

AGENDA

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

MAY 8, 2014, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

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

PROCLAMATIONS

1. Proclamation: National Police Week, May 11-17, 2014. (Mayor)
2. Proclamation: National Preservation Month (Mayor)
3. Receive certificates of recognition from United Way of Williamson County. (Ed Komandosky)

CONSENT AGENDA

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

4. Approve minutes for April 24, 2014. (Susan Brock)
5. Approve Ordinance 2014-07 to amend the Taylor Zoning Ordinance sub section 3.3.8, section 3.3, Supplemental use Regulations, Chapter 3, relating to the regulation of distances between bars, taverns, and liquor stores and schools, hospitals, and churches as required by the Texas Alcoholic Beverage Code Section 109.33 (Bob vanTil)
6. Approve Ordinance 2014-06 for a Specific Use Permit (SUP) on property owned by Tapimata, LLC, consisting of 16.163 acres located in the James C. Eaves Survey, Abstract 214 and the William R Williams Survey, Abstract 665, City of Taylor Williamson County Texas (1402 Welch Street) allowing for the sale of alcoholic beverages, concerts, live bands, flea markets, rodeos, weddings, revivals, carnivals, circuses, sporting events, and the preparation of and sale of food. (Bob vanTil)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

7. Receive annual report from the Moody Museum Advisory Board. (Susan Komandosky)
8. Consider approving Resolution R14 – 09 selecting and approving projects for the 2014 Community Development Block Grant (CDBG) application to Williamson County. (Bob vanTil)
9. Consider amended reimbursement agreement with McCoy's Lumber Co. for additional expenses incurred for off -site improvements. (Bob vanTil)
10. Consider request from Library Advisory Board to spend Ned Estate funds. (Karen Ellis)
11. Receive update on substandard and abandoned buildings. (Bob vanTil)
12. Receive presentation from Utility Billing Department regarding utility bills. (Beth Wilkes)
13. Consider approving a Memorandum of Understanding to submit to the Taylor Independent School District regarding the 7th Street campus. (Jeff Straub)
14. Consider future agenda items. (Mayor)

EXECUTIVE SESSION

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

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on May 5, 2014 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 are wheelchair accessible. Reasonable accommodations will be provided for persons attending city council meetings in need of special assistance. Please contact Susan Brock, City Clerk, at least 24 hours prior to the meeting for special assistance.

Posted By: _____ Date _____
Jeff Straub, Interim City Manager



City Council Meeting
May 8, 2014
Agenda Item Transmittal

Agenda Item #: 1
Agenda Title: Proclamation: National Police Week, May 11-17, 2014
Council Action to be taken: Mayor Pro-tem Gonzales presents proclamation.
Initiating Department: Police Department
Staff Contact: Henry Fluck, Chief of Police

1. INTRODUCTION/PURPOSE

To recognize National Police Week 2014 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

2. DESCRIPTION/ JUSTIFICATION

There are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Taylor Police Department. Approximately 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries. In 2013, there were 105 officers killed in the line of duty.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

May 15, 2014, is designated by the Congress and President of the United States as Peace Officers Memorial Day in honor of all fallen officers and their families and the week in which it falls in, May 11-17, 2014 as National Police Week.

5. RECOMMENDATION

Mayor Ancira to sign and present the National Police Week Proclamation.

6. REFERENCE FILES

- 1a. [National Police Week 2014 Proclamation](#)

PROCLAMATION

NATIONAL POLICE WEEK

2014

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the members of the Taylor Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Taylor; and

WHEREAS, members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families.

NOW, THEREFORE, as Mayor of the City of Taylor, I call on all citizens of Taylor to observe the week of May 11- 17, 2014 as Police Week to commemorate police officers, past and present, and to observe May 15, 2014 as Peace Officers Memorial Day to honor those peace officers who have lost their lives or have become disabled in the performance of their duty.

PROCLAIMED this the 8th day of May, 2014.

Christopher Gonzales, Sr., Mayor Pro-tem



***City Council Meeting
May 8, 2014
Agenda Item Transmittal***

Agenda Item #: 2
Agenda Title: Proclamation: May is National Historic Preservation Month
Council Action to be taken: Mayor will present Proclamation
Initiating Department: Main Street Program
Staff Contact: Deby Lannen, Main Street Manager

1. INTRODUCTION/PURPOSE

This item is added to bring attention to the role, relevance and importance of National Historic Preservation in the community.

2. DESCRIPTION/ JUSTIFICATION

Each year, Staff asks the Council, more specifically the Mayor to make this proclamation in order to demonstrate the City's support for the preservation of historical buildings. The national theme this year is **"New Age of Preservation: Embark, Inspire, Engage,"** to focus on events that will engage citizens to celebrate history and historic places.

3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

This recognition is done annually during the month of May.

5. RECOMMENDATION

Staff recommends that the month of May be proclaimed as National Historic Preservation Month.

6. REFERENCE FILES

2a. [Proclamation](#)

Proclamation

NATIONAL HISTORIC PRESERVATION MONTH

Whereas, historic preservation is an important tool for managing growth, revitalizing neighborhoods, and fostering local pride; and

Whereas, historic preservation is important for all communities, both urban and rural, and for Americans of all age; and

Whereas, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve their heritage; and

Whereas, “*New Age of Preservation: Embark, Inspire Engage!*” is the theme for National Historic Preservation Month , 2014, cosponsored by Taylor Main Street, Taylor Conservation & Heritage Society and the National Trust for Historic Preservation.

Now, therefore, as Mayor of the City of Taylor I do hereby proclaim the month of May be recognized as

National Historic Preservation Month

Proclaimed this 8th day of May, 2014.

Christopher Gonzales, Sr., Mayor Pro-Tem



***City Council Meeting
May 8, 2014
Agenda Item Transmittal***

Agenda Item #: 3

Agenda Title: Receive certificates of recognition from United Way of Williamson County

Council Action to be taken: Receive certificates

Initiating Department: City Administration

Staff Contact: Jeff Straub, Interim City Manager

1. INTRODUCTION/PURPOSE

Ed Komandosky, representing United Way of Williamson County wishes to present certificates of appreciation to the Council.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES



City Council Meeting
May 8, 2014
Agenda Item Transmittal

Agenda Item #: 4
Agenda Title: Approve minutes for April 24, 2014.
Council Action: Approve by consent or approve with corrections
Initiating Department: City Management/City Clerk
Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

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

2. DESCRIPTION/ JUSTIFICATION

N/A

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. REFERENCE FILES

4a. [Minutes, April 24, 2014.](#)

The City Council of the City of Taylor met on April 24, 2014, at City Hall, 400 Porter St., Taylor, Texas. Mayor Jesse Ancira, Jr. declared a quorum and called the meeting to order at 6:01 p.m. with the following present:

Mayor Pro Tem Chris Gonzales
Council Member Scott Green
Council Member Donald Hill
Council Member Brandt Rydell

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

INVOCATION

Mr. Danny Thomas led the group in prayer.

PLEDGE OF ALLEGIANCE

RECOGNITION

Mayor Ancira recognized Esther Walton and presented the graduates of the first Taylor 101 class with a certificate of completion.

CITIZENS COMMUNICATION

Citizens who came forward during this time included Matthew Temple who spoke on behalf of the graduates of Taylor 101 and presented a donation to the Taylor Animal Shelter from the students as a gesture of appreciation to staff for sharing their time and expertise to make the classes enjoyable; Mr. Norman Klotz presented a request for Council to consider moving forward with the construction of a road (Schroeder Lane) that would connect East Lake Drive and Old Thorndale Road; Reverend Kathleen Eason spoke on behalf of Andrew Gonzales requesting Council to make improvements to the Doak baseball fields; Mr. John Nelson and Ms. Pat Helbert expressed their support on repurposing the old 7th Street school facilities; and Mr. Andres Leal voiced a concern for fair treatment when issuing permits.

CONSENT AGENDA

1. APPROVE MINUTES FOR APRIL 10 AND APRIL 15, 2014.
2. CONCUR WITH PRELIMINARY FINANCIALS FOR MARCH, 2014
3. APPROVE ORDINANCE 2013-22 TO AMEND THE ZONING ORDINANCE BY ADDING A DEFINITION FOR 'MUSIC CONCERT AND DANCE HALL, OUTDOOR' AND TO ADD THE USE OF 'MUSIC CONCERT AND DANCE HALL, OUTDOOR' TO TABLE 3 PERMITTED USES AS A SPECIFIC USE PERMIT.
4. APPROVE ORDINANCE 2013-21 TO REZONE PROPERTY LOCATED AT 1402 WELCH STREET FROM R-1 SINGLE FAMILY TO M-1 LIGHT INDUSTRIAL DESCRIBED AS 12.44 ACRES OUT OF A 16.16 ACRE TRACT IN THE JAMES C. EAVES, SURVEY, ABSTRACT NO. 214 AND THE WILLIAM R. WILLIAMS SURVEY, ABSTRACT NO. 665, CITY OF TAYLOR, WILLIAMSON COUNTY.
Council Member Hill moved to approve the consent agenda as presented and Council Member Green seconded the motion. VOTE: Five voted AYE. Motion passed.

PUBLIC HEARINGS

5. CONDUCT PUBLIC HEARING AND CONSIDER INTRODUCING ORDINANCE 2014-07 TO AMEND THE TAYLOR ZONING ORDINANCE SUB SECTION 3.3.8, SECTION 3.3, SUPPLEMENTAL USE REGULATIONS, CHAPTER 3, RELATING TO THE REGULATION OF DISTANCES BETWEEN BARS, TAVERNS, AND LIQUOR STORES AND SCHOOLS, HOSPITALS, AND CHURCHES AS REQUIRED BY THE TEXAS ALCOHOLIC BEVERAGE CODE SECTION 109.33.

Mr. Bob vanTil, Director of Planning and Development, presented information regarding an amendment to the Zoning Ordinance to eliminate duplication of information contained in other ordinances. The distance requirements will be carried out in accordance with State law and the amendment removes the conflict in City Codes.

Mayor Ancira opened the Public Hearing. No citizens came forward to speak on this issue. Hearing no further comment or discussion Mayor Ancira asked Mr. Hejl to introduce the ordinance as presented.

ORDINANCE NO. 2014-07

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ZONING ORDINANCE NO. 2001-17, AMENDING CHAPTER 3, SECTION 3.3, SUPPLEMENTAL USE REGULATIONS BY REPEALING SECTION 3.3.8.

6. CONDUCT PUBLIC HEARING AND CONSIDER INTRODUCING ORDINANCE 2014-06 FOR A SPECIFIC USE PERMIT (SUP) ON PROPERTY OWNED BY TAPIMATA, LLC, CONSISTING OF 16.163 ACRES LOCATED IN THE JAMES C. EAVES SURVEY, ABSTRACT 214 AND THE WILLIAM R WILLIAMS SURVEY, ABSTRACT 665, CITY OF TAYLOR WILLIAMSON COUNTY TEXAS (1402 WELCH STREET) ALLOWING FOR THE SALE OF ALCOHOLIC BEVERAGES, CONCERTS, LIVE BANDS, FLEA MARKETS, RODEOS, WEDDINGS, REVIVALS, CARNIVALS, CIRCUSES, SPORTING EVENTS, AND THE PREPARATION OF AND SALE OF FOOD.

Mr. vanTil presented an overview of the process leading up to this request for a Specific Use Permit (SUP) and outlined what specific requirements are included in the ordinance. Mayor Pro Tem Gonzales expressed concern for some of the requirements included in the SUP: Item 18 regarding the restriction of “keeping” firearms was amended because of a conflict with State law; he feels that Item 3 regarding the need for additional fencing on the east side of the property, is unnecessary due to existing fences and No Trespassing Signs already in place; and Item 4 which requires the installation of sound absorbent materials could be a financial burden on the property owner and may not be effective in the existing situation which also has time limits on when music can be played.

With no other comments from Council Members, Mayor Ancira opened the Public Hearing. The following citizens came forward to speak in favor of the request: Mr. Jose Orta. Speaking against the request or those with additional concerns: Mr. Don Bunner, property owner on Sarah Cove, Ms. Janice Killian, with T. Don Hutto, and Ms. Meagan Crow representing the Union Pacific Railroad.

Hearing no further comment or discussion Mayor Ancira asked Mr. Hejl to introduce the ordinance as presented.

ORDINANCE NO. 2014-06

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT ALLOWING THE SALE OF ALCOHOLIC BEVERAGES CONCERTS, LIVE BANDS, FLEA MARKETS, RODEOS, WEDDINGS, REVIVALS, CARNIVALS, CIRCUSES, SPORTING EVENTS THAT INCLUDE BASEBALL, SOCCER, FOOTBALL, WRESTLING AND OTHER SIMILAR SPORTING EVENTS, AND THE PREPARATION OF AND THE SALE OF FOOD ON PROPERTY LOCATED AT 1402 WELCH STREET; AND PROVIDING A SAVINGS CLAUSE.

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

7. CONSIDER AWARDDING CONTRACT TO RAMMING PAVING FOR FAIR TO GOOD STREET REHABILITATION PROGRAM.

Mr. Casey Sledge, consulting city engineer presented a request to award a contract to Ramming Paving for a project that includes taking the Fair Streets to Good condition. The only bid received came well under the amount budgeted.

Council Member Rydell moved to award the bid to Ramming Paving for an amount not to exceed \$2,317,951.00 with funds from Certificates of Obligation previously earmarked by Council for this project. Council Member Hill seconded the motion. VOTE: Five voted AYE. Motion passed.

8. RECEIVE QUARTERLY REPORT FROM THE TAYLOR CHAMBER OF COMMERCE.

Mr. Thomas Martinez, President, Taylor Chamber of Commerce, presented his quarterly report to Council. No action was taken on this item.

9. CONSIDER APPROVING RESOLUTION R14-06 IN SUPPORT OF IMPROVEMENTS TO THE TAYLOR MUNICIPAL AIRPORT AS RECOMMENDED BY THE TEXAS DEPARTMENT OF TRANSPORTATION AVIATION DIVISION.

Ms. Esther Walton, Assistant to the City Manager, and David Cornelius, Airport Manager, presented a request to consider approving a resolution in support of additional

improvements to the Airport. These funds will be used for pavement rehabilitation, additional T-Hangars and apron design.

Mayor Pro tem Gonzales moved to approve Resolution R14-06 as presented with \$304,774.00 in matching funds to come from a future debt issuance and Council Member Hill seconded the motion. VOTE: Five voted AYE. Motion passed.

10. CONSIDER APPROVING RESOLUTION R14-09 SELECTING AND APPROVING A PROJECT FOR THE 2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION TO WILLIAMSON COUNTY.

Mr. van Til presented a request to approve a resolution regarding an application for 2014 Community Development Block Grant funds from Williamson County. The proposed grant request would include funds to repair streets and replace water and sewer lines on 3rd and/or 4th streets, depending on the amount of funds available. Council Member Hill made a request to include in the application a request for \$150,000 for improvements to the Community Center located in Robinson Park. Citing a concern that the Street Committee has not had an opportunity to review this request Council agreed to bring the item back at the May 8th meeting after the Street Committee has reviewed the proposal.

11. CONSIDER APPROVING RESOLUTION R14-10 CONSENTING TO TEXAS DEPARTMENT OF TRANSPORTATION ADVANCED FUNDING AGREEMENT FOR THE TRANSPORTATION ENHANCEMENT PROJECT ON US HWY 95/MAIN STREET.

Mr. vanTil presented a request to approve a resolution and the Advanced Funding Agreement with the Texas Department of Transportation for the grant that was awarded in the fall of 2013 for sidewalks on Highway 95/Main Street. The project grant is for \$1,380,000 and the city local match in the agreement is \$345,000 with the City setting aside additional funds (\$205,000) to cover contingencies. Additional funds in the amount of \$45,000 will also be paid to cover State overhead which is not included in the local match.

Council Member Hill moved to approve Resolution R14-10 as presented and Council Member Rydell seconded the motion. VOTE: Five voted AYE. Motion passed.

12. CONSIDER INSTRUCTING THE CITY MANAGER TO CRAFT A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE TAYLOR INDEPENDENT SCHOOL DISTRICT TO ALLOW TIME TO SOLICIT REQUESTS FOR PROPOSALS FOR THE POTENTIAL REDEVELOPMENT OR REPURPOSING OF THE 7TH STREET CAMPUS.

Mr. Straub presented a request to approve the development of a Memorandum of Understanding (MOU) to be submitted to the Taylor Independent School District (TISD) for their consideration regarding the 7th Street School campus. Council Member Green stressed

the need for Council to meet with the TISD Board before moving forward and to be sure that that the current proposal already received is considered in this process.

Mr. Joe Burgess and Ms. Nancci Maloney of 905 Davis Street and Ms. Janetta McCoy, Chair of the 7th Street Task Force encouraged the Council to continue to move forward with this process and to develop a partnership that will benefit all parties.

Council Member Rydell moved to allow the City Manager to craft a MOU to be presented to the TISD. Council Member Hill seconded the motion and asked to include a time limit on the agreement for financing maintenance costs up to 4 months or August 31, 2014. The amendment was accepted and a vote was taken: VOTE: 5 voted AYE. Motion passed.

13. DISCUSS AND PROVIDE FEEDBACK CONCERNING DEVELOPMENT REVIEW PROCESS AND ENGINEERING EVALUATION RFQ SELECTION COMMITTEE.

Mr. Straub presented a request to consider recruiting a small group of businessmen and citizens to conduct the review of the proposals received for the evaluation of the development and engineering programs. Council agreed to let Mr. Straub form the committee and let them know who is selected.

14. CONSIDER FUTURE AGENDA ITEMS.

Mayor Ancira stated that he would be unavailable and will not be able to attend the May 8th City Council meeting; he asked for possible future agenda items. Council Member Green suggested that the Planning and Zoning meetings be videotaped; Council Member Hill asked for additional information be provided regarding water rates and utility bills; he also asked for information for the public regarding what streets are maintained by TxDot; Mayor Ancira added a request that the city recognize student achievement to assist in developing more community spirit; Mayor Pro Tem Gonzales asked about progress on cemetery street maintenance and rehabilitation; and Mr. Straub stated that there are plans to schedule an appreciation banquet or event to recognize the volunteer efforts of our board members.

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

- Project Overload

Mayor Ancira and council members retired to closed session at 8:23 pm.

16. CONSIDER ACTION FROM EITHER EXECUTIVE SESSION.

Mayor Ancira resumed the open meeting at 8:38 p.m. and stated that there was no action taken on any issue during Executive Session.

ADJOURN

With no further business; Mayor Ancira adjourned the meeting at 8:38 p.m.

Jesse Ancira, Jr., Mayor

ATTEST:

Susan Brock, City Clerk



City Council Meeting
May 8, 2014
Agenda Item Transmittal

Agenda Item #: 5

Agenda Title: Approve Ordinance 2014-07 to amend the Taylor Zoning Ordinance sub-section 3.3.8, section 3.3, Supplemental use Regulations, Chapter 3, relating to the regulation of distances between bars, taverns, and liquor stores and schools, hospitals, and churches.

Council Action to be taken: Approve by consent Ordinance 2014-07

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

This ordinance was introduced at the April 24th council meeting and proposes to delete section 3.3.8 of the Taylor Zoning Ordinance relating to distances between bars, taverns, and liquor stores, and schools, hospitals, and churches.

The wording in the Zoning Ordinance duplicates wording elsewhere in the City's Code of Ordinances.

2. DESCRIPTION/ JUSTIFICATION

This is a housekeeping – clean up measure. The City Council adopted ordinance 2002-18 amending the Zoning Ordinance relating to distances between Bars, Taverns, and Liquor Stores, and public or private schools, churches, and public hospitals. The Ordinance also defined bars, taverns, and liquor stores and assigned them to the zoning matrix.

The distance requirements were adopted from the Texas Alcoholic Beverage Code, section 109.33. The Ordinance specifically refers to section 109.33 of the TABC.

At the time, we did not realize that another ordinance existed that had been adopted in the 1940's that also established distances between these types of uses.

Repealing the section relating to distances from the Zoning ordinance removes the conflict in the City Codes.

The primary reason for removing these requirements from the Zoning Ordinance relates to granting exceptions or variance to the distance requirements. The TABC requires that variances be given by a legislative body, not an appointed body such as the Zoning Board of Adjustment (ZBA). As you know, the ZBA is empowered by State law to consider variances to the Zoning Ordinance. The distance requirements in the Zoning Ordinance and in the City Codes also causes some confusion and must be fixed.

The attached ordinance amends the Zoning Ordinance by removing section 3.3.8 removing any mention of section 109.33 of the TABC.

The proposed amendment will not affect the definitions or the Zoning Matrix.

When this process is complete, there will no longer be a conflict between ordinances and the administration of the distance requirements can be carried out in accordance with State law.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

This ordinance was introduced to Council at the April 24th meeting.

5. RECOMMENDATION

The Planning and Zoning Commission conducted a public hearing relating to this amendment during their regular meeting on April 8, 2014. Following the public hearing, they recommended approval of the amendment. The vote was 7-0 without any amendments. There was no public input.

Staff recommends approval of the proposed Ordinance 2014-07.

6. REFERENCE FILES

5a. [Ordinance 2014-07](#)

ORDINANCE NO. 2014-07

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ZONING ORDINANCE NO. 2001-17, AMENDING CHAPTER 3, SECTION 3.3, SUPPLEMENTAL USE REGULATIONS BY REPEALING SECTION 3.3.8.

WHEREAS, the City Council of the City of Taylor, Texas, passed Ordinance 2001-17 creating and establishing a Zoning Ordinance for the City of Taylor, Texas; and

WHEREAS, the City Council adopted ordinance 2002-18 amending the Zoning Ordinance relating to Bars, Taverns, and Liquor Stores; and

WHEREAS, the City Council desires to amend Chapter 3, Section 3.3, Supplemental Use Regulations.

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

SECTION 1.0 All of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

SECTION 2.0 Chapter 3, Section 3.3, Supplemental Use Regulations, Zoning Ordinance No. 2001-17 is amended by repealing section 3.3.8 relating to Bars, Taverns, and Liquor Stores.

SECTION 3.0 All other provisions of the Zoning Ordinance No. 2001-17 of the City of Taylor, Texas, shall remain in effect.

SECTION 4.0 The Planning and Zoning Commission conducted a public hearing on this matter on the 8th day of April, 2014.

SECTION 5.0 In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Taylor, Texas, on the 24th day of April , 2014.

PASSED, APPROVED and ADOPTED on the 8th day of May, 2014.

Jesse Ancira, Jr., Mayor

ATTEST:

Susan Brock, City Clerk

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2014 - 07, passed and approved by the City Council of the City of Taylor, Texas, on the 8th day of May, 2014, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this the ____ day of _____, 2014.

Susan Brock
City Clerk



City Council Meeting May 8, 2014 Agenda Item Transmittal

Agenda Item #: 6

Agenda Title: Approve introducing Ordinance 2014-06 for a Specific Use Permit (SUP) on property owned by Tapimata LLC, consisting of 16.163 acres located in the James C. Eaves Survey, Abstract 214 and the William R. Williams Survey, Abstract 665, City of Taylor, Williamson County, Texas (1402 Welch Street) allowing for the sale of alcoholic beverages, concerts, live bands, flea markets, rodeos, weddings, revivals, carnivals, circuses, sporting events, and the preparation of and sale of food.

Council Action to be taken: Approve by consent Ordinance 2014-06

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

This ordinance was introduced at the April 24th council meeting and grants a specific use permit (SUP) for Plaza Hidalgo located on Welch Street.

The Taylor Zoning Ordinance requires a ‘super majority’ of the City Council to approve all SUP ordinances on final reading (please see section 8.2.2).

In addition, the three-fourths vote is also required when protests are received from property owners who own 20 percent or more of the property located within the 200-foot zoning notification radius. The City received a protest from CCA, who owns greater than 30 percent of the property within the 200-foot zoning notification radius (please see section 8.1.4 of the Taylor Zoning Ordinance).

2. DESCRIPTION/ JUSTIFICATION

This memorandum is intended to summarize for the Council the: 1) activities to date and 2) issues relating to the application for the pending Specific Use Permit (SUP).

This project originated as a result of an event organized by the property owners in early August 2013, which ultimately got out of hand and caused significant consternation with the neighbors as well as the City.

At that time, the City also determined that the special events that took place in the past prior to 2008 when the current owner purchased the park, lost its 'grandfathering' status and any subsequent events needed to be in conformance with the current zoning ordinance. This is primarily due to the fact that there is no use in the zoning ordinance that the proposed activities can be classified into, compounded with the additional fact that the park has ceased to have events between 2006 and early 2008, a period of almost 18 months. The zoning ordinance states that a non-conforming use that ceases operations for a period of six months or more lose their grandfathering status (please see section 9.3 – C of the Taylor Zoning Ordinance). This determination eventually expanded the rezoning case for R1 to M1 with a SUP for a rodeo to a rezoning from R1 to M1 with many other activities in addition to a rodeo, including outdoor concerts, flea market, etc. as well as the text amendment for the outdoor concerts in the M1 district.

Applications were compiled and submitted to the Commission, all voted on favorably, and submitted to the Council. By the time the applications arrived at the Council level, the neighbors, namely Corrections Corporation of America (CCA) and Union Pacific Rail Road (UP), had organized a response to the applications and encouraged denial of them. The City Council, having determined that the Commission had not heard about the concerns raised by CCA and UP, sent the case back to the Commission for additional deliberation and reconsideration. This occurred in the late November timeframe.

City Staff requested a staff level meeting between CCA, UP, and the park operator and owners. The meeting took place the day before Thanksgiving 2013. During this meeting the concerns held by CCA and UP were explained. As a result of this discussion a preliminary plan was collectively worked out to get to a conclusion of the project: the 'move forward' strategy.

The Move-Forward strategy involved three primary steps:

- A. Text Amendment: adding the category 'Outdoor Concerts' to the zoning ordinance. This would require a SUP in the M1 zoning district.
- B. Rezoning the southern ~12 acres from R1 (single family zoning) to M1 (Light Industrial)
- C. Specific Use Permit. This would cover the entire 16 acres of the park and proposes to outline specific parameters in which the owners can and can not operate (to include all of the proposed activities for the entire park, besides a Rodeo, including the newly created 'outdoor concerts' category). The prevailing thought here is that we ask for a SUP for numerous activities and if awarded, the business operates as approved without any additional city intervention.

1. Activities to date (see footnote 1).

Since the November meeting, staff worked with Hidalgo Staff, CCA, and UP to craft an 'operations plan' that hopefully would be satisfactory to all involved. The operations plan and accompanying site plan are now the SUP Ordinance. To date, many of the issues have been explored and those that the City can enforce are included in the SUP Ordinance.

The text amendment and the rezoning were heard by the P+Z Commission in December 2013 and received favorable recommendation to the Council. These two items are scheduled for Council hearing and consideration (introduction of the ordinance) on April 15, 2014.

2. Issues Relating to the SUP.

There are essentially ten issues that were distilled through out the discussions. The issue of no parking signs on Welch Street was dispensed with when UP installed No Trespassing signs on the property along Welch Street.

- 1) Noise: we have decided at this juncture to handle noise on a complaint basis as we do now under our existing ordinances. There is was revision for Mr. Naik to enclose part of the pavilion. However, the Planning Commission recommended that the owner install noise attenuation materials on the walls; not add walls. The Planning Commission wanted to preserve the outdoor nature of the pavilion, as requested.
- 2) Parking: because of the fencing and extra lighting requested by CCA, Mr. Naik was offered 36 months to install the 200+ parking spaces. CCA does not want that time because they believe that the dust from the parking lot will interfere with their operations.
- 3) Traffic Impact - non issue. Both the Plaza and CCA do not generate enough traffic to warrant any concerns here.
- 4) Security - we added lights, fencing, signage, and security personnel for Mr. Naik to adhere to (see the site plan). In addition, Mr. Naik will have to adhere to Taylor PD's ratio of security personnel to patrons: 2 per 300 if there is alcohol present; 1 per 300 if no alcohol is present.
- 5) Advance notice of events - CCA wants 14 days. That's in the ordinance. Mr. Naik says he usually knows longer than that what's going to happen at the park. It also requires then to notify our police and fire.
- 6) Days and Hours of operation - these are out lined in the ordinance. See section 8.
- 7) Alcoholic beverage sales - this is all subject to the TABC rules. Late hours permit was denied recently.
- 8) Sanitation - we want them to have at least one 2 cubic yard dumpster and have to be pulled at least once per week.
- 9) Animals - this is covered by the ordinance.
- 10) Termination of the ordinance - the performance relating to such things as installing the parking lot, etc., is tied to the success of the ordinance. In any event, the ordinance expires in ten years. They will have to re-apply.

Foot Notes

Foot Note 1: A Detailed Time Line:

1. Aug. 2, 2013 – Big Event. This caused many problems due to the size of the crowd and the consumption of alcoholic beverages
2. Aug. 11, 2013 – Rodeo event. One more event allowed to take part. No more permitted.
3. Intensive research on the grandfathering of the activities at the park; zoning strategy jointly developed for the owners of Hidalgo Park.
4. Aug. 22, 2013 – Mr. Suarez and Tapimata LLC apply to rezone southern 12.4 or so from R1 to M1 with SUP for rodeo; later amended to include SUP for other activities such as outdoor concerts, carnivals, flea markets, etc.
5. August 2013 - City attorney determines no zoning category appropriate for proposed uses. Decision with Hidalgo Team to create a new category in the zoning ordinance called 'out door concerts.'
6. Sep. 10, 2013 – Planning and Zoning Commission: public hearing and recommendation on rezoning R1 to M1 with SUP for Rodeo and text amendment to zoning ordinance adding outdoor concerts. P+Z recommended approval of both.
7. Oct 24, 2013 – City Council conducts public hearing on rezoning R1 to M1 with SUP for Rodeo and text amendment to zoning ordinance adding outdoor concerts. Both public hearings were continued to the next meeting.
8. Nov. 14, 2013 – City Council finishes the public hearings for the rezoning from R1 to M1 with SUP for the rodeo and the text amendment. Cases sent back to P+Z because of opposition from CCA and UP which the P+Z did not know about (CCA and UP did not attend the P+Z meeting)
9. Nov. 27, 2013 – Group meeting with Hidalgo Team, CCA, UP, and city staff. Strategy meeting to resolve issues and chart a course forward.
10. City hired sound specialist to evaluate impact on the surrounding area.
11. City hired local surveyor to correct legal description of the park property
12. Dec. 10, 2013 – P+Z conducted public hearing on the rezoning of the 12 southern acres from R1 to M1. Recommended approval. Conducted public hearing on the text amendment to the zoning