Northwest corner of that certain (4.61 acre) tract of land as conveyed to the Thomas & Grace Maxwell Family Partnership, LP by deed recorded in Document No. 2000038024 of the Official Public Records of Williamson County, Texas, same being the Northeast corner of that certain (0.60 acre) tract of land as conveyed to Anthony S. Smith by deed recorded in Document No. 1997033862 of the Official Public Records of Williamson County, Texas, bears, **S 18 deg. 52'38" E 200.39 ft.** and from said 3/8" iron rod found a 3/8" iron rod found at the Southwest corner of said Smith (0.60 acre) tract bears, **S 19 deg. 28'47" E 1068.07 ft.**;

THENCE with the North right-of-way line of U.S. Highway No. 79, **S 69 deg. 35'00" W 20.00 ft.** to a 1/2" iron rod set with a plastic cap imprinted "Holt Carson, Inc." on or near the West line of said Schoenrock (143.18 acre) tract, same being on or near the West line of said Schoenrock (70 acre) tract for the Southwest corner of the herein described tract, from which a 1/2" iron rod found in the South right-of-way line of U.S. Highway No. 79, at the Northwest corner of said Smith (0.60 acre) tract bears, **S 18 deg. 20'02" E 200.34 ft.**, and from said 1/2" iron rod found a 1/2" iron pipe found on or near the West line of said Schoenrock (143.18 acre) tract, same being the on or near the West line of said Schoenrock (70 acre) tract, bears, **S 19 deg. 23'31" E 1079.05 ft.**;

THENCE leaving the North right-of-way line of U.S. Highway No. 79 with the West line of said Schoenrock (143.18 acre) tract, same being the West line of said Schoenrock (70 acre) tract which deviates from the East line of said Prewitt Farms, Ltd. (290.77 acre) tract the following three (3) courses:

- 1.) **N 19 deg. 01'20" W 2170.67 ft.** to a 1/2" iron rod set with a plastic cap imprinted "Holt Carson, Inc.";
- 2.) **S 71 deg. 11'13" W 13.00 ft.** to a 1/2" iron rod set with a plastic cap imprinted "Holt Carson, Inc.";
- 3.) **N 19 deg. 39'00" W 483.00 ft.** to the **PLACE OF BEGINNING** containing **69.28 acres** of land.

SURVEYED: May 9th, 2008

Holt Carson
Holt Carson

Registered Professional Land Surveyor No. 5166



see accompanying map: B 817002

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2008053881

Nancy E. Rister

07/10/2008 11:04 AM

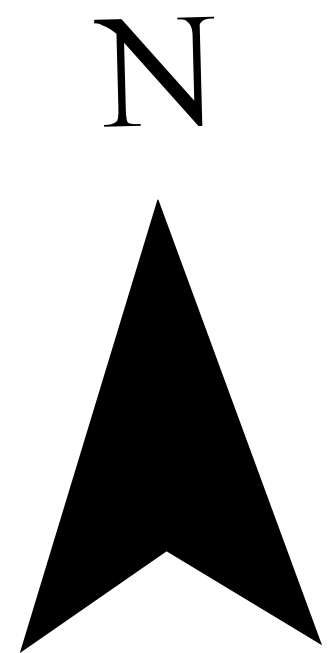
SURRATT \$32.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

Exhibit A (Page 2)

A tract of land described as Lots One (1) to Fourteen (14), both inclusive, in block Four (4); and Lots One (1) to Fifteen (15), both inclusive, in block Five (5), of the John O. Baker Subdivision of 23.42 acres out of the H.B. Johnson Survey, Abstract No. 348, in Williamson County, Texas as recorded in Book 2, Page 135, Plat Records of Williamson County, Texas, filed February 19, 1959, SUBJECT to all valid easements and restrictions of record, and being the same property described as Lots One (1) to Fourteen (14), both inclusive, in block Four (4); and Lots One (1) to Fifteen (15), both inclusive, in block Five (5), of the John O. Baker Subdivision, a subdivision in the City of Taylor, Williamson County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 289, Plat Records, Williamson County, Texas; together with all the Seller's right, title, and interest in all appurtenances including, but not limited to, strips between the above described property and abutting properties and in any street, highway, alley, easement or right-of-way, existing or proposed on or adjacent to the described real property.

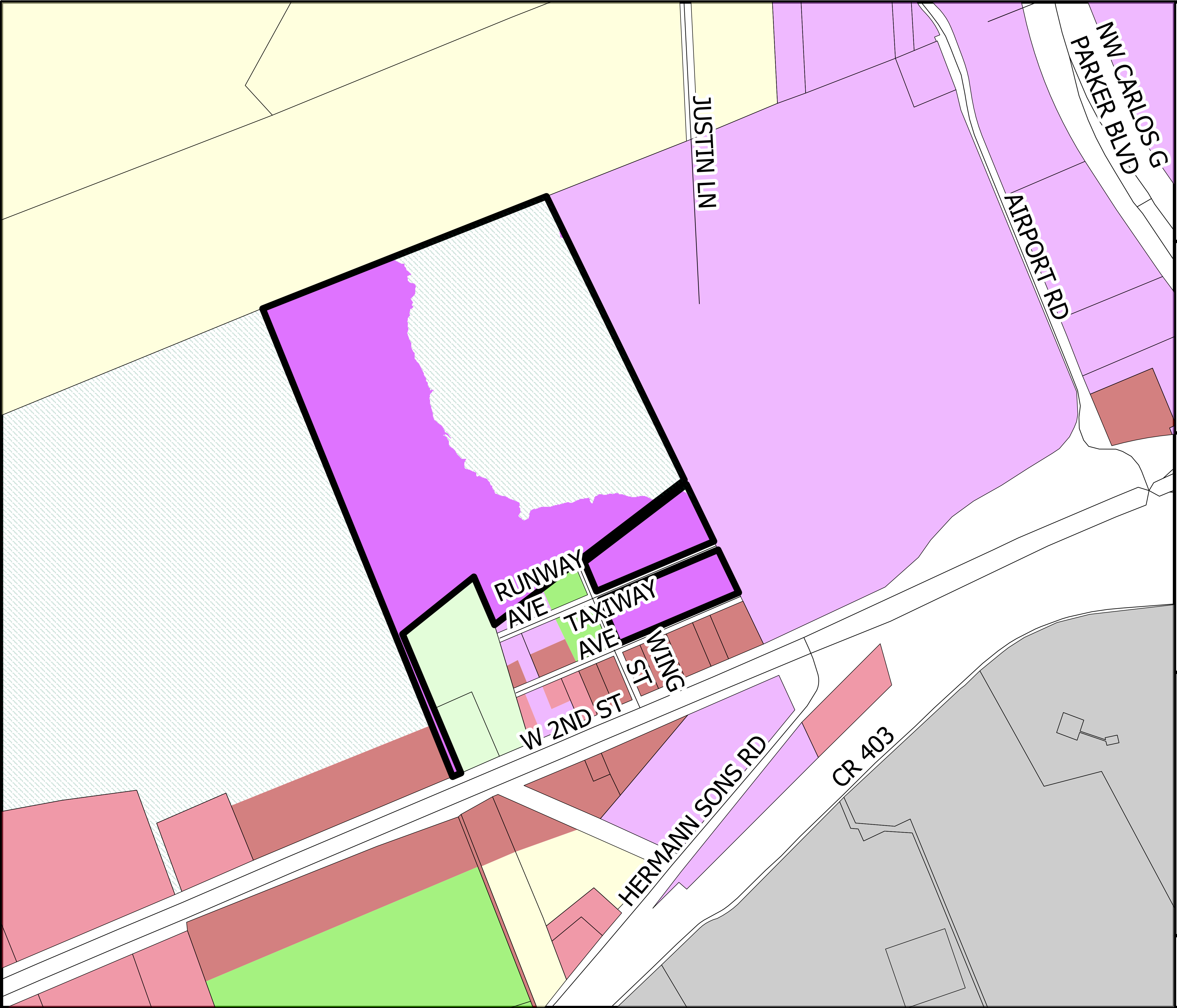


PZ-2022-1541

**Taylor Texas Holdings
Re-Zoning
Proposed Zoning Map
Approximately 75.29 Acres**

Legend

- | | |
|--------------------|----------------------------|
| ■ ETJ | ■ B-2 |
| ▬ Subject Property | ■ BP-2 Business Park 2 |
| □ Parcels | ■ M-1 Light Industrial |
| — Streets | ■ M-H Manufactured Housing |
| ZONING | ■ R-1 Single Family |
| ■ B-1 | ▨ R/A Rural Agriculture |



City of Taylor City Council Meeting

September 22, 2022



PZ-2022-1541

Zoning Map Amendment
Taylor Texas Holdings

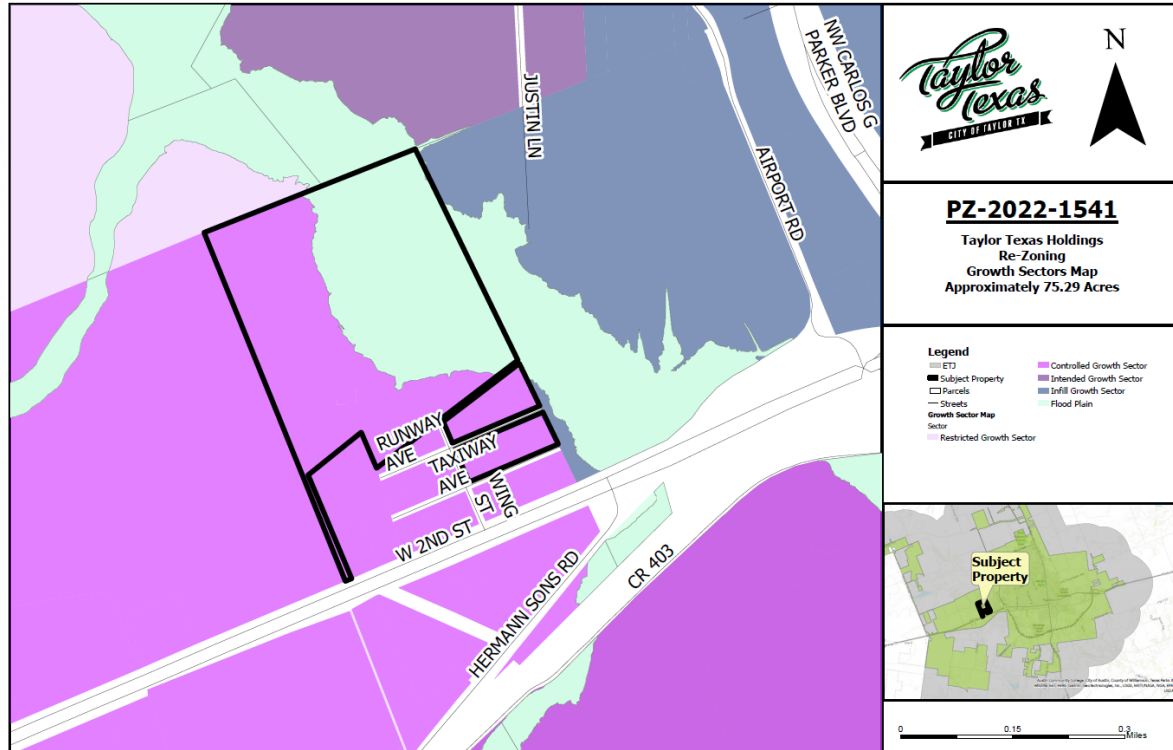
Location Map

Address: 14501 and 14511 US 79

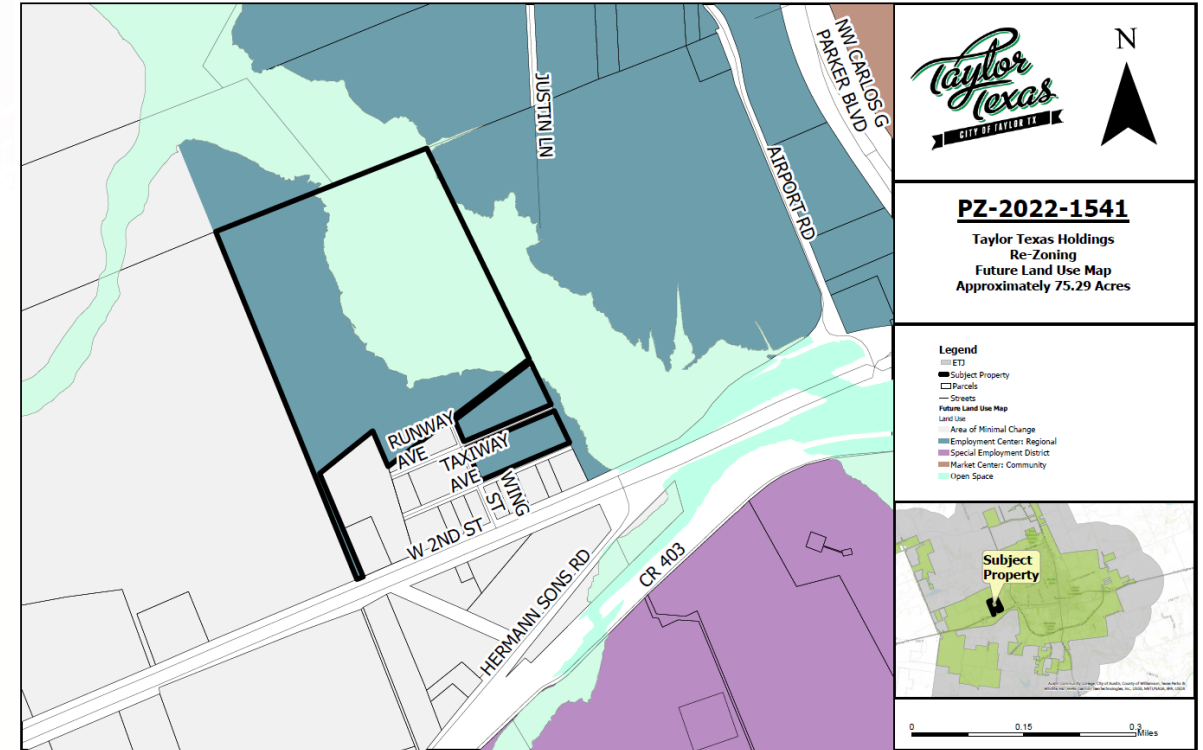
Acreage: ~75.29 acres



Growth Sectors & Future Land Use Maps

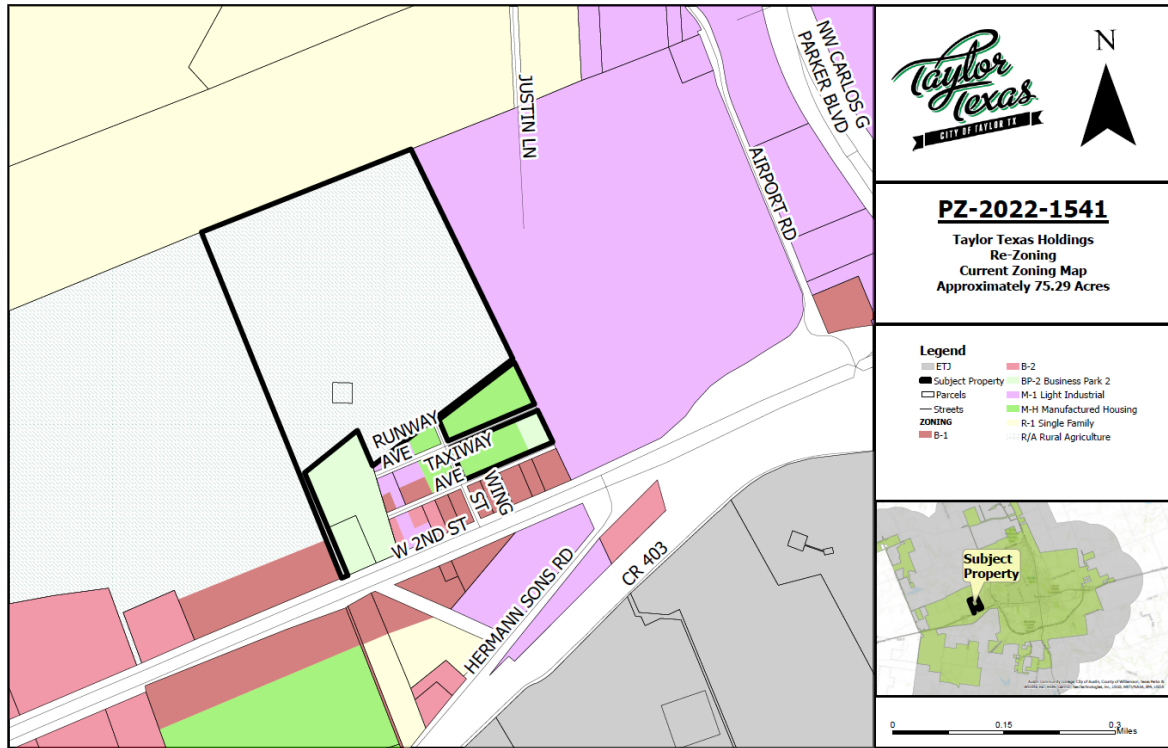


Controlled Growth Sector

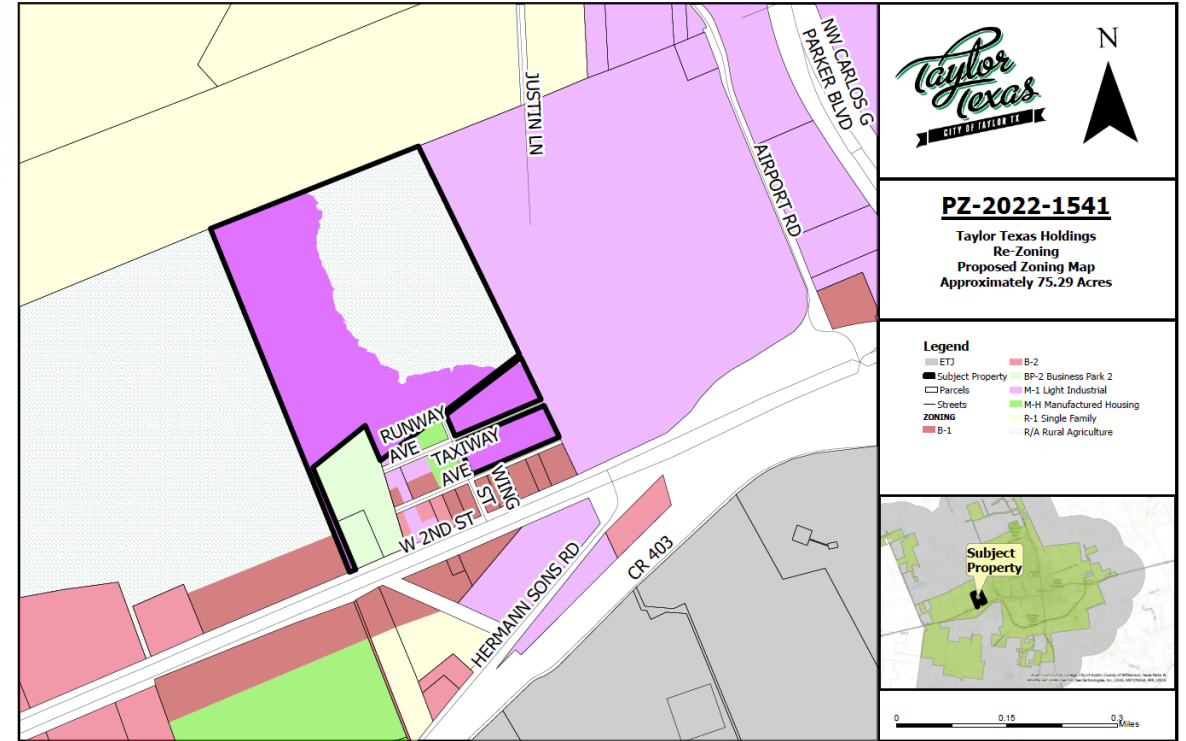


Employment Center: Regional

Current & Proposed Zoning Maps



Rural/Agricultural (R/A), Manufactured Housing (MH),
and Business Park District 2 (BP-2)



Light Industrial (M-1) and Rural/Agricultural (R/A)

Proposed: approximately 43.79 acres to Light Industrial (M-1) and approximately 31.50 acres as Rural/Agricultural

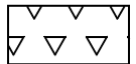
Proposed: approximately 43.79 acres to Light Industrial (M-1) and approximately 31.50 acres as Rural/Agricultural



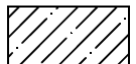
34.948 ACRES FROM R/A TO M-1 (LIGHT MANUFACTURING)



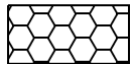
31.407 ACRES FROM R/A TO R/A (OPEN SPACE/FLOODPLAIN)



0.097 ACRES FROM M-H TO R/A (OPEN SPACE/FLOODPLAIN)



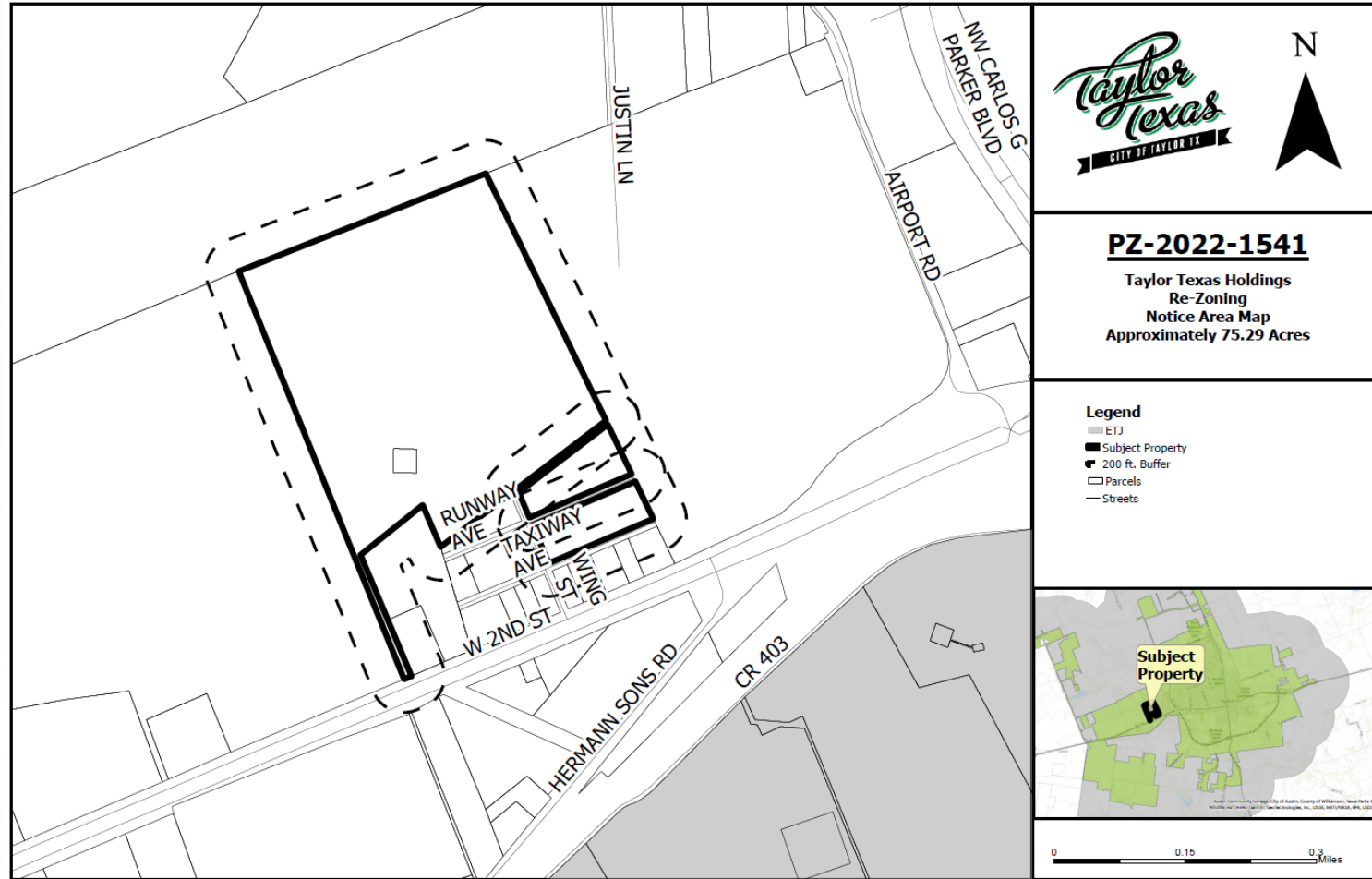
7.810 ACRES FROM M-H TO M-1 (LIGHT MANUFACTURING)



1.028 ACRES FROM BP-2 TO M-1 (LIGHT MANUFACTURING)



Notice Area Map



- 14 notices were sent out to adjacent property owners within 200 ft. of the subject property and public entities.
- Staff received 0 responses from the notified parties.

Staff Recommendation

Staff recommends approval of the proposed Zoning Map Amendment request as it meets the intent of the Comprehensive Plan.



City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 13
Agenda Title: Introduce Ordinance 2022-41,
modifying portions of the Food
Sanitation Regulations

Council Action to be taken: Introduce Ordinance

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

Introduce updated ordinance on Food Sanitation Regulations.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Staff was contacted by Lori Murphy, Environmental Health Director for the Health District, about a possible modification to the City code, specifically contained within Ordinance 2003-14 regulating food sanitation regulations.

The ordinance for the City of Taylor has one area within the ordinance the Health District would like Council to consider modifying.

Section 8 first talks about the guidelines for enforcement of rules in an establishment that earns more than thirty (30) demerits on multiple inspections during a twelve (12) month period. In the first bullet point it talks about First failure:

- First failure- After first failure, a follow up inspection will occur within (two) working days of the failed inspection. If a failure occurs on the follow-up inspection, an “Unsatisfactory” placard shall be posted on the front door or window and shall not be covered from sight, defiled, or removed until an inspection is performed earning thirty (30) or fewer demerits.

The District has requested we change this policy similar to this:

- First failure. “UNSATISFACTORY” placard shall be posted on front door or window and shall not be covered from sight, defiled, or removed until an

inspection is performed earning thirty (30) or fewer demerits. The follow-up inspection will occur within (two) working days of the failed inspection.

The change would state on the first failure that the placard be placed on the facility. A couple of reasons for this requested change are the following:

- This would be consistent with other Williamson County communities as Georgetown, Leander, Cedar Park, Round Rock and Hutto require posting the placard after the first failure.
- This “placard-while-open” procedure assures that the business can remain open despite the single bad day’s performance, but that immunocompromised customers who may choose to dine there before the reassessment are able to make an informed decision to protect their own health.
- The 1st time failing notice is required to notify their customers via a placard that their conditions are currently “unsatisfactory”. WCCHD comes back within 2 days to reinspect and will remove the sign when the business passes the reinspection.
- The Taylor ordinance follows, after the first step, the other ordinances on enforcement and would not need other modifications.

At the September 8th City Council meeting Council gave direction to move forward with making modifications to the posting of the placard on the first unsatisfactory inspection and changing the references to the state code within the ordinance, as this state code has been moved from the 25 TAC Section 229 to 25 TAC Section 228.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Consistency with the rules in the rest of the County • Allows business to remain open, but gives notice to customers with immunocompromised conditions	• NA

4. RECOMMENDATION

Introduce the ordinance.

5. FUNDING SOURCE

NA

6. TIMELINE

Introduce ordinance on September 22nd

Final reading October 13th

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

NA

8. ATTACHMENTS

13a. [2003-14 Ordinance current ordinance](#)

13b. [Draft Ord 2022-41](#)

ORDINANCE NO. 2003-14

FOOD SANITATION REGULATIONS

AN ORDINANCE REGARDING THE REGULATION OF FOOD ESTABLISHMENTS INCLUDING FOOD SERVICE ESTABLISHMENTS; RETAIL FOOD STORES; TEMPORARY FOOD ESTABLISHMENTS; MOBILE FOOD UNITS; AND ROADSIDE FOOD VENDORS, PROVIDING A REAPLER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE, EXCEPT WHERE A DIFFERENT PENALTY HAS BEEN ESTABLISHED BY STATE LAW FOR SUCH OFFENSE, OR FOR ANY VIOLATION OF ANY PROVISION WHICH GOVERNS PUBLIC HEALTH OR SANITATION WHICH SHALL BE PUNISHED BY PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND PROVIDE FOR PUBLICATION

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

SECTION 1. ADOPTION OF TEXAS FOOD ESTABLISHMENT RULES AND DEFINITIONS

The City of Taylor adopts by reference the provisions of the current rules or rules as amended by the Texas Board of Health found in 25 Texas Administrative Code, Chapter 229, Sections 161 through 171 and Sections 173 through 175 regarding the regulation of food establishment in this jurisdiction.

The words “authorized agent or employee” mean the designated employees of the regulatory authority.

The words “City Council” mean the Taylor City Council.

The words “food establishment” mean an operation that stores, prepares, packages, serves, or otherwise provides food for human consumption such as a: food service establishment, retail food store, catering operation, institution, temporary food establishment, mobile food unit, and/or a roadside food vendor

The words “food handler” mean any person in a food establishment who handles food or drink during preparation or serving; or who comes in contact with any eating or cooking utensils; or who is employed in an area where food or drink is prepared, served, transferred, stored, packed, sold, or otherwise handled.

The words “health official” mean the authorized representative of the Williamson County and Cities Health District (WCCHD).

The words “state laws and rules” mean the state laws found in Chapter 437 of the Texas Health and Safety Code and the state rules found at 25 Texas Administrative Code Chapter 229, Sections 161 through 171 and Sections 173 through 175.

The words “regulatory authority” mean the WCCHD.

The words “working days” mean the days that WCCHD is open to conduct business with the public.

SECTION 2. PERMITS

A person may not operate a food establishment without a permit issued by WCCHD. Permits are not transferable from one person to another or from one location to another location, except as otherwise permitted by this ordinance. All permits expire on December 31 each year. A valid permit must be posted in or on every food establishment regulated by this ordinance.

SECTION 3. APPLICATION FOR PERMIT AND FEES

Any person desiring to operate a food establishment must make a written application for a permit on forms provided by WCCHD. The application must contain the name and address of each applicant, the location and type of the proposed food establishment and the applicable fee. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required may result in denial or revocation of the permit. Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit.

Prior to the approval of an initial permit or the renewal of an existing permit, WCCHD shall inspect the proposed food establishment to determine compliance with state laws and rules. A food establishment that does not comply with state laws and rules may be denied a permit or the renewal of a permit.

The following fee schedule applies to permits issued under this ordinance:

FOOD ESTABLISHMENTS:

<u>NO. OF EMPLOYEES</u>	<u>FEES</u>
1 – 15	\$150.00
6 – 30	\$250.00
31 +	\$300.00
½ of application fee due after June 30	

ADDITIONAL INSPECTION FEES:

\$75.00 – each additional inspection increases by \$25.00 and is cumulative

DAYCARES:

<u>LICENSED NO. OF CHILDREN</u>	<u>FEES</u>
13 – 40	\$150.00
41 – 100	\$250.00
101 +	\$300.00

MOBILE FOOD UNITS:

1 st Unit	\$100.00
Each Additional	\$ 75.00

SANITATION INSPECTION:

Includes daycares with fewer than thirteen (13) children, daycares with more than twelve (12) children but no food preparation, foster/adoptive homes -- \$60.00

FOOD HANDLER CLASSES:

\$10.00 – One year card (all new employees & Train the Trainer)

\$15.00 – Two year card

REMOTE CLASS, new establishments:

\$50.00 + card fee per person

(between :9:00 am and 4:00 pm Monday through Friday,
minimum fifty (50) students)

TRAIN THE TRAINER CLASS: \$25.00

TRAIN THE TRAINER VIDEO: \$25.00

SEASONAL PERMITS : Valid for six months - \$60.00

CHANGE OF NAME / OWNERSHIP: \$25.00

ESTABLISHMENT PLAN REVIEW:

\$125.00 - includes actual plan review and two pre-opening inspections

\$ 60.00 – each additional pre-opening inspection

PERMIT REINSTATEMENT FEE AFTER SUSPENSION: \$100.00

SECTION 4. REVIEW OF PLANS

Whenever a food establishment is constructed or extensively remodeled and whenever an existing structure is converted to use as a food establishment, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to WCCHD for review before work is begun. Extensive remodeling means that twenty (20) percent or greater of the area of the food establishment is to be remodeled. The plans and specifications shall indicate the proposed layout, equipment arrangement, mechanical plans and construction of materials of work areas, and the type and model of proposed fixed equipment and facilities. The plans and specifications will be approved by WCCHD if they meet the requirements of the rules adopted by this ordinance. The approved plans and specifications must be followed in construction, remodeling or conversion.

SECTION 5. REGISTRATION OF FOOD HANDLERS

It shall hereafter be unlawful for any person operating any food establishment, to work or employ a food handler until such food handler has received a food handler's registration certificate from the WCCHD that is valid during the time of such employment.

1. Issuance of registration certificates and payment of fees – WCCHD shall issue food handler's registration certificates to food handlers who attend a food handler's class offered

throughout the county, or who satisfactorily pass a test from a “trainer” that became certified through this office.

2. Education and examination of applicant – No food handler’s registration card shall be issued by WCCHD to any person required by law or by this article to have or exhibit such certificate until the applicant shall have met the following requirements:
 - a. Complete a class in basic food sanitation. The schedule, time and location of class sites will be announced by the Director, Environmental Division, WCCHD. The primary emphasis of this orientation will be directed toward the food workers’ sanitation practices and behavior when working in a food establishment. It will be the responsibility of the person in charge of the food establishment to ensure that safe food practices are in use at all times.
 - b. Complete a “train the trainer” class. Food establishments who wish to train their own food handlers may do so after meeting the following conditions:
 - A food establishment employee must complete a two (2) hour “train the trainer” class. They may then train their own employees on site and administer the test supplied by WCCHD to their employees, or
 - A food establishment employee who is certified to TEACH the Texas state certified Food Protection Management class must submit an outline of the class they will be teaching and a copy of the test to be given the employees after the class is completed at their site.
 - c. WCCHD reserves the right to suspend this option as a method for obtaining food handler cards
3. Display of food handler cards – Upon completion of the prescribed orientation and the necessary administrative processing, each individual will be issued a food handler’s card that will be posted at the place of employment in a location readily accessible to the health official for verification.
4. Managers and supervisory personnel – Managers, assistant managers, and shift supervisors who have completed the Texas state certified Food Protection Managers course will not be required to obtain a food handler’s card from WCCHD, but must post their certification from the state with the employee’s cards.

Issuance and effective period of food handler’s cards – After the above has been accomplished, the applicant shall thereupon be issued a food handler’s registration certificate by WCCHD, which shall be valid for the time period stipulated on the certificate.

SECTION 6. SUSPENSION OF A PERMIT

WCCHD may, without warning, notice, or hearing suspend any permit to operate a food establishment if the operation of the food establishment constitutes an imminent hazard to public health. Suspension is effective upon service of the notice in writing to the person in charge. When a permit is suspended, food operations shall immediately cease. Whenever a permit is suspended,

the holder of the permit shall be afforded an opportunity for a hearing within five (5) working days of a request for a hearing.

Whenever a permit is suspended, the holder of the permit or the person in charge shall be notified in writing that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the hearing officer by the holder of the permit within five (5) working days. If no written request for hearing is filed within five days, the suspension is sustained. WCCHD may end the suspension at any time if reasons for suspension no longer exist.

SECTION 7. REVOCATION OF A PERMIT

The regulatory authority may, after providing opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of these rules or for interference with the regulatory authority in the performance of its duties. Prior to revocation, the regulatory authority shall notify the holder of the permit or the person in charge, in writing, of the reason for which the permit is subject to revocation and that the permit shall be revoked at the end of the five (5) working days following service of such notice unless a written request for a hearing is filed with the regulatory authority by the holder of the permit within such five (5) day period.

If no request for hearing is filed within the five (5) day period, the revocation of the permit becomes final.

SECTION 8. ENFORCEMENT OF ORDINANCE

Food establishments shall be inspected a determined number of times during a calendar year according to risk factors set by the TDH. High-risk establishments, that prepare and serve potentially hazardous food and/or serve a highly susceptible population, shall be inspected a minimum of four (4) times a calendar year. Establishments that serve only prepackaged, non-potentially hazardous foods shall be inspected a minimum of two (2) times a calendar year.

Additional inspections of food establishments shall be performed as deemed necessary to protect against public health hazards or nuisances. Additional fees are charged to the establishment for these visits. Visits associated with unsubstantiated complaints received by this office will not require an additional fee.

Following are guidelines for enforcement of these rules in an establishment that earns more than thirty (30) demerits on multiple inspections during a twelve (12) month period:

- First failure – After first failure, a follow-up inspection will occur within (two) working days of the failed inspection. If a failure occurs on the follow-up inspection, an “UNSATISFACTORY” placard shall be posted on front door or window and shall not be covered from sight, defiled, or removed until an inspection is performed earning thirty (30) or fewer demerits.
- Second failure within twelve (12) months of first failure an “UNSATISFACTORY” placard shall be posted on front door or window and shall not be covered from sight, defiled, or removed until an inspection is performed earning thirty (30) or fewer demerits. The permit

shall be suspended and the operations of the establishment shall cease immediately. The establishment shall remain closed for a minimum of forty-eight (48) hours and fulfill the following requirements before reopening:

1. The management of the establishment must meet with and submit a written plan of action to the Director of the Environmental Division or his appointee. The plan of action shall address critical violations of the previously failed inspections.
 2. A reinstatement fee of one hundred (\$100.00) dollars will be paid to the WCCHD Environmental Division located at 303 Main, Georgetown, TX, 78626.
 3. A follow-up inspection will be conducted within one working day of fulfillment of the requirements listed under 1 and 2 above.
 4. The establishment shall be placed on a thirty (30) day inspection schedule until two (2) consecutive inspections result in a score of thirty (30) or fewer demerits.
- Third failure within twelve (12) months of first failure – “UNSATISFACTORY” placard shall remain/be posted on front door or window and shall not be covered from sight, defiled, or removed. The person in charge shall be notified in writing of the intent of WCCHD to permanently revoke their permit.

SECTION 9. PENALTIES

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

SECTION 10. REPEALING CLAUSE

All ordinances and parts of ordinances in conflict with this Ordinance are hereby expressly repealed in so far as the same are in conflict with this Ordinance.

SECTION 11. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 12. PUBLICATION

The City Clerk is hereby authorized and directed to publish the caption of this Ordinance in the manner and for the length to time prescribed by law.

SECTION 13. INTRODUCTION

In accordance with Article 8 of the City Charter, Ordinance No. 2003-14 was introduced before the Taylor City Council on the 25th day of March, 2003.

PASSED, APPROVED and ADOPTED on the _____ day of _____ 2003.

Jeffrey M. Berger, Mayor

ATTEST:

Barbara S. Belz, City Clerk

ORDINANCE NO. 2022-41

AN AMENDMENT TO ORDINANCE NO. 2003-14 AND THE TAYLOR CITY CODE, CHAPTER 14, LICENSES, PERMITS AND BUSINESS REGULATIONS, AMENDING SECTIONS 14-11 AND 14-18; PROVIDING A REPEALER CLAUSE; AND PROVIDING A SAVINGS CLAUSE.

WHEREAS, the City adopted Ordinance Number 2003-14 establishing food sanitation regulations for the City of Taylor, Texas;

WHEREAS, Ordinance 2003-14 was codified in the Taylor City Code under Chapter 14, Licenses, Permits and Business Regulations; and

WHEREAS, the City Council desires to amend the Taylor City Code, Chapter 14, Licenses, Permits and Business Regulations, by amending Sections 14-11, "Adoption of Texas food establishment rules and definitions" and 14-18, "Enforcement of article," as set forth in this Ordinance.

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. Chapter 14, Section 14-11 is amended as follows:

Section 14-11 is deleted and shall be replaced with the following: The City of Taylor adopts by reference the provisions of the current rules or rules as amended by the Texas Board of Health found in 25 Texas Administrative Code, Chapter 228, Sections 161 through 171 and Sections 173 through 175 regarding the regulation of food establishment in this jurisdiction.

The words "authorized agent or employee" mean the designated employees of the regulatory authority.

The words "City Council" mean the Taylor City Council.

The words "food establishment" mean an operation that stores, prepares, packages, serves, or otherwise provides food for human consumption such as a: food service establishment, retail food store, catering operation, institution, temporary food establishment, mobile food unit, and/or a roadside food vendor

The words "food handler" mean any person in a food establishment who handles food or drink during preparation or serving; or who comes in contact with any eating or cooking utensils; or who is employed in an area where food or drink is prepared, served, transferred, stored, packed, sold, or otherwise handled.

The words "health official" mean the authorized representative of the Williamson County and Cities Health District (WCCHD).

The words "state laws and rules" mean the state laws found in Chapter 437 of the Texas Health and Safety Code and the state rules found at 25 Texas Administrative Code Chapter 228, Sections 161 through 171 and Sections 173 through 175.

The words "regulatory authority" mean the WCCHD.

The words "working days" mean the days that WCCHD is open to conduct business with the public.

Section 3. Chapter 14, Section 14-18(1), First Failure is amended as follows:

Section 14-18(1) is deleted and shall be replaced with the following: (1) First failure - After first failure, an "UNSATISFACTORY" placard shall be posted on front door or window and shall not be covered from sight, defiled, or removed until an inspection is performed earning thirty (30) or fewer demerits. The follow-up inspection will occur within (two) working days of the failed inspection.

Section 4. The Taylor City Code, Chapter 14 Licenses, Permits and Business Regulations, is amended to add this Ordinance.

Section 5. 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 6. 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 7. All provisions of any Ordinance of the City of Taylor, Texas, in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

In accordance with Article VIII, Section 1 of the City Charter, Ordinance No. 2022-41 was introduced before the Taylor City Council on the 22nd day of September, 2022.

PASSED, APPROVED, and ADOPTED on this _____ day of October, 2022.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, 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. 2022-41, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2022, 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 _____, 2022.

Dianna McLean
City Clerk



City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 14

Agenda Title: Receive presentation by Taylor Independent School District Superintendent regarding November Bond Update

Council Action to be taken: Receive presentation

Department Submitted: City Management

Staff Contact: Brian LaBorde, City Manager

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to brief Council on the upcoming November Bond Election.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

On August 15, 2022, TISD Trustees voted unanimously to call for a \$82.47 million dollar Bond Election for this coming November to move forward with major school projects addressing safety, district growth, and aging facilities with no tax rate increase.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
N/A	N/A

4. RECOMMENDATION

Receive presentation

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

N/A

8. ATTACHMENTS

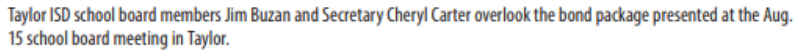
14a. [Presentation](#)



OPPORTUNITY IN TISD

Bond Program Overview





Taylor ISD orders \$82 million bond election

fernando.castro@taylorpress.net

On Monday, Aug. 15, the board of trustees approved calling for a bond election for Taylor ISD for \$82,465,778. The bond package, which is less than the \$85.5 million initially proposed in July, is mostly based on recommendations for the school's community advisory committee.

the inclusion of land acquisition that's necessary for the growth of Taylor ISD. There is also major maintenance that is needed to take care of, and as I've explained in some of the faculty visits I've done, if we take care of major maintenance," said Padavil, "that leaves more (maintenance and operations) funds and fund balance funds to

Other project priorities identified for the bond included major maintenance to T.H. Johnson Elementary School, playground secured fencing at Naomi Pasemann Elementary School, building additions and renovations at Taylor Middle School, and classrooms for visual arts as well as career and technical education at Taylor High School. Padavil said THS would see the most significant improvement.



The \$82.47 million 2022 bond addresses safety, district growth, and aging facilities with NO TAX RATE INCREASE.

Major Projects

- Safety and Security Improvements**
- Major Maintenance Repairs**
- Taylor High School CTE Addition/Renovation**
- Taylor Middle School Addition/Renovation**
- Elementary School Modernization**
- Land Acquisition**



School district's budgets are separated into two "buckets."

- Maintenance & Operations (M&O), used to pay for day-to-day operations.**
- Interest & Sinking (I&S) budget or Debt Service. This fund is used to repay debt for capital improvements.**



Taylor ISD's total tax rate for the 2022 tax year, is \$1.28 per \$100 of assessed valuation (\$0.94 M&O + \$0.34 I&S) and represents the lowest district tax rate since 2008.





**65+ RESIDENTS THE BOND
ISSUE WILL NOT AFFECT THE
TAX BILL, OR THE AMOUNT OF
TAXES PAID, FOR ANYONE
OVER THE AGE OF 65 WHO
HAVE FILED A HOMESTEAD
EXEMPTION.**



Local ISD Tax Rates

Elgin ISD - \$1.41

Pflugerville ISD - \$1.38

Manor ISD - \$1.35

Liberty Hill ISD - \$1.34

Hutto ISD - \$1.32

Taylor ISD - \$1.28

Leander ISD - \$1.27

Thrall ISD - \$1.26

Georgetown ISD \$1.21

Round Rock ISD - \$1.08



- **2019 House Bill 3 Texas Education Code, all ISD bond propositions must include the following statement on the ballot: “THIS IS A PROPERTY TAX INCREASE”.**

IN OTHER WORDS

Due to this requirement all voters will see this statement in the official ballot language even if there is no tax rate increase.



PROPOSITION A

"THE ISSUANCE OF AN AMOUNT NOT TO EXCEED \$82,470,000 SCHOOL BUILDING BONDS FOR THE CONSTRUCTION, RENOVATION, ACQUISITION, EQUIPMENT, AND SAFETY IMPROVEMENT OF SCHOOL BUILDINGS IN THE DISTRICT, THE PURCHASE OF THE NECESSARY SITES FOR SCHOOL BUILDINGS, AND THE PURCHASE OF NEW SCHOOL BUSES AND THE LEVYING AND IMPOSITION OF TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AND THE COSTS OF ANY CREDIT AGREEMENTS. THIS IS A PROPERTY TAX INCREASE."

_____ FOR

_____ AGAINST

BALLOT LANGUAGE





How did we get here?



- **Goal 1: Excellence in student outcomes**
- **Goal 2: Exceptional workplace climate**
- **Goal 3: Quality customer service**
- **Goal 4: Efficient financial stewardship**

IN OTHER WORDS

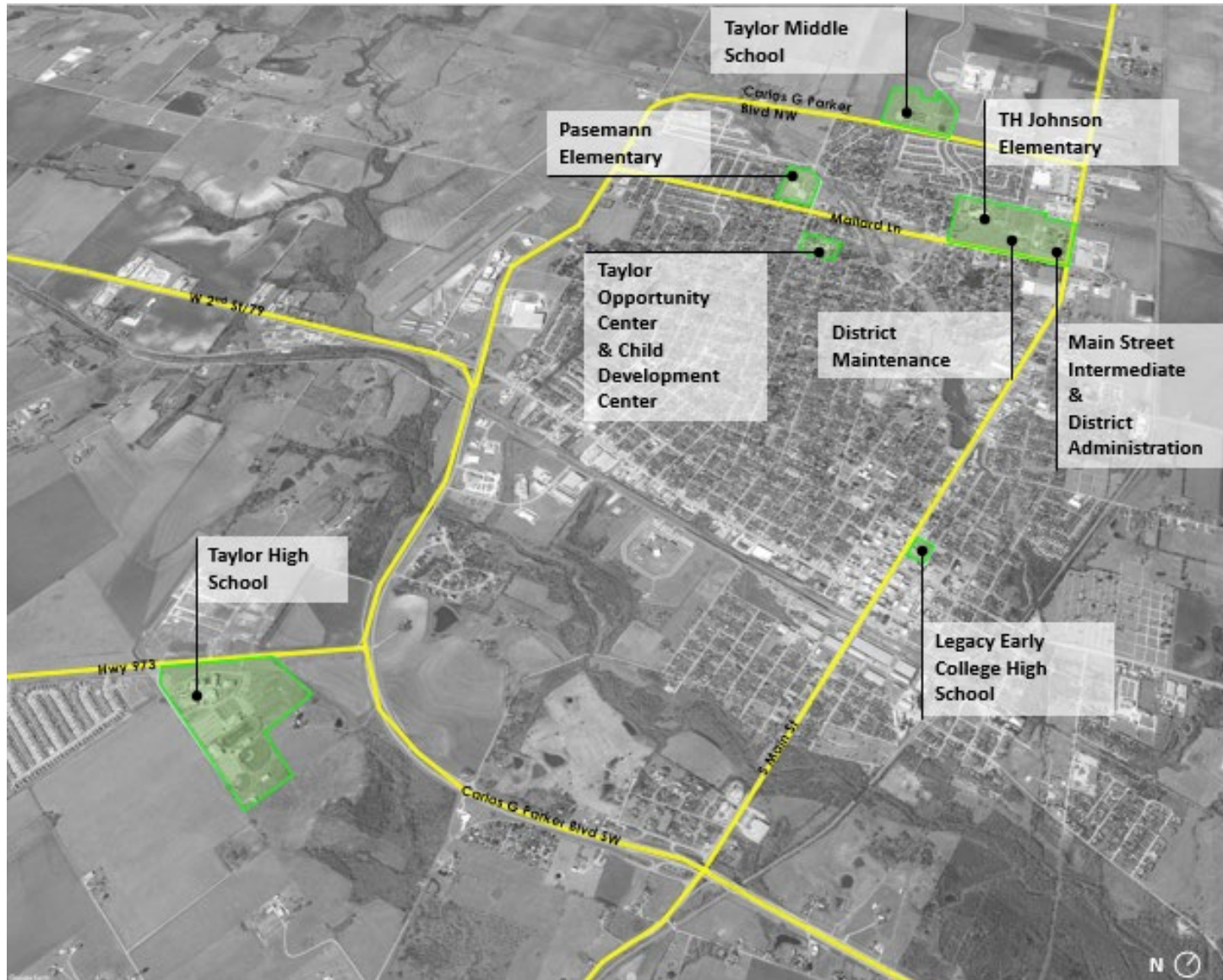
Excellent learning | Excellent facilities | Low tax rates





- 6 CAMPUSES.
- 515 EMPLOYEES.
- 3,152 STUDENTS.
- GROWTH.

DISTRICT FACILITIES ASSESSMENT | Needs Identified



Overall District Facilities Planning Summary

GENERAL FOR ALL CAMPUSES

- Redesign main entries for safety and security
- Parking lot repairs, seal coating and striping
- Fiber to be added between campuses
- Connect security cameras to phone for notifications
- New LED lighting
- Security assessment - Security upgrades
- Intrusion alarm
- Irrigation
- Central HVAC controls

GENERAL FOR ALL SCHOOLS

- Ceiling projectors with integrated sound system for dining and library
- Security fencing at all playgrounds. Provide card readers and panic hardware access
- Rebrand athletics
- Replace all VCT. Polished concrete in corridors and LVT in classrooms
- Furniture
- Fire alarm upgrades
- ADA issues



DIESEL TECHNOLOGY SHOP



AUTOMOTIVE TECHNOLOGY SHOP



WELDING SHOP



CULINARY ARTS



KINESIOLOGY

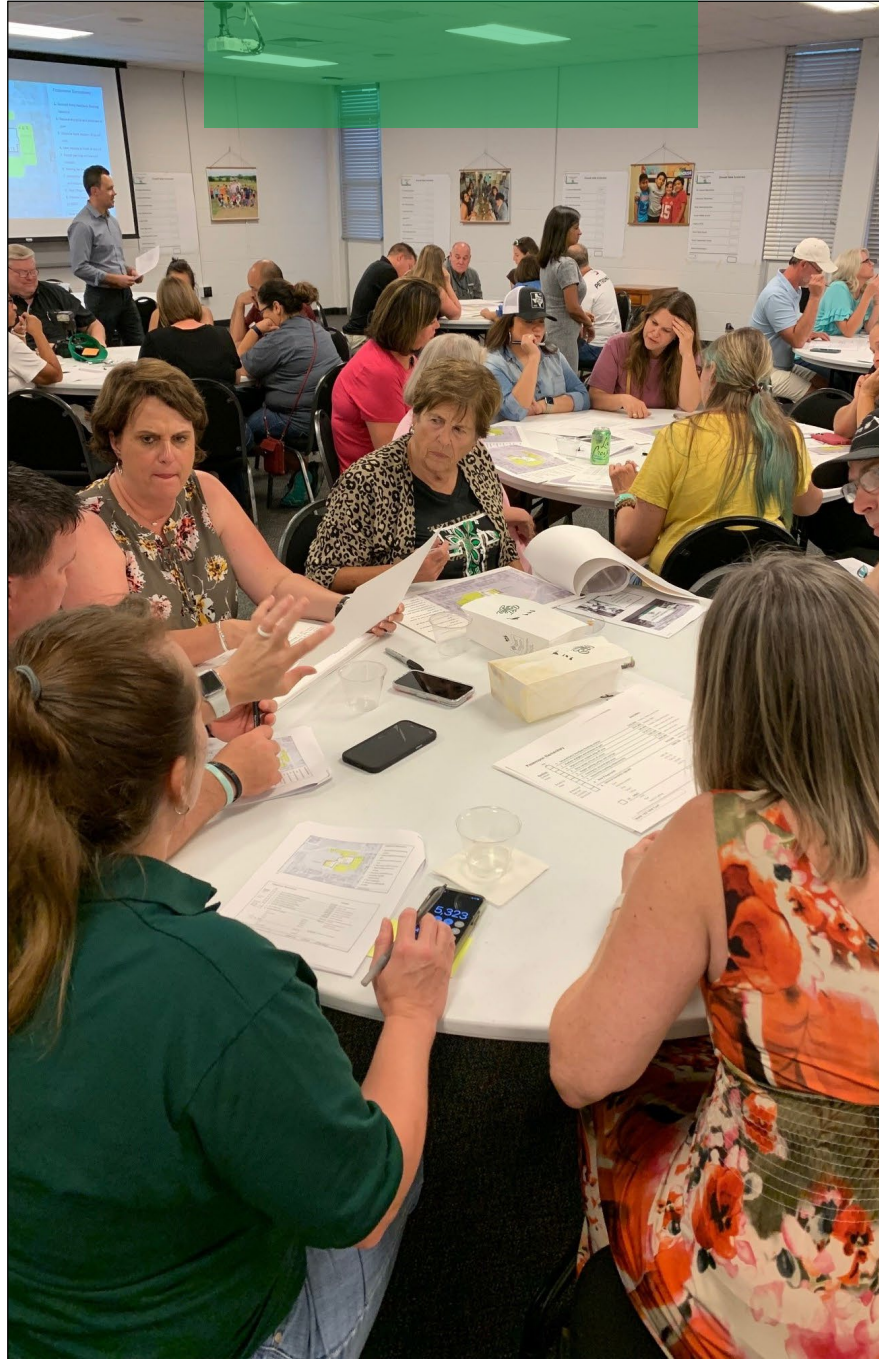
DEMOGRAPHIC REPORT | Ten Year Forecast by Campus

		Current	ENROLLMENT PROJECTIONS									
Campus	Capacity	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32
Pasemann Elementary		604	640	692	778	842	913	997	1,097	1,226	1,369	1,527
Johnson Elementary		370	400	411	429	455	483	514	555	601	652	709
Main Street Intermediate School		406	446	463	471	522	599	650	706	772	849	935
ELEMENTARY TOTALS		1,380	1,486	1,566	1,678	1,819	1,995	2,161	2,358	2,599	2,870	3,171
Elementary Absolute Change		41	106	80	112	141	176	166	197	241	271	301
Elementary Percent Change		3.06%	7.68%	5.38%	7.15%	8.40%	9.68%	8.32%	9.12%	10.22%	10.43%	10.49%
Taylor Middle School		634	650	700	750	818	851	921	1017	1145	1248	1359
MIDDLE SCHOOL TOTALS		634	650	700	750	818	851	921	1,017	1,145	1,248	1,359
Middle School Absolute Change		7	16	50	50	68	33	70	96	128	103	111
Middle School Percent Change		1.12%	2.52%	7.69%	7.14%	9.07%	4.03%	8.23%	10.42%	12.59%	9.00%	8.89%
Taylor High School		856	868	869	890	932	996	1,080	1,152	1,229	1,333	1,455
Legacy Early College High School		170	178	174	176	175	176	175	175	175	175	175
HIGH SCHOOL TOTALS		1,026	1,046	1,043	1,066	1,107	1,172	1,255	1,327	1,404	1,508	1,630
High School Absolute Change		19	20	-3	23	41	65	84	72	77	104	122
High School Percent Change		1.89%	1.95%	-0.29%	2.21%	3.85%	5.83%	7.15%	5.75%	5.80%	7.41%	8.09%
DISTRICT TOTALS		3,040	3,182	3,309	3,494	3,744	4,018	4,337	4,702	5,148	5,626	6,160
District Absolute Change		67	142	127	185	250	274	320	365	446	478	534
District Percent Change		2.25%	4.67%	3.99%	5.59%	7.16%	7.31%	7.96%	8.42%	9.48%	9.29%	9.49%

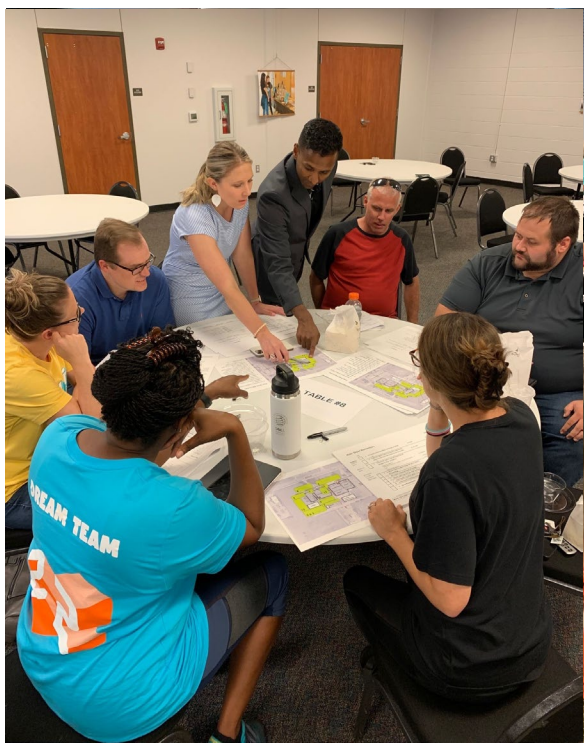
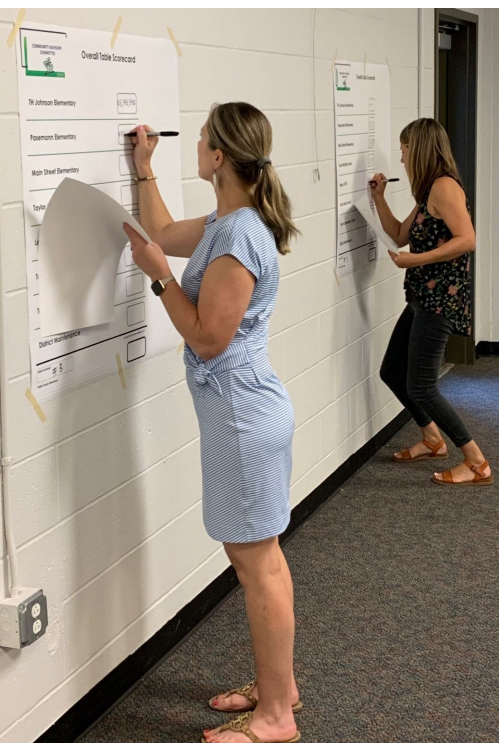
4th & MAIN
WELCOME
to TAYLOR
"Friendly as a Texan's Smile"

COMMUNITY LED PROCESS





- OPEN INVITATION TO THE COMMUNITY WAS EXTENDED.**
- OVER 75+ INDIVIDUALS PARTICIPATED.**
- 4 MEETINGS OVER THREE MONTHS.**
- PRESENTED TO BOARD RECOMMENDATION.**





- **100% CONSENSUS TO CALL A BOND.**
- **SAFE AND SECURE SCHOOLS.**
- **EQUITY, OPPORTUNITIES FOR STUDENTS.**
- **NO TAX RATE INCREASE.**

CAMPUS PRIORITIES | Included in Bond

TH Johnson Elementary

- Safety Improvement: Relocate administrative area
- Safety Improvement: Improve front drop off
- Safety Improvement: Fencing for secured play areas
- Safety Improvement: Security cameras and access control
- New bus canopy at back of school
- New canopy at front of school
- General cosmetic upgrades
- Major Maintenance (Roof, replace lighting)

Pasemann Elementary

- Safety Improvement: Secured entry vestibule
- Safety Improvement: Improve front student drop of area
- Safety Improvement: Fencing for play areas
- Safety Improvement: Security cameras and access control
- Replace skylight and windows at gym
- Repair parking surface and restripe
- Major Maintenance (HVAC)

Main Street Elementary

- Safety Improvement: Secure Entry Remodel
- Safety Improvement: Improve front student drop off area, drives, and parking
- Safety Improvement: New bus canopy at back of school
- Safety Improvement: Fencing for secured play areas
- Safety Improvement: Security cameras and access control
- Repair parking surface and restripe
- New playgrounds
- New gymnasium, dining with small stage and Kitchen
- General cosmetic upgrades
- Major Maintenance (Roof)

Taylor Middle School

- Building additions and renovations (Library addition, admin addition, fine arts renovation, nurse renovation, renovate library to become dance /ISS)
- Safety Improvement: Security cameras and access control

Legacy Early College HS

- Safety Improvement: Security cameras and access control

Taylor High School

- Safety Improvement: Entry vestibule enhancements
- Safety Improvement: Ornamental protective fencing around perimeter.
- Safety Improvement: Security cameras and access control
- CTE approximately 25,000 SF Addition
- Visual Arts approximately 4,000 SF Addition
- Renovate existing CTE space
- Resurface tennis courts

District Maintenance

- Convert field house to maintenance facility
- Entry vestibule enhancements
- Parking and drives
- Security cameras and access control

Additional

- Roofing Replacement
- Land Acquisition
- Bus Replacement
- Fiber connectivity
- Furniture Replacement at Elementary and Middle
- Contingency
- Construction Fees
- Permitting
- Bond Administration



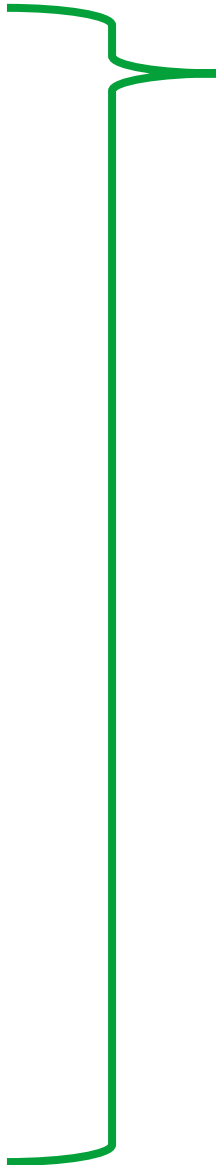
OPPORTUNITY IN TISD

Bond Program Overview



CAMPUS BREAK DOWN

TH Johnson Elementary	\$4,326,293
Pasemann Elementary	\$3,693,941
Main Street Elementary	\$11,849,410
Taylor Middle School	\$5,351,225
Legacy Early College HS	\$175,000
Taylor High School	\$18,252,500
Taylor Opportunity Center	\$0
District Maintenance	\$3,675,000



Total Campus Package

\$47,323,369

Estimating Contingency 7.5%	+\$3,549,253
District Roofing Needs	+\$2,500,000
Total Hard Costs	\$53,372,622
Soft Costs 25%	+\$13,343,156
ES Design Cost	+\$2,000,000
Land	+\$7,000,000
Buses	+\$1,000,000
Fiber Connectivity to Campuses	+\$750,000
Furniture	+\$5,000,000

\$82,465,778
Total Bond

- **Voter Registration Deadline October 11.**
- **Early Voting October 24 through November 4.**
- **Election Day Tuesday, November 8.**
- **Taylor City Hall.**
- **Williamson County allows voters to vote at any open election day vote center.**

IN OTHER WORDS

You get to decide, if you VOTE!





TAYLOR INDEPENDENT SCHOOL DISTRICT

[Campuses](#)[Staff](#)[Students](#)[Parents](#)[About Us](#) » Taylor ISD Bond 2022

Taylor ISD Bond 2022

The Taylor ISD Board of Trustees unanimously approved an order on August 15, 2022, calling for a NO TAX RATE INCREASE bond election to be held on November 8, 2022. The 2022 bond addresses safety, district growth, and aging facilities.

The projects included in the bond are based on recommendations from the Taylor ISD Community Advisory Committee (CAC). The CAC, a diverse group of local citizens, parents, and school employees, met four times over several months to examine facility needs, costs, possible projects and to rank these needs. Priorities included improving facility safety, land acquisition, adding CTE classrooms at THS and providing our elementary schools adequate spaces and furniture. The committee reached 100% consensus in their recommendation. The CAC presented their recommendation to the Taylor Board of Trustees on August 4, 2022.

Bond 2022 Major Projects ([summary list](#))

- District Wide Safety and Security Updates
- Major Maintenance Repairs and Replacements
- Taylor High School CTE Addition/Renovation
- Taylor Middle School Addition/Renovation
- Modernization at Main Street, Pasemann, and TH Johnson Elementary Schools
- Land Acquisition

Important Dates

October 11 | Last Day to Register to Vote
October 24 to November 4 | Early Voting
Tuesday, November 8, 2022 | Election Day

About Taylor ISD

[Administration](#)[District Policies](#)[Required Notices](#)[District of Innovation](#)[District and Campus Federal
Report Cards](#)[District Campus Map](#)[2022 Community Advisory
Committee](#)[Taylor ISD Bond 2022](#)

Questions?

- www.wilco.org/elections
- www.taylorisd.org/bond
dpadavil@taylorisd.org



- **A Curriculum Identifying Essential Standards**
- **Routines and Procedures**
- **Learning Intentions**
- **Success Criteria**
- **Formative Assessments**
- **Improving Tier I Instruction and Interventions**

STATE ACCOUNTABILITY

Aligning Curriculum, Campus Focus, and State Exams



City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 15
Agenda Title: Presentation from the Capital Area
Rural Transportation System (CARTS)
regarding services in Taylor

Council Action to be taken: None – Informational Only

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

Dave Marsh, General Manager of CARTS, will make a presentation.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

N/A

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
N/A	N/A

4. RECOMMENDATION

Receive presentation.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

N/A

8. ATTACHMENTS

15a. [Presentation](#)



Taylor City Council Presentation

September 2022

Meet the Fleet



Interurban Coach

Fixed-schedule rides for commutes into urban areas or trips between rural areas



Grasshopper

Call-ahead connections in Austin for Interurban Coach riders who are 65 & older or ADA eligible

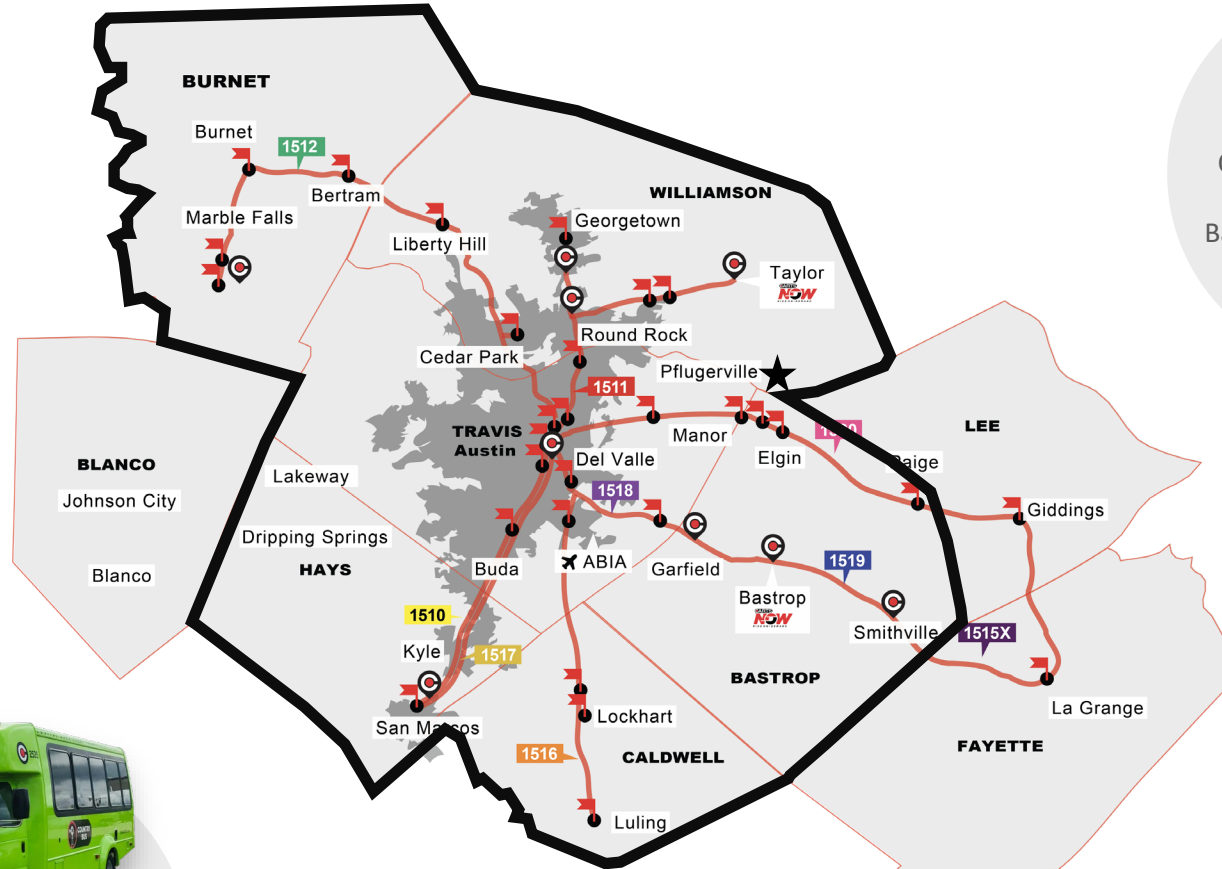


Country Bus

Call-ahead rides to and from anywhere in the CARTS district



Scan to sign up for CARTS updates



Legend

- Country Bus Service Area
- Interurban Coach Routes
- Interurban Coach Stops
- CARTS Now
- CAMPO Region

- CARTS Stations
(National Intercity Connections)
- Urban Service Area
 - Grasshopper
 - Austin: CapMetro
 - San Marcos: The Bus



CARTS Now

On-demand rides to and from anywhere within Bastrop and Taylor – more cities coming soon!



National Intercity

Fixed-schedule connections and passenger & freight ticket to Greyhound lines. Direct connections to AMTRAK at San Marcos Station



CapMetro Stations

Fixed-schedule stops at CapMetro stations in the Austin area



Services in Taylor



Country Bus- Taylor Service

Destination	Route Day	Departure Time	Return Time
Local Service	Monday - Friday	8:00a	4:30p
Georgetown	Tuesday & Thursday	7:00a	12:00p
Round Rock	Tuesday & Thursday	7:00a	12:30p
Temple	1st & 3rd Wednesday	8:30a	2:30p



Ride Fares: Local - \$2

Same County- \$4

Intercounty- \$6

* half-priced fares available for eligible riders



Taylor Station and CARTS Now Launch



July 1, 2021- Ribbon Cutting Event

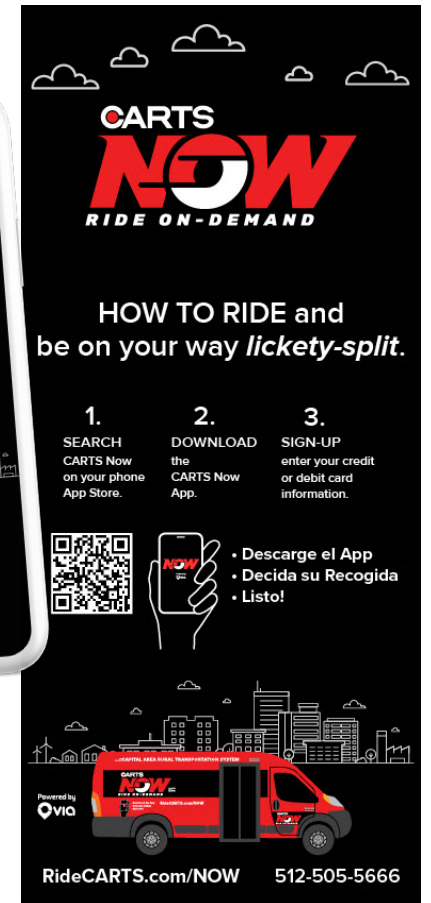
Our Newest Service – CARTS NOW

On-demand microtransit

- Curb to curb rides within 15 minutes
- Monday-Friday, 7am-7pm

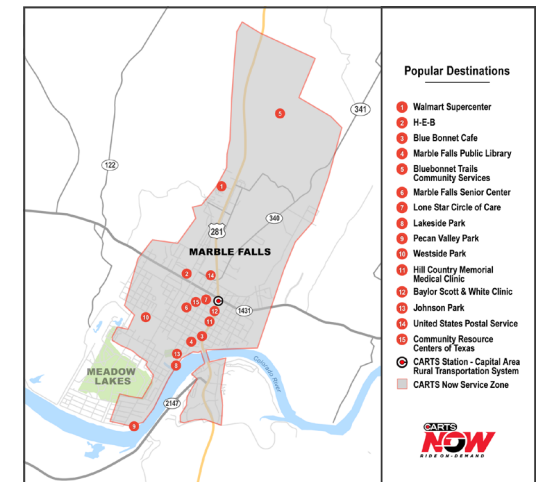
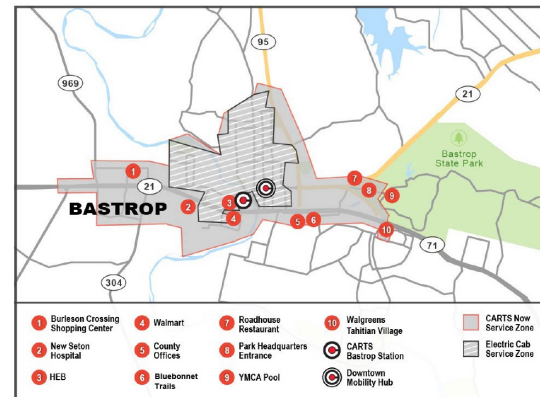
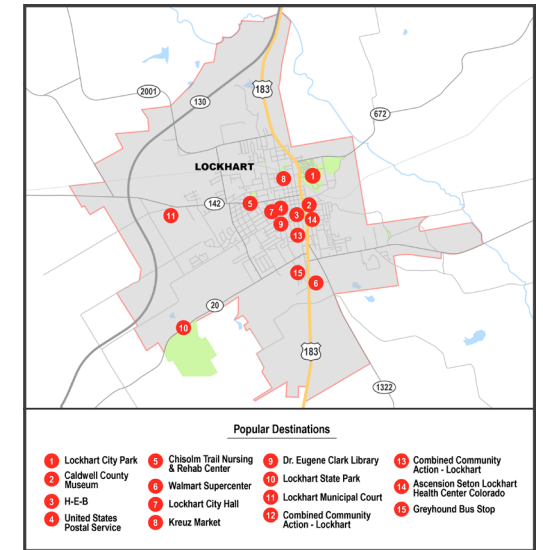
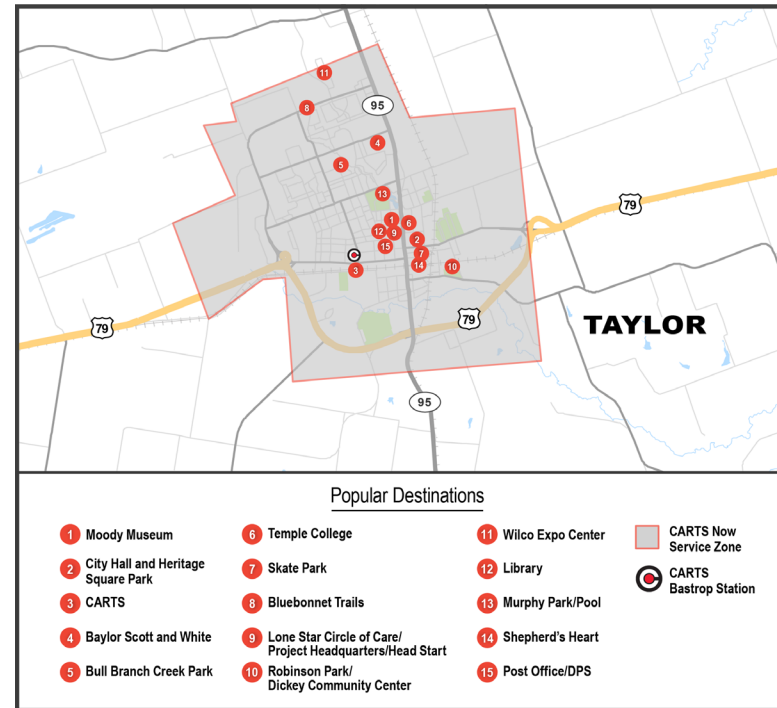
How to Book:

- Set pickup and dropoff locations in CARTS Now app
- Call CARTS Now service line (512)505-5666



Where does it operate?

- The service is currently operating in Bastrop, Lockhart, Taylor and will begin operating in Marble Falls on October 31, 2022. See right for each exact service area.



CARTS NOW FARES



One Way: \$2
All Day Pass: \$6
Monthly Pass: \$88

Half Price Fares

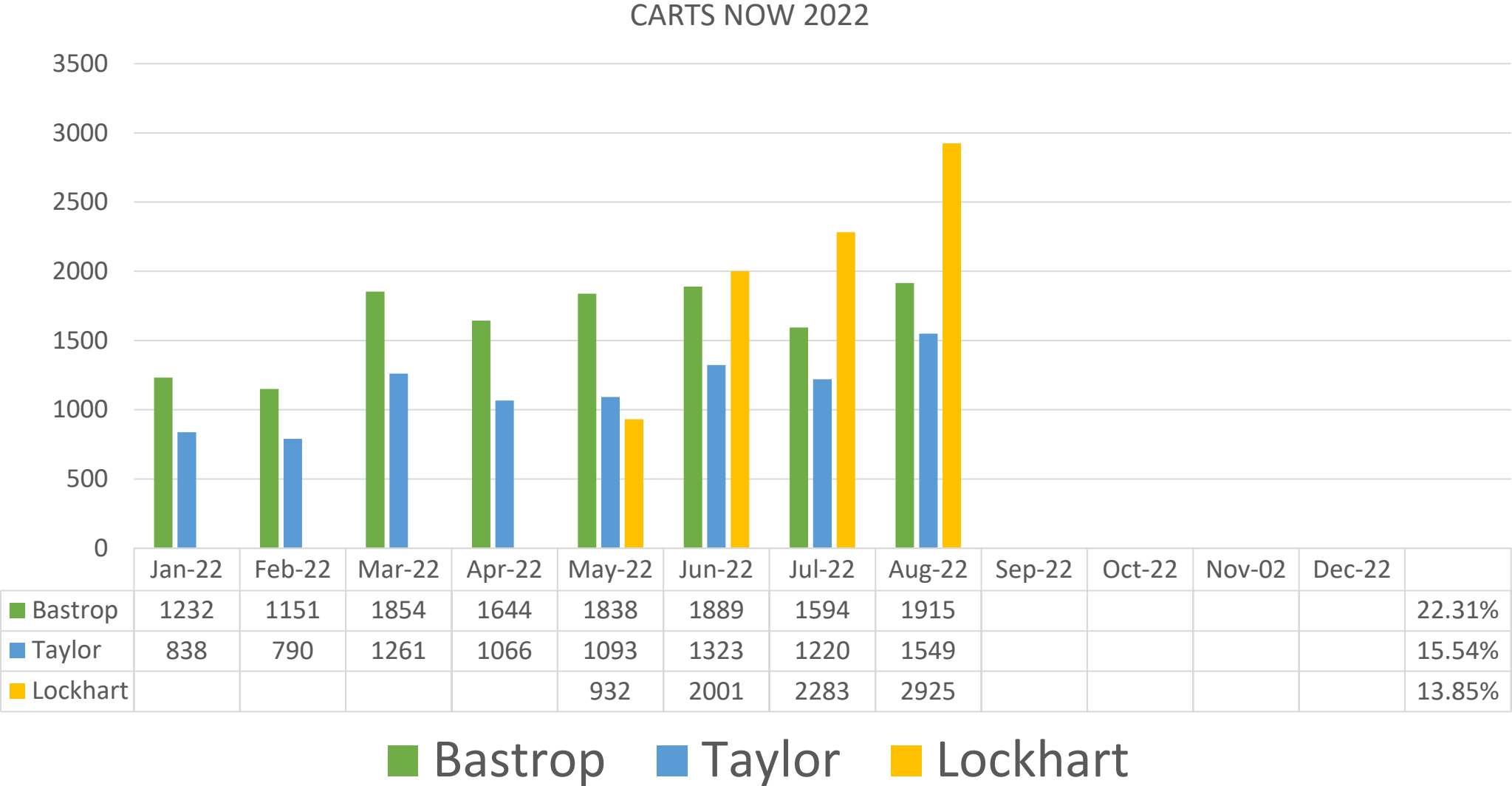
Seniors over 65
Persons with disabilities
Children under 12 (with an adult)

One Way: \$1 | All Day Pass: \$3
Monthly Pass: \$44

www.ridecarts.com

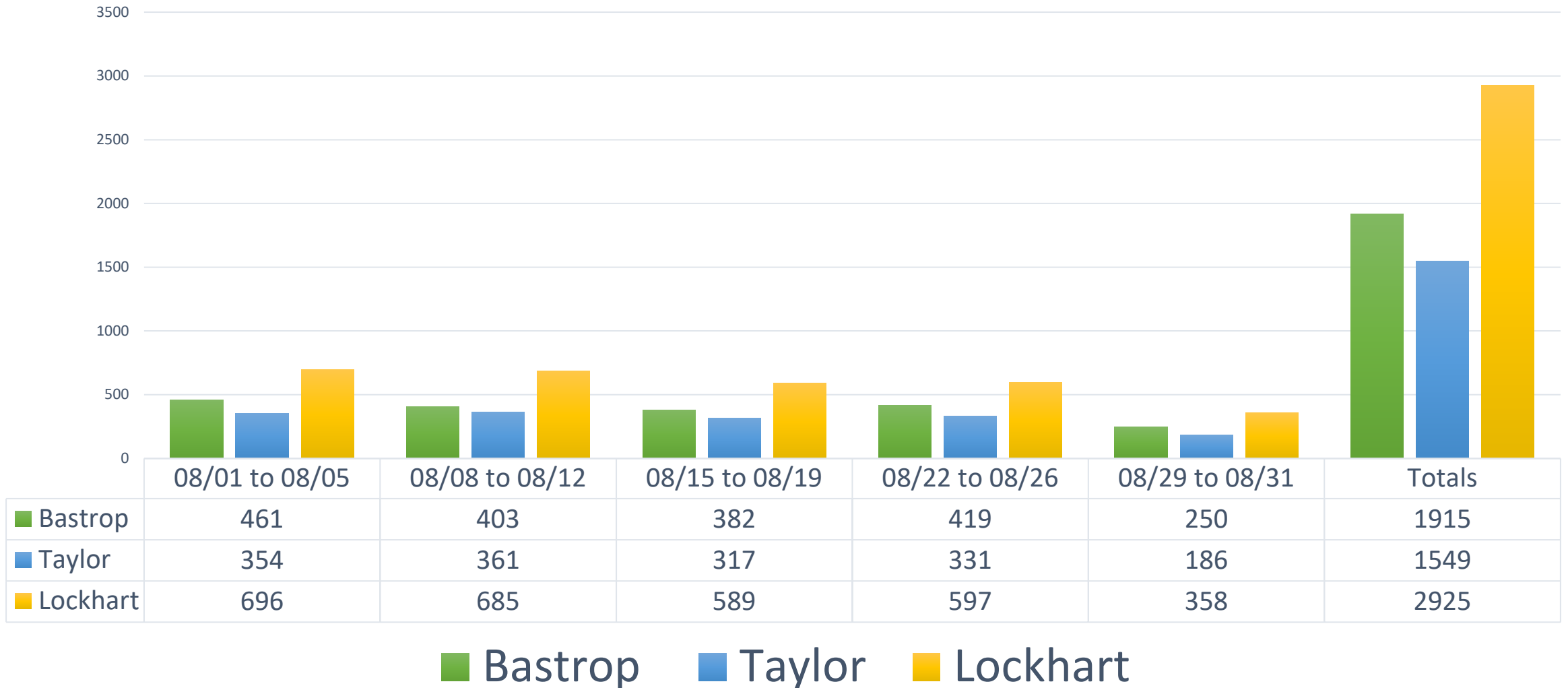
@RideCARTS   

CARTS NOW 2022 Ridership Data



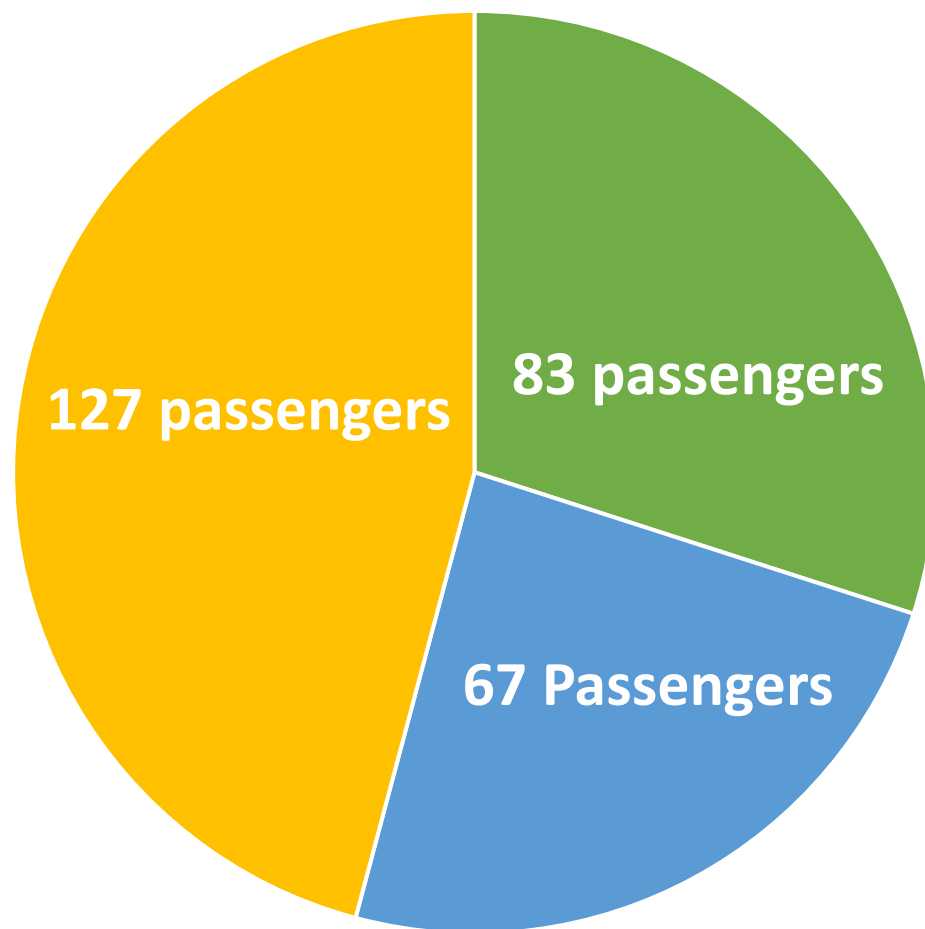
Ridership for August

CARTS Ridership for August 2022



Average daily ridership for August

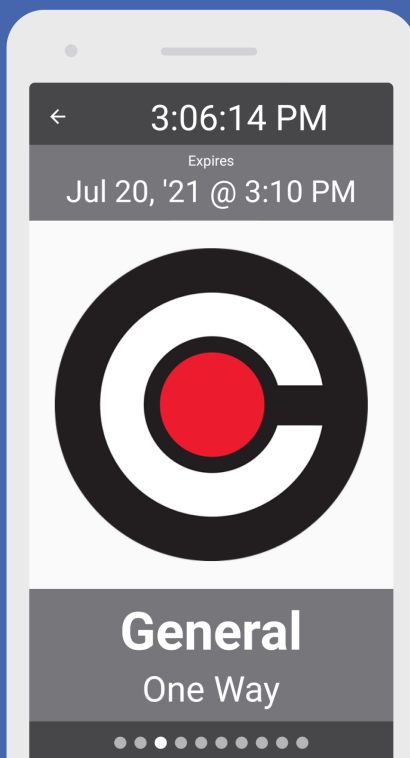
Average Daily Ridership for August



- Bastrop
- Taylor
- Lockhart

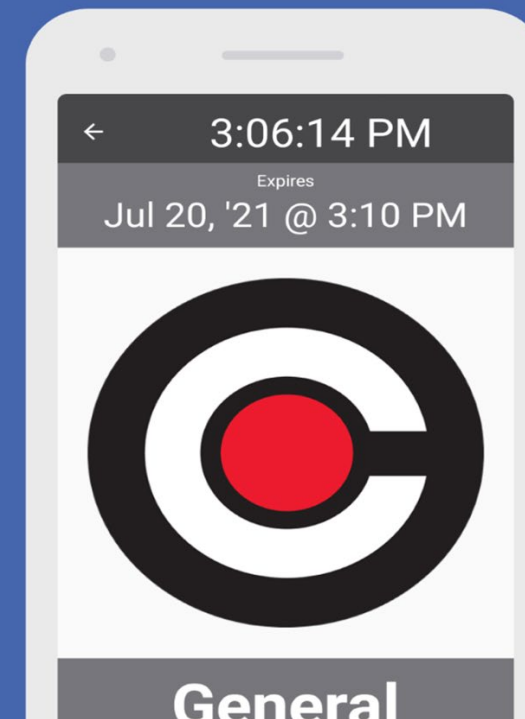


The Bus passes are now available on your phone.



The Bus passes are now available on your phone.

FIRST ONE WAY PASS FREE!



On the Horizon

Upcoming Case Study/CARTS Now Review

A third-party review of the Bastrop CARTS *Now* implementation to evaluate its effectiveness and to set out a template for other rural transit agencies in Texas that may wish to implement microtransit.

Country Bus Service Evaluation

This evaluation will help us plan the extension our Country Bus services to areas outside of the cities that we implement microtransit that frees up the Country Bus service previously operated within the candidate city.

Transportation Development Plan (TDP)

This planning project will be conducted beginning in the spring of 2022 to set out a five-year plan for the extension and improvement of CARTS services. CARTS will issue an RFP to select a firm to conduct this study in November.





CARTS

TAYLOR STATION
AN INTERMODAL TRANSIT FACILITY

Jackson & McElhaney
ARCHITECTS
1135 West Sixth Street, Suite 101 Austin, Texas 78701
www.jacksonmcelhaney.com



Stay Informed

Contact us:

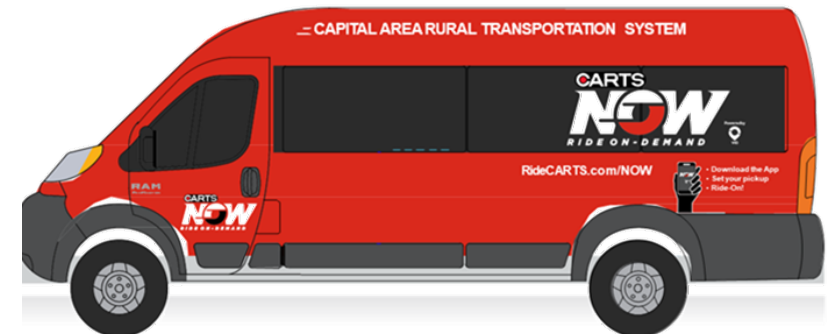
- Outreach@RideCARTS.com
- 512-478-RIDE (7433)

Learn more:

- RideCARTS.com
- Follow @RideCARTS on   

Sign up for
email updates

Scan
Me





City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 16
Agenda Title: Receive presentation on the annual Chamber of Commerce Report and the annual Hotel Occupancy Tax Budget

Council Action to be taken: Accept report as presented

Initiating Organization: Greater Taylor Chamber of Commerce

Staff Contact: Tia Stone, President

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to present to the City Council a Report of Activities and Budget for the Chamber of Commerce as it pertains to the administration of the Hotel Occupancy Tax grant contract for the time period of October 2021 through September 2022.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Section 3.3 of the Agreement between the City of Taylor and the Taylor Chamber of Commerce states in part, "The Chamber of Commerce shall prepare written reports for submission to the City Council on an annual basis".

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Council would receive and consider all Chamber activities at one time.	•

4. RECOMMENDATION

Approve as presented.

5. FUNDING SOURCE

The City Budget includes an annual transfer of up to \$50,000 in Hotel/Motel Occupancy Tax revenue to the Chamber to be used as outlined by state law. This report provides details as to how those funds have been spent.

6. TIMELINE

The last presentation to Council was September 9, 2021.

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

N/A

8. ATTACHMENTS

- 16a. [Chamber of Commerce Annual Report](#)
- 16b. [Chamber of Commerce Budget](#)
- 16c. [HLA HOT seminar flyer](#)
- 16d. [PowerPoint presentation](#)



2021-2022 HOT report

Tia Rae Stone, GTCCVC President

2021-2022 HOT funds expenditures

- \$9,000 Taylor Rodeo Association (2021 rodeo)
- \$1250 Taylor Press ad in FYI magazine
- \$1588 THLA membership for Chamber, City and six lodging locations
- \$5369 AJR Media Group – Tour Texas & event specific ads on that site
- \$5000 City of Taylor – Main Street Car Show

2021-2022 HOT funds expenditures

- \$2500 KEYE-TV Fall events promotion
- \$9000 Moody Museum ad in Texas Hill Country Trail Region Passport
- \$ 330 Texas Association of Convention & Visitor Bureaus
- \$10,000 Williamson County Fair & Rodeo

Total \$25,136

Rcd from City YTD \$50,000 - 30% for administration
= \$35,000 available



2022-2023 HOT BUDGET

Balance plus Expected revenue for 2022-23	111,039	
Administration	15,000	30% of revenue \$50K as provide by contract
Misc printing (downtown walking map)	5,000	
Grants to organizations for events	28,000	
Local & Regional Advertising	1,700	
Tour Texas digital media package	8,000	
Restorative maintenance of the Visitor Center	25,000	represents <22% of project
Training for staff (Chamber and WilCo)	5,000	
Texas Association of Convention & Visitor Bureaus	330	
Hotel Lodging Association Dues & Advertising	1,588	
Total Expenditures	89,618	
Expected 2022-23 Year-End Balance	21,421	

Potential grant requests	
Car Show	5000
Williamson County Fair & Rodeo	9,000
Habitat for Humanity	5000
Taylor Rodeo Association -- Rodeo	9000
	28000



HOTEL OCCUPANCY TAX SEMINAR

The Taylor Chamber of Commerce Welcomes
Garrett Coppedge, Associate General Counsel of the Texas Hotel & Lodging Association



4:00 PM – 5:15 PM, Monday, October 17th
Holiday Inn Express & Suites
180 Carlos G Parker Blvd NW, Taylor, TX 76574

THLA Associate General Counsel, Garrett Coppedge will present on the eligible uses of the local hotel tax and discuss the most effective practices utilized by cities throughout Texas to maximize the impact of these funds.

At the Texas Hotel & Lodging Association, Garrett handles a diverse array of legal and legislative issues, including local and state hotel occupancy tax, hospitality law, regulatory issues, contract law, employment issues, and more. Garrett is also active in handling THLA's legislative affairs. Based in Austin, THLA is the largest state lodging association in the United States, serving over 5,000 member businesses.

Please rsvp by 10.13.22 to Tia at president@taylorchamber.org



2022-2023 HOT Budget

Tia Rae Stone, GTCCVC President



Facts on the ground

- Two-part test of expenditures
 - Must directly enhance and promote tourism and the convention/hotel industry.
 - Must fit into one of nine categories outlined in the statute
- Since arrival of the Expo Center, the size and cost of local events have dramatically increased as have the requested grant requests.
- Limited hotel capacity



Forward look at grants

- Moving forward, the Tourism committee may have to impose an upper limit and require more documentation that the event “benefits the convention/hotel industry.”
- This is, currently, problematic due to limited hotel capacity which limits benefits to fund and benefit to grant recipients.
- We will continue to seek out and implement best practices



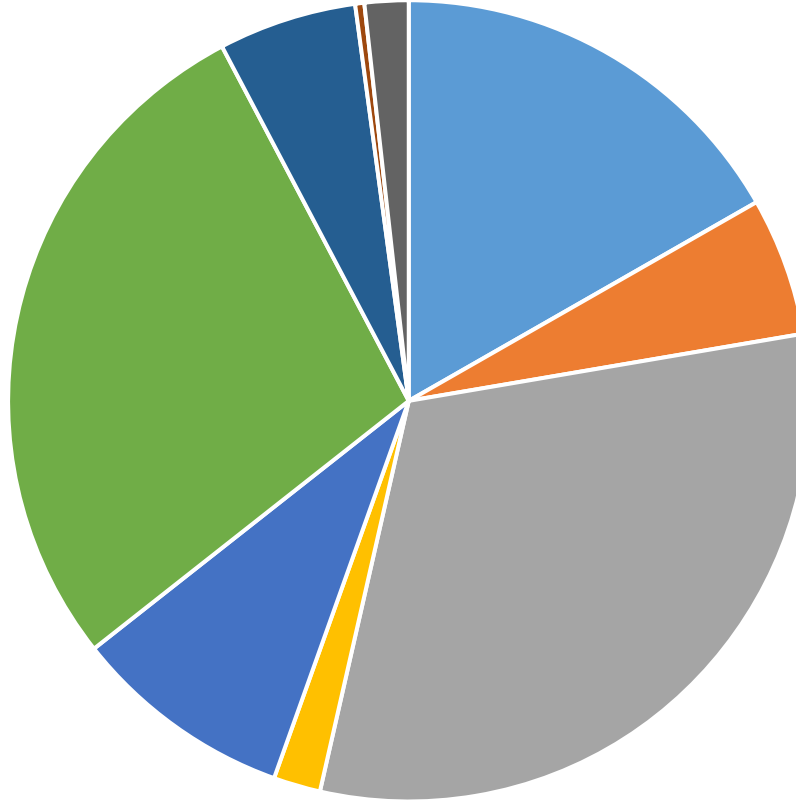
Forward look at contract

In convening two years, the Chamber will

- Create a tourism strategic plan including triggers for hiring dedicated staff
- Train current staff at Chamber and, possibly, Expo in the tourism field.
- Work with City to understand and assist with Visit Taylor Made Texas site with the goal of assuming that duty as the cap is lifted
- Plan with City for lifting funding cap as funds and Chamber capacity increase
- Evaluate need for tourism study/data

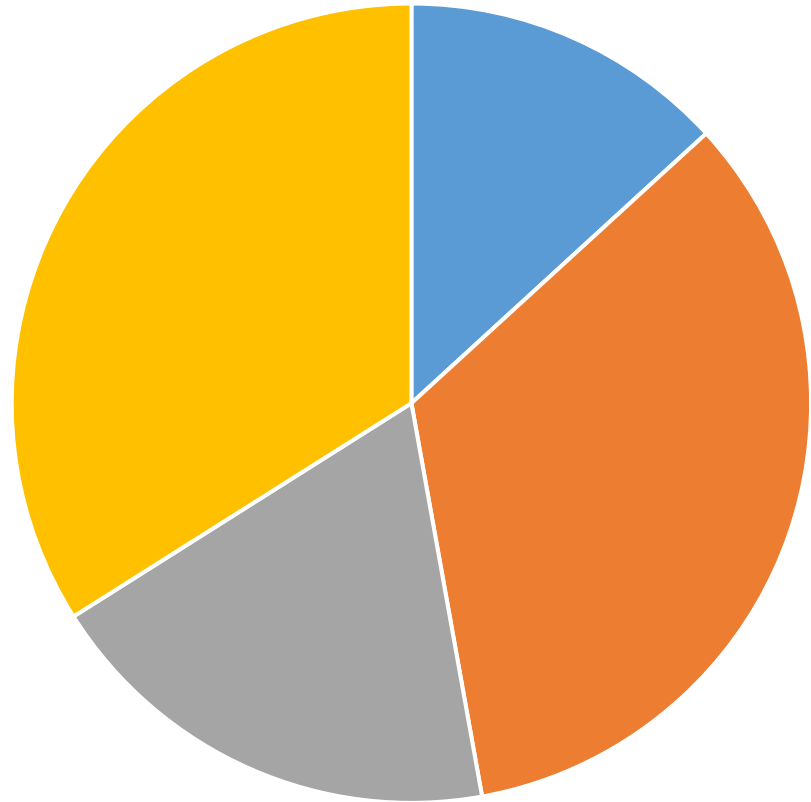
2022-23 HOT Budget

- Administration
- Misc printing (downtown walking map)
- Grants to organizations for events
- Local & Regional Advertising
- Tour Texas digital media package
- Restorative maintenance of the Visitor Center
- Training for staff (Chamber and WilCo)



2022-23 Expected Grant Requests

- Taylor Rodeo Association
Bullnanza -- \$3500
- Williamson County Fair & Rodeo
-- \$9000
- Habitat for Humanity -- \$5000
- Taylor Rodeo Association Rodeo -
- \$9000



Expected
Total:
\$26,500



City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 17
Agenda Title: Consider renewal of the Publicity and Tourism Agreement Hotel Occupancy Tax agreement (HOT) with the Taylor Chamber of Commerce

Council Action to be taken: Renew HOT Agreement

Department Submitted: City Management/Chamber of Commerce

Staff Contact: Jeff Jenkins, Deputy City Manager
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, 2022. 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. This agreement

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

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.

There are two modifications to the agreement this coming year.

- (1) Agreement has been modified to a two-year agreement with the ending date being September 2024. Previous agreements were for one-year agreements. Staff felt this would be a better approach to take given the current conditions.
- (2) Minor cleanup language removing the written hotel survey and references to the (TMP) Taylor Marketing Partnership group, which does not exist.

Amount allocated to the Chamber: FY 2022-2023

Maximum \$50,000
(as per Contract)

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Provides for administration of the Hotel Occupancy grant program • Allows greater flexibility for usage of the funds	• NA

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, 2022-September 30, 2024.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

17a. [HOT Agreement](#)

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

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 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). All such revenues shall be expended in a 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 an annual 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 time to receive a presentation from the requesting entity.

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 third quarter for each year 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) Hotel Occupancy
 - a) The Chamber will work with its tourism committee, over the next two years, to identify the best method and practices to measure hotel occupancy and related data within the City of Taylor.
- 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 City shall be provided annual 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 a written report for submission to the City Council on an annual basis, during the month of September. The report 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.
- 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 the reports is 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 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 their 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 2022 and shall terminate at midnight on the 30th day of September 2024. 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, TX. 76574

Taylor Chamber of Commerce
ATTN: President
1519 N. Main Street
Taylor, TX. 76574

With a copy to:
Taylor Chamber of Commerce
ATTN: Chairman-Board of Directors
1519 N. Main Street
Taylor, TX. 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 _____, 2022.

CITY OF TAYLOR, TEXAS

BY: Brandt Rydell
ITS: Mayor

ATTEST:

Dianna McLean, City Clerk

TAYLOR CHAMBER OF COMMERCE

BY: Cheryl Webster
ITS: Board Chairman

BY: Tia Stone
ITS: President



City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 18
Agenda Title: Receive Public Arts Advisory Board
Update of Potters Alley Murals

Council Action to be taken: Receive presentation

Department Submitted: Development Services - Main Street

Staff Contact: Jan Harris, Main Street Manager

1. PURPOSE/DESCRIPTION

Public Arts Advisory Board Chairperson Richard Stone will provide an update on the plans to replace the current murals in Potters Alley with fresh artwork created by 7 selected artists.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Mr. Stone was appointed to the Public Arts Advisory Board in 2019 and has served as Chairperson since April 2019.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Taylor's Public Arts Initiative creates innovative artistic experiences that explore Taylor's history, strengthens the sense of place, reinforces the high quality and uniqueness of the City's built and natural environment, and sets Taylor apart as a place to visit, live, and do business.	There is currently no known cons.

4. RECOMMENDATION

N/A

5. FUNDING SOURCE

The funding used for this project will come from the FY 2022-23 budget allocated to the Public Arts Advisory Board.

6. TIMELINE

The Taylor Public Arts Advisory Board was created in 2018 by Ordinance 2018-21.

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

N/A

8. ATTACHMENTS

N/A



City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

☒ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

Agenda Item #: 19

Agenda Title: **Consider Authorizing the Award of Construction Contract for the Taylor Animal Shelter Project to Fazzone Construction Co.**

Council Action to be taken: Authorize construction contract

Department Submitted: Public Works

Staff Contact: Jacob Walker, PE - HDR Engineering, City Engineer
Jim Gray, Director of Public Works

1. PURPOSE/DESCRIPTION

This item refers to the bid proposal from Fazzone Construction Company for constructing the new Taylor Animal Shelter.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

On 16, 2022 at 2:00 PM, HDR Engineering, Inc. and the City of Taylor opened the competitive sealed proposals for the 2022 Animal Shelter Project. The project consists of site work, new paving, various utilities, fencing, signage a kennel expansion, and the installation of two modular buildings currently being procured by the City. Five (5) contractors, Majestic Services, Fazzone Construction Co., Sullivan Contracting Services, HCS Inc., and Portfolio Builders, submitted sealed proposals with proposal prices of \$1,411,277.00, \$1,423,261.77, \$1,429,007.00, \$1,649,500.00 and \$1,731,500.00 respectively.

The proposals were scored based on the City of Taylor's Purchasing Policy Rules and Regulations to determine "best value" for the City of Taylor as detailed in Article 18.04(B) of the Instruction to Bidders within the bid documents.

Scores were determined utilizing a numerical grading system with grading factors such as proposed price, the bidder's past relationship with the City, the reputation of the bidder, the extent to which the goods or services meet the municipality's needs, and any relevant criteria specifically listed in the request for bids or proposals. Although Majestic Services submitted the lowest proposed price, Fazzone Construction Co. was the contractor that

ranked the highest as the best value to the City. The difference in the proposed price totaled \$11,984.77 or 1%. Based on the information presented in the bid proposal, HDR recommends the City of Taylor accept the proposal from Fazzone Construction Co. in the amount of \$1,423,261.77.

Ranking	Total Score	Contractor	Total Cost Proposal (Base Bid Only)
1	97	Fazzone	\$1,423,261.77
2	94	Sullivan	\$1,429,007.00
3	93	Majestic	\$1,411,277.00
4	76	HCS	\$1,649,500
5	68	Portfolio Builders	\$1,731,500.00

HDR has evaluated Fazzone Construction Company's bid accuracy, qualifications package, and has contacted multiple references. All evaluation has returned satisfactory, and in conversations with Fazzone Construction Company's leadership, they are prepared to execute the project expeditiously.

An alternate item was included in the project for construction of new decorative fencing in front of the Taylor Cemetery along 4th Street. Costs for this alternate item ranged from \$126,149.00 to \$150,909.55. There is no identified funding for this fencing, so the alternate item was not considered in the proposal scoring.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
The project budget allows for this award	There are not sufficient funds to accept the alternate bid item.

4. RECOMMENDATION

Recommend accepting the base proposal from Fazzone Construction Company in the total of \$1,423,261.77 for constructing the new Taylor Animal Shelter Project.

5. FUNDING SOURCE

2022 Bond Funds

6. TIMELINE

Construction Contract Execution: September 2022
Construction Duration: September 2022 to June 2023

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

1. Reject bid from Fazzone
2. Reject all bids.

8. ATTACHMENTS

- 19a. [Recommendation to Award](#) Construction Contract from HDR for Fazzone Construction Company – includes a detailed proposal tabulation



September 15, 2022

Mr. Brian LaBorde
City Manager
City of Taylor
400 Porter Street
Taylor, TX 76574

RE: 2022 Taylor Animal Shelter Project
Recommendation to Award Construction Contract

Dear Mr. LaBorde,

On 16, 2022 at 2:00 PM, HDR Engineering, Inc. and the City of Taylor opened the competitive sealed proposals for the 2022 Animal Shelter Project. The project consists of site work, new paving, various utilities, fencing, signage a kennel expansion, and the installation of two modular buildings currently being procured by the City. Five (5) contractors, Majestic Services, Fazzone Construction Co., Sullivan Contracting Services, HCS Inc., and Portfolio Builders, submitted sealed proposals with proposal prices of \$1,411,277.00, \$1,423,261.77, \$1,429,007.00, \$1,649,500.00 and \$1,731,500.00 respectively.

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Scores were determined utilizing a numerical grading system with grading factors such as proposed price, the bidder's past relationship with the City, the reputation of the bidder, the extent to which the goods or services meet the municipality's needs, and any relevant criteria specifically listed in the request for bids or proposals. Although Majestic Services submitted the lowest proposed price, Fazzone Construction Co. was the contractor that ranked the highest as the best value to the City. The difference in the proposed price totaled \$11,984.77 or 1%. Based on the information presented in the bid proposal, HDR recommends the City of Taylor accept the proposal from Fazzone Construction Co. in the amount of \$1,423,261.77.

Ranking	Total Score	Contractor	Total Cost Proposal (Base Proposal Only)
1	97	Fazzone	\$1,423,261.77
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3	93	Majestic	\$1,411,277.00
4	76	HCS	\$1,649,500
5	68	Portfolio Builders	\$1,731,500.00

We will prepare the Notice of Intent to Award and other contract documents to be forwarded to Fazzone Construction Co. for execution if the City of Taylor concurs with this recommendation.

Sincerely,
HDR Engineering, Inc.



Jacob Walker, P.E.
Associate | HDR Engineering, Inc.
City of Taylor City Engineer

cc:
Commander Joseph Branson

Attachments:

- Proposal Tabulation & Scoring



Proposer				Majestic Services, Inc.		Fazzone Construction		Sullivan Contracting		HCS, Inc.		Portfolio Builders	
Proposal Item #	Attachments:												
	Bid Security			✓		✓		✓		✓		✓	
	Acknowledgement of Addenda 1, 2 & 3			✓		✓		✓		✓		✓	
	Vendor Compliance to State Law			✓		✓		✓		✓		✓	
	Proposed Major Equipment Form			✓		✓		✓		Included but blank		✓	
	Qualifications Statement			✓		✓		✓		✓		✓	
	Description	Quantity	Units	LS Price	Bid Amount	LS Price	Bid Amount	LS Price	Bid Amount	LS Price	Bid Amount	LS Price	Bid Amount
1	Furnish all labor, equipment, materials and installation for scope of work identified in the Issued for Bid Drawings and Specifications	1	LS	\$1,329,777.00	\$1,329,777.00	\$1,341,761.77	\$1,341,761.77	\$1,347,507.00	\$1,347,507.00	\$1,568,000.00	\$1,568,000.00	\$1,650,000.00	\$1,650,000.00
SUBTOTAL BASE PROPOSAL				\$1,329,777.00		\$1,341,761.77		\$1,347,507.00		\$1,568,000.00		\$1,650,000.00	
ALTERNATE PROPOSAL:													
1	ADD ALTERNATE: As per information illustrated on Sheet A1.3, Materials and Labor for 1,670 LF of decorative fence along 4th Street, located at the site neighboring the Animal Shelter	1	LS	\$126,149.00	\$126,149.00	\$150,909.55	\$150,909.55	\$133,000.00	\$133,000.00	\$142,000.00	\$142,000.00	\$127,500.00	\$127,500.00
ALLOWANCES:													
1	ALLOWANCE: Landscaping and Drip Irrigation	1	LS		\$42,500.00		\$42,500.00		\$42,500.00		\$42,500.00		\$42,500.00
2	ALLOWANCE: Security Cameras	1	LS		\$10,500.00		\$10,500.00		\$10,500.00		\$10,500.00		\$10,500.00
3	ALLOWANCE: Shade Structures (2 total), Benches (4 total) and Trash Receptacles (2 total) for "Get Acquainted Yard" a. Fourteen Foot Diameter Hexagon Cantilevered Umbrella, 8 Foot Tall Entry Height with Embedded Gate; b. 6 Foot Aluminum Bench; c. Thirty-Two Gallon Trash Receptacle, Ribbed Steel	1	LS		\$27,500.00		\$27,500.00		\$27,500.00		\$27,500.00		\$27,500.00
4	ALLOWANCE: Bronze plaque	1	LS		\$1,000.00		\$1,000.00		\$1,000.00		\$1,000.00		\$1,000.00
Total Base Proposal				\$1,329,777.00		\$1,341,761.77		\$1,347,507.00		\$1,568,000.00		\$1,650,000.00	
Total Allowances				\$81,500.00		\$81,500.00		\$81,500.00		\$81,500.00		\$81,500.00	
Total Base Proposal Amount				\$1,411,277.00		\$1,423,261.77		\$1,429,007.00		\$1,649,500.00		\$1,731,500.00	
Total Add Alternate Proposal				\$126,149.00		\$150,909.55		\$133,000.00		\$142,000.00		\$127,500.00	
Scoring													
Cost Proposal Summary (Base Proposal Only Considered. Alternate not being considered)				(60 Points)									
Percent Over Low Bid				0.00%		0.85%		1.26%		16.88%		22.69%	
Points				60		59		59		43		37	
Reputation of the Bidder				(10 Points)									
Points (If no references verified, scoring assumes 7/10)				8		10		9		7		7	
Bidder's Past Relationship With City				(10 Points)									
Points (If no history with City, scoring assumes 7/10)				7		10		7		7		7	
The extent to which the goods or services meet the municipality's needs				(10 Points)									
Points				10		10		10		10		10	
Relevant Criteria Specifically Listed in Request for Proposal				(10 Points)									
Points				8		8		9		10		8	
Total Score				93		97		94		77		69	
I, Jacob Walker, P.E., do hereby certify this proposal tabulation is accurate and true													
*Error in Bid Total													



City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

☒ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

Agenda Item #: 20
Agenda Title: Consider Authorizing the Award of Four (4) Construction Contracts for Downtown Projects

Council Action to be taken: Authorize construction contracts

Department Submitted: Public Works

Staff Contact: Jacob Walker, PE - HDR Engineering, City Engineer
Jim Gray, Director of Public Works

1. PURPOSE/DESCRIPTION

This item refers to four (4) bid proposals from:

1. Lone Star Sitework, LLC for the 2nd and Main Intersection improvements project, which consists of construction of a bulb out on the NW corner of 2nd Street and Main Street.
2. Total Highway Maintenance, LLC for the Downtown Striping project, which consists of restriping of parking downtown.
3. Fazzone Construction Co. for the Downtown Signage project, which consists of the installation of various signs downtown.
4. UTZ Environmental Services for the Downtown Streetscape project, which consists of installation of landscaping downtown.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The projects increase safety, more efficiently makes use existing infrastructure, improve wayfinding, and improve aesthetics in the City of Taylor's historic downtown district.

On 09/13/2022, HDR assisted the City in opening sealed proposals for all four projects. 6 responsive bid proposals were submitted. Proposal received were as follows:

1. 2nd at Main Intersections Improvements project:
 - a. Two (2) contractors, Lone Star Sitework and Patin Construction, submitted sealed proposals with total prices of \$226,033.70 and \$364,285.00 respectively.
 - b. Lone Star Sitework was the apparent low bid and is the highest-ranking proposer.
2. Downtown Striping:

- a. One (1) contractor, Total Highway Maintenance, submitted a sealed proposal with total price of \$146,005.90.
3. Downtown Signage:
 - a. Two (2) contractors, Fazzone Construction and Utz Environmental Services, submitted sealed proposals with total prices of \$150,966.62 and \$206,972.00 respectively.
 - b. Fazzone Construction was the apparent low bid and is the highest-ranking proposer.
4. Downtown Streetscape:
 - a. One (1) contractor, Utz Environmental Services, submitted a sealed proposal with total price of \$119,641.00. An error in the bid form was corrected and the revision verified with Utz Environmental Services. The corrected proposal amount is \$83,701.00.
 - b. Separate irrigation improvements will be procured by the City to occur alongside the streetscape improvements.

SUMMARY OF ALL LOW-BID PROPOSALS			
Project:	Base Proposal	Alternate 1	Total Proposal
1. 2nd at Main Intersection Improvements	\$187,558.70	\$38,475.00	\$226,033.70
2. Downtown Striping	\$146,005.90		\$146,005.90
3. Downtown Signage	\$150,966.62		\$150,966.62
4. Downtown Streetscape	\$83,701.00	\$5,240.00	\$88,941.00
Total:	\$598,232.22	\$43,715.00	\$611,947.22

HDR & SEC has evaluated bid accuracy, qualifications package, and has contacted multiple references. All evaluation has returned satisfactory.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
The project budget allows for these awards	There are no Cons for constructing the improvements

4. RECOMMENDATION

Recommend accepting the proposals for:

1. Lone Star Sitework, LLC in the total of \$226,033.70 for the 2nd and Main Intersection improvements project.
2. Total Highway Maintenance, LLC in the total of \$146,005.90 for the Downtown Striping project.
3. Fazzone Construction Co. in the total of \$150,966.62 for the Downtown Signage project.
4. UTZ Environmental Services in the total of \$88,941.00 for the Downtown Streetscape project.

5. FUNDING SOURCE

Downtown Streets Fund

6. TIMELINE

Construction Contract Execution: September 2022

Construction Duration: October 2022 – January 2023.

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

Reject any/all bids.

8. ATTACHMENTS

- 20a. #1. [Recommendation by HDR to Award](#) 2nd at Main Intersection Improvements Construction Contract to Lone Star Sitework LLC – includes a detailed bid tabulation as an attachment.
- 20b. #2. [Recommendation by HDR to Award](#) Downtown Striping Construction Contract to Total Highway Maintenance, LLC – includes a detailed bid tabulation as an attachment.
- 20c. #3. [Recommendation by SEC to Award](#) Downtown Signage Construction Contract to Fazzone Construction Co. – includes a detailed bid tabulation as an attachment.
- 20d. #4. [Recommendation by SEC to Award](#) Downtown Streetscape Construction Contract to UTZ Environmental Services – includes a detailed bid tabulation as an attachment.



September 14, 2022

Mr. Brandt Rydell
Mayor
City of Taylor
400 Porter Street
Taylor, TX 76574

RE: 2nd at Main Intersection Improvements
Recommendation to Award Construction Contract

Dear Mr. Rydell,

On September 13, 2022 at 2:00 PM, HDR Engineering, Inc. and the City of Taylor opened sealed proposal for 2nd at Main Intersection Improvements. The Base Proposal includes construction of a bulb out on the NW corner of 2nd Street at Main Street. The Alternate 1 proposal will swap a portion of the pedestrian pavers on 2nd street for a landscaped area, including irrigation and one tree. Two (2) contractors, Lone Star Sitework and Patin Construction, submitted sealed proposals with total prices of \$226,033.70 and \$364,285.00 respectively.

Lone Star Sitework is the highest-ranking proposer, with a cost proposal 1% higher than the engineering estimate. Their Base Proposal amount is \$187,558.70 and their Alternate 1 proposal amount is 38,475.00. Based on the information presented in the proposal, HDR recommends the City of Taylor accept the combined Base Proposal and Alternate 1 proposal from Lone Star Sitework in the amount of \$226,033.70.

We will prepare the Notice of Intent to Award and other contract documents to be forwarded to Lone Star Sitework for execution if the City of Taylor concurs with this recommendation.

Sincerely,
HDR Engineering, Inc.



Justin D. Carlton, P.E

Attachments:

- Bid Tabulation

2nd at Main Infrastructure Improvements Proposal Tabulation

2ND AT MAIN INTERSECTION IMPROVEMENTS				LONE STAR SITEWORK		PATIN CONSTRUCTION	
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
BASE PROPOSAL				BASE PROPOSAL		BASE PROPOSAL	
0100 6002	PREPARING ROW	STA	1	\$ 2,000.00	\$ 2,000.00	\$ 100,000.00	\$ 100,000.00
0104 6015	REMOVING CONC (SIDEWALKS)	SY	171	\$ 40.10	\$ 6,857.10	\$ 25.00	\$ 4,275.00
0104 6022	REMOVING CONC (CURB AND GUTTER)	LF	13	\$ 30.00	\$ 390.00	\$ 100.00	\$ 1,300.00
0105 6008	REMOVING STAB BASE AND ASPH PAV (6")	SY	32	\$ 85.00	\$ 2,720.00	\$ 50.00	\$ 1,600.00
0132 6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	5	\$ 250.00	\$ 1,250.00	\$ 50.00	\$ 250.00
0401 6001	FLOWABLE BACKFILL	CY	11	\$ 500.00	\$ 5,500.00	\$ 500.00	\$ 5,500.00
0416 6002	DRILL SHAFT (24 IN)	LF	12	\$ 306.00	\$ 3,672.00	\$ 3,000.00	\$ 36,000.00
0465 6233	INLET (COMP) (TY SIDEWALK BRIDGE)	EA	1	\$ 7,200.00	\$ 7,200.00	\$ 20,000.00	\$ 20,000.00
0474 6021	CAST-IN-PLACE TRENCH DRAIN	LF	25	\$ 325.00	\$ 8,125.00	\$ 50.00	\$ 1,250.00
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	\$ 2,220.00	\$ 4,440.00	\$ 5,000.00	\$ 10,000.00
0506 6047	TEMP SDMT CONT FENCE (INLET PROTECTION)	LF	70	\$ 20.00	\$ 1,400.00	\$ 50.00	\$ 3,500.00
0528 6004	LANDSCAPE PAVERS	SY	96	\$ 315.00	\$ 30,240.00	\$ 75.00	\$ 7,200.00
0529 6008	CONC CURB & GUTTER (TY II)	LF	112	\$ 59.00	\$ 6,608.00	\$ 25.00	\$ 2,800.00
0531 6001	CONC SIDEWALKS (4")	SY	176	\$ 103.00	\$ 18,128.00	\$ 200.00	\$ 35,200.00
0531 6004	CURB RAMPS (TY 1)	EA	3	\$ 2,850.00	\$ 8,550.00	\$ 2,500.00	\$ 7,500.00
0556 6008	PIPE UNDERDRAINS (TY 8) (6")	LF	55	\$ 120.00	\$ 6,600.00	\$ 50.00	\$ 2,750.00
0618 6046	CONDT (PVC) (SCH 80) (2")	LF	63	\$ 24.00	\$ 1,512.00	\$ 200.00	\$ 12,600.00
0620 6009	ELEC CONDR (NO.6) BARE	LF	63	\$ 2.70	\$ 170.10	\$ 8.00	\$ 504.00
0644 6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	1	\$ 540.00	\$ 540.00	\$ 500.00	\$ 500.00
0644 6068	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	1	\$ 540.00	\$ 540.00	\$ 250.00	\$ 250.00
0666 6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	53	\$ 9.50	\$ 503.50	\$ 10.00	\$ 530.00
0666 6192	REFL PAV MRK TY II (W) (WORD)	EA	1	\$ 300.00	\$ 300.00	\$ 750.00	\$ 750.00
0666 6223	RE PM TY II(ACC PRK)(WHT)(SYMBOL ONLY)	EA	1	\$ 300.00	\$ 300.00	\$ 750.00	\$ 750.00
0684 6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	95	\$ 2.80	\$ 266.00	\$ 10.00	\$ 950.00
0684 6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	53	\$ 3.00	\$ 159.00	\$ 12.00	\$ 636.00
0687 6001	PED POLE ASSEMBLY	EA	1	\$ 2,580.00	\$ 2,580.00	\$ 5,000.00	\$ 5,000.00
0687 6002	PEDESTRIAN PUSH BUTTON POLE	EA	1	\$ 2,490.00	\$ 2,490.00	\$ 5,000.00	\$ 5,000.00
0688 6001	PED DETECT PUSH BUTTON (APS)	EA	6	\$ 1,428.00	\$ 8,568.00	\$ 1,500.00	\$ 9,000.00
0688 6003	PED DETECTOR CONTROLLER UNIT	EA	1	\$ 3,450.00	\$ 3,450.00	\$ 7,500.00	\$ 7,500.00
0690 6030	REMOVAL OF PEDESTRIAN PUSH BUTTONS	EA	6	\$ 330.00	\$ 1,980.00	\$ 250.00	\$ 1,500.00
6185 6002	TMA (STATIONARY)	DAY	4	\$ 600.00	\$ 2,400.00	\$ 750.00	\$ 3,000.00
COT-001	FIXED BOLLARD	EA	14	\$ 1,230.00	\$ 17,220.00	\$ 1,500.00	\$ 21,000.00
500 6001	MOBILIZATION	LS	1	\$ 20,900.00	\$ 20,900.00	\$ 15,000.00	\$ 15,000.00
FORCE ACCOUNT	For City use in processing Change Orders, Etc. Amount is not guaranteed to Contractor.	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL BASE PROPOSAL AMOUNT:				\$	187,558.70	\$	333,595.00

ALTERNATE 1 PROPOSAL – ADD TREE WELL ON 2ND STREET				ALTERNATE 1		ALTERNATE 1	
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
0104 6022	REMOVING CONC (CURB AND GUTTER)	LF	50	\$ 30.00	\$ 1,500.00	\$ 100.00	\$ 5,000.00
0105 7001	REMOVING STAB BASE AND ASPH PAV (30")	SY	24	\$ 85.00	\$ 2,040.00	\$ 100.00	\$ 2,400.00
0161 6018	COMPOST MANUF TOPSOIL	CY	12	\$ 120.00	\$ 1,440.00	\$ 300.00	\$ 3,600.00
0170 6001	IRRIGATION SYSTEM	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 5,000.00	\$ 5,000.00
0192 6028	PLANT MATERIAL (1 GAL) (SHRUB)	EA	37	\$ 200.00	\$ 7,400.00	\$ 20.00	\$ 740.00
0192 6046	PLANT MATERIAL (MIN 3" CAL) (B&B)	EA	1	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00
0192 7001	MULCH (4")	SY	17	\$ 180.00	\$ 3,060.00	\$ 100.00	\$ 1,700.00
0401 6001	FLOWABLE BACKFILL	CY	-1	\$ 500.00	\$ (500.00)	\$ 500.00	\$ (500.00)
0402 6001	TRENCH EXCAVATION PROTECTION	LF	40	\$ 20.00	\$ 800.00	\$ 5.00	\$ 200.00

2nd at Main Infrastructure Improvements Proposal Tabulation

2ND AT MAIN INTERSECTION IMPROVEMENTS				LONE STAR SITEWORK		PATIN CONSTRUCTION	
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
0528 6004	LANDSCAPE PAVERS	SY	-19	\$ 185.00	\$ (3,515.00)	\$ 75.00	\$ (1,425.00)
0529 6038	CONC CURB (RIBBON)	LF	37	\$ 30.00	\$ 1,110.00	\$ 25.00	\$ 925.00
0556 6008	PIPE UNDERDRAINS (TY 8) (6")	LF	32	\$ 120.00	\$ 3,840.00	\$ 50.00	\$ 1,600.00
COA-510-NWS	NEW WATER SERVICE	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
COT-002	ROOT BARRIER (36")	LF	66	\$ 50.00	\$ 3,300.00	\$ 75.00	\$ 4,950.00
TOTAL ALTERNATE 1 PROPOSAL AMOUNT:				\$	38,475.00	\$	30,690.00

COST PROPOSAL SUMMARY	COST SUMMARY	COST SUMMARY
TOTAL BASE PROPOSAL AMOUNT:	\$ 187,558.70	\$ 333,595.00
TOTAL ALTERNATE 1 PROPOSAL AMOUNT:	\$ 38,475.00	\$ 30,690.00
SUM TOTAL OF BASE PROPOSAL AND ALL ALTERNATES:	\$ 226,033.70	\$ 364,285.00
PERCENT OVER LOW PROPOSAL:	0%	61%
POINTS:	60	23

CALENDAR DAYS FOR SUBSTANTIAL COMPLETION OF BASE PROPOSAL:	49	56
POINTS:	10	9

STATEMENT OF PROPOSER'S QUALIFICATIONS, EXPERIENCE, AND REFERENCES	POINTS:	30	28
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ADDENDUMS ACKNOWLEDGED:	Y	Y
PROPOSAL SECURITY INCLUDED:	Y	Y

TOTAL POINTS:	100	60
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 I, Justin Carlton, P.E. #127593, do hereby certify that this proposal tabulation is accurate and true.



September 14, 2022

Mr. Brandt Rydell
Mayor
City of Taylor
400 Porter Street
Taylor, TX 76574

RE: Downtown Striping
Recommendation to Award Construction Contract

Dear Mr. Rydell,

On September 13, 2022 at 2:00 PM, HDR Engineering, Inc. and the City of Taylor opened sealed proposals for Downtown Striping. The project includes restriping of downtown Taylor to increase parking. One (1) contractor, Total Highway Maintenance, submitted a sealed proposal with total price of \$146,005.90.

Total Highway Maintenance's cost proposal was 32% higher than the engineering estimate. Based on the information presented in the proposal, HDR recommends the City of Taylor accept the proposal from Total Highway Maintenance in the amount of \$146,005.90.

We will prepare the Notice of Intent to Award and other contract documents to be forwarded to Total Highway Maintenance for execution if the City of Taylor concurs with this recommendation.

Sincerely,
HDR Engineering, Inc.



Justin D. Carlton, P.E

Attachments:

- Bid Tabulation

Downtown Striping Proposal Tabulation

DOWNTOWN STRIPING				TOTAL HIGHWAY MAINTENANCE	
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
BASE PROPOSAL				BASE PROPOSAL	
0500 6001	MOBILIZATION	LS	1	\$ 7,500.00	\$ 7,500.00
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	\$ 500.00	\$ 500.00
0644 6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	20	\$ 690.00	\$ 13,800.00
0644 6076	REMOVE SM RD SN SUP&AM	EA	9	\$ 150.00	\$ 1,350.00
0666 6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LF	82	\$ 2.50	\$ 205.00
0666 6010	REFL PAV MRK TY I (W)4"(SLD)(60MIL)	LF	2926	\$ 1.25	\$ 3,657.50
0666 6012	REFL PAV MRK TY I (W)4"(SLD)(100MIL)	LF	28826	\$ 1.25	\$ 36,032.50
0666 6022	REFL PAV MRK TY I (W)6"(SLD)(60MIL)	LF	911	\$ 2.00	\$ 1,822.00
0666 6024	REFL PAV MRK TY I (W)6"(SLD)(100MIL)	LF	1511	\$ 2.00	\$ 3,022.00
0666 6046	REFL PAV MRK TY I (W)24"(SLD)(060MIL)	LF	196	\$ 8.00	\$ 1,568.00
0666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	414	\$ 8.00	\$ 3,312.00
0666 6184	REFL PAV MRK TY II (W) (ARROW)	EA	12	\$ 95.00	\$ 1,140.00
0666 6224	PAVEMENT SEALER 4"	LF	28826	\$ 0.30	\$ 8,647.80
0666 6225	PAVEMENT SEALER 6"	LF	1511	\$ 0.50	\$ 755.50
0666 6230	PAVEMENT SEALER 24"	LF	414	\$ 3.00	\$ 1,242.00
0666 6241	PAVEMENT SEALER (SYMBOL)	EA	36	\$ 75.00	\$ 2,700.00
0666 9001	REFL PAV MRK TY II (R) 6" (SLD)	LF	2151	\$ 1.00	\$ 2,151.00
0668 6113	PRE PM TY C(ACC PRK)(BL&WH)(W/BORDR)LG	EA	24	\$ 475.00	\$ 11,400.00
0677 6001	ELIM EXT PAV MRK & MRKS (4")	LF	16746	\$ 0.85	\$ 14,234.10
0677 6002	ELIM EXT PAV MRK & MRKS (6")	LF	1414	\$ 0.85	\$ 1,201.90
0677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	413	\$ 6.00	\$ 2,478.00
0677 6017	ELIM EXT PAV MRK & MRKS (SYMBOL)	EA	16	\$ 300.00	\$ 4,800.00
0678 6001	PAV SURF PREP FOR MRK (4")	LF	28826	\$ 0.35	\$ 10,089.10
0678 6002	PAV SURF PREP FOR MRK (6")	LF	1511	\$ 0.50	\$ 755.50
0678 6008	PAV SURF PREP FOR MRK (24")	LF	414	\$ 3.00	\$ 1,242.00
0678 6021	PAV SURF PREP FOR MRK (SYMBOL)	EA	36	\$ 150.00	\$ 5,400.00
FORCE ACCOUNT	For City use in processing Change Orders, Etc. Amount is not guaranteed to Contractor.	LS	1	\$ 5,000.00	\$ 5,000.00
TOTAL BASE PROPOSAL AMOUNT:				\$ 146,005.90	
PERCENT OVER LOW PROPOSAL:				0%	
POINTS:				60	

Downtown Striping Proposal Tabulation

DOWNTOWN STRIPING				TOTAL HIGHWAY MAINTENANCE	
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
CALENDAR DAYS FOR SUBSTANTIAL COMPLETION OF BASE PROPOSAL:					28
POINTS:					10

ADDENDUMS ACKNOWLEDGED:	Y
PROPOSAL SECURITY INCLUDED:	Y

STATEMENT OF PROPOSER'S QUALIFICATIONS, EXPERIENCE, AND REFERENCES	POINTS:	25
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TOTAL POINTS:	95
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 I, Justin Carlton, P.E. #127593, do hereby certify that this proposal tabulation is accurate and true.



September 14, 2022

City of Taylor
400 Porter Street
Taylor, Texas

Re: Recommendation of Award - Construction of the Downtown Signage Project, City of Taylor,
Williamson County, Texas

To Whom it May Concern:

On 9/13/2022, SEC Planning, LLC, received two (2) qualified bids for the referenced project. After review of the provided bids in comparison to the evaluation criteria in Section 16 of the Supplementary Instructions, SEC recommends that the project be awarded to Fazzone Construction Co., for the Total Bid Amount of **\$150,966.62** and 90/120 calendar days construction time.

Enclosed for your review is a copy of the bid tabulation summary. Please call me at 512.246.7003 if you have questions regarding the bid.

Sincerely,

Cynthia A McCalmont, PLA, ASLA
Landscape Architect



September 14, 2022

City of Taylor
400 Porter Street
Taylor, Texas

Re: Recommendation of Award - Construction of the Downtown Streetscape Project, City of Taylor, Williamson County, Texas

To Whom it May Concern:

On 9/13/2022, SEC Planning, LLC, received one (1) qualified bid for the referenced project. After review of the provided bid in comparison to the evaluation criteria in Section 16 of the Supplementary Instructions, SEC recommends that the project be awarded to UTZ Environmental Services, for the Total Bid Amount of **\$83,701.00** and 90/120 calendar days construction time.

Enclosed for your review is a copy of the bid tabulation summary. Please call me at 512.246.7003 if you have questions regarding the bid.

Sincerely,

Cynthia A McCalmont, PLA, ASLA
Landscape Architect

BASE BID – DOWNTOWN STREETSCAPE					Utz Environmental - 09/13/2022																																								
ITEM NO.	SPEC.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE																																							
LANDSCAPE AND IRRIGATION																																													
1	100 6001	PREPARING SITE (FOR NEW SOILS, IRRIGATION SYSTEM, PLANTING & ALL MULCHES)	LS	1	\$4,325.00	\$4,325.00																																							
2	2300	TURN-KEY SITE GRADING (TO INCLUDE FINE GRADING & ALL HERBICIDE TREATMENTS FOR INSTALLATION OF ALL LANDSCAPE ITEMS AS SHOWN IN THE BID DOCUMENTS. PRICES TO INCLUDE ALL LABOR, SUPERVISION AND EQUIPMENT TO BE USED FOR THE PROJECT.)	LS	1	\$1.50	\$6,675.00																																							
3	1000 6001	LANDSCAPE MAINTENANCE (PRICE INCLUDES CORRECTION OF DEFICIENCIES FOR ITEMS IN SPEC 02490 AND 02486)	MO	12	\$85.00	\$12,000.00																																							
4	PER PLAN	SHADE TREES (3" CALIPER, 12-15' HT X 8' SPD MIN., CONTAINER GROWN)	EA	4	\$850.00	\$3,400.00																																							
5	PER PLAN	ORNAMENTAL TREES (1" CAL. 8-9' HT X 3-4' SPD MIN., CONTAINER GROWN)	EA	3	\$685.00	\$2,055.00																																							
6	2490	PLANT MATERIAL (5 GALLON CONTAINER, FULL)	EA	242	\$35.00	\$8,470.00																																							
7	PER PLAN	PLANT MATERIAL (3 GALLON CONTAINER, FULL)	EA	513	\$30.00	\$15,390.00																																							
8	PER PLAN	PLANT MATERIAL (1 GALLON CONTAINER, FULL)	EA	127	\$10.00	\$1,270.00																																							
9	PER PLAN	PLANT BED SOIL MIX (PRO-GRO SOIL MIX OR APPROVED EQUAL)	CY	83	\$45.00	\$3,735.00																																							
10	PER PLAN	IMPORTED DOUBLE SHREDDED CEDAR MULCH, SPREAD	CY	42	\$85.00	\$3,570.00																																							
12	PER PLAN	CHOCOLATE LOAM TOP SOIL	CY	1,198	\$30.00	\$35,940.00																																							
13	PER PLAN	WASHED RIVER GRAVEL, 4" DEPTH (10%-2" DIA, 40%-1" DIA, 50%-5/8" DIA)	CY	53	\$200.00	\$10,600.00																																							
14	PER PLAN	STEEL EDGING (3/16" X 4") BROWN	LF	637	\$9.00	\$5,733.00																																							
15	PER PLAN	FILTER FABRIC / WEED BARRIER	SF	4,293	\$0.50	\$2,145.00																																							
16		GENERAL CONDITIONS (MAY INCLUDE INSPECTION FEES, ENGINEERING, AND OTHER MISCELLANEOUS ITEMS)	LS	1	\$1,730.00	\$1,730.00																																							
17		SURVEYS FOR PROPOSED AREAS (NECESSARY SURVEYS TO COMPLETE WORK SCOPE, COMPLETED AS-BUILTS)	LS	1	\$2,603.00	\$2,603.00																																							
18		MISCELLANEOUS WORK ALLOWANCE	LS	1	\$0.00	\$0.00																																							
SUBTOTAL LANDSCAPE & IRRIGATION						\$83,701.00																																							
BID ALTERNATIVES																																													
A1		Add Alternate 3rd Street Northeast of Main (Outlined on 2 Seet LP-2 & LPD-1)	EA	1		\$5,240.00																																							
GRAND TOTAL FOR DOWNTOWN STREETSCAPE						\$83,701.00																																							
2022 Streetscape Proposal Tabulation																																													
<table><tr><th colspan="3">2022 Downtown Streetscape Tabulation Summary</th></tr><tr><th>Total Base Proposal Amount</th><th>Max Points</th><th>Awarded Points</th></tr><tr><td>1. Background, Experience, Qualifications, Safety</td><td>30</td><td></td></tr><tr><td> a. Background</td><td>7.5</td><td>7.5</td></tr><tr><td> b. Experience</td><td>7.5</td><td>7.5</td></tr><tr><td> c. Qualifications</td><td>7.5</td><td>7.5</td></tr><tr><td> d. Saftey</td><td>7.5</td><td>0</td></tr><tr><td>2. Proposed Plan, Schedule & Quality Control Program</td><td>30</td><td></td></tr><tr><td> a. Proposed Plan</td><td>10</td><td>0</td></tr><tr><td> b. Schedule</td><td>10</td><td>10</td></tr><tr><td> c. Quality Control Program</td><td>10</td><td>0</td></tr><tr><td>3. Price</td><td>40</td><td>40</td></tr><tr><td>Grand Total Points</td><td>100</td><td>72.5</td></tr></table>							2022 Downtown Streetscape Tabulation Summary			Total Base Proposal Amount	Max Points	Awarded Points	1. Background, Experience, Qualifications, Safety	30		a. Background	7.5	7.5	b. Experience	7.5	7.5	c. Qualifications	7.5	7.5	d. Saftey	7.5	0	2. Proposed Plan, Schedule & Quality Control Program	30		a. Proposed Plan	10	0	b. Schedule	10	10	c. Quality Control Program	10	0	3. Price	40	40	Grand Total Points	100	72.5
2022 Downtown Streetscape Tabulation Summary																																													
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City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 21
Agenda Title: Consider City Council meeting dates in November and December

Council Action to be taken: Determine meeting dates

Department Submitted: City Management

Staff Contact: Dianna McLean, City Clerk

1. PURPOSE/DESCRIPTION

This agenda item is to obtain guidance from the City Council on Council meeting dates in November and December due to scheduled holidays (Thanksgiving and Christmas).

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Historically, the Council has cancelled the 2nd meeting in November and December due to conflicts with the Thanksgiving and Christmas holidays.

- The second regularly scheduled council meeting of November falls on the 24th, Thanksgiving Day.
- The second regularly scheduled council meeting of December falls on the 22nd, the day before the Christmas Eve break.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• N/A	• N/A

4. RECOMMENDATION

Cancel the November 24th regularly scheduled meeting,
Cancel the December 22nd regularly scheduled meeting,

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

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

Reschedule the meetings to a different date within the respective month.

8. ATTACHMENTS

21a. [November and December calendars](#)

November

2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8 P&Z meeting	9	10	11 Veterans Day	12
13	14	15	16 P&R Board Mtg	17	18	19
20	21	22	23	24 Thanksgiving	25 Holiday	26
27	28	29	30			

December

2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13 P&Z Meeting	14	15	16	17
18	19	20	21 Parks & Rec mtg	22	23 Christmas Holiday	24
25	26 Christmas Holiday	27	28	29	30	31



City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 22

Agenda Title: Consider approval of an option agreement with Taylor ISD for purchase of real property and authorize the City Manager to execute the agreement

Council Action to be taken: Approve option agreement

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager
Lisa Cooper, HDR

1. PURPOSE/DESCRIPTION

To consider approving an option agreement to purchase land for a drainage project.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Specifics of this item will be discussed in Executive Session.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Will help improve drainage system	NA

4. RECOMMENDATION

Staff recommends City Council approve the option agreement with Taylor ISD and authorize the City Manager to execute the agreement.

5. FUNDING SOURCE

NA

6. TIMELINE

NA

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

NA

8. ATTACHMENTS



City Council Meeting September 22, 2022 Transmittal Letter

STRATEGIC PILLAR

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

Agenda Item #: 23

Agenda Title: Consider approval of a Memorandum of Understanding agreement with Taylor ISD for purchase of real property and authorize the City Manager to execute the agreement

Council Action to be taken: Approve Memorandum of Understanding

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager
Lisa Cooper, HDR

1. PURPOSE/DESCRIPTION

The City needs to approval of this memorandum of understanding to purchase land for a drainage project.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City of Taylor needs to execute this MOU, as the General Land Office and Texas Water Development Board is requiring this document to show we are working with Taylor ISD on purchasing the property. The purchased property will help with a drainage project currently being grant funded.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Will help improve drainage system	NA

4. RECOMMENDATION

Staff recommends City Council approve the MOU agreement with Taylor ISD and authorize the City Manager to execute the agreement.

5. FUNDING SOURCE

NA

6. TIMELINE

NA

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

NA

8. ATTACHMENTS

23a. [Memorandum of Understanding with Taylor ISD](#)

MEMORANDUM OF UNDERSTANDING (MOU)

Between the CITY OF TAYLOR and the
The TAYLOR INDEPENDENT SCHOOL DISTRICT

Pertaining to:

Proposed Donna Channel Improvements Project

WHEREAS, The City of Taylor (City) was awarded a Community Development Block Grant Mitigation Grant Program (CDBG-MIT) project through the General Land Office (GLO) for the Donna Channel Improvements Project (“the Project”) and anticipates an award from the Texas Water Development Board for a Loan/Grant through the Flood Infrastructure Fund (FIF) in the first quarter of 2023:

WHEREAS, the City must acquire property to construct a detention facility for the project; and,

WHEREAS, the Taylor Independent School District (TISD) is offering property for sale in the area and along Donna Channel; and

WHEREAS, the City has signified the intention to purchase said property once the City receives Authority to Use Grant Funds (AUGF)/Environmental Clearance through the GLO and TWDB; and,

WHEREAS, the City shall sign an option agreement with fee to the TISD in good faith that the City will be acquiring said property once AUGF/Environmental Clearance is received.

BE IT THEREFORE AGREED AS FOLLOWS:

- 1) The TISD acknowledges and concurs with the execution of an option agreement based on TISD’s appraisal (Exhibit A) with the City for necessary property for the project.
- 2) The TISD will approve the Option Agreement for signature as the City awaits AUGF/Environmental Clearance from the GLO and TWDB.
- 3) The City acknowledges that the TISD is not financially responsible for the Project nor will the TISD be liable for any future claims, future maintenance costs, or damages that may result from the Project.

IN WITNESS THEREOF, the City and TISD hereto have caused this MOU to be duly executed on the _____ day of _____, 2022.

City of Taylor, Texas

Taylor Independent School District

City Manager of Taylor, TX

Superintendent of Taylor ISD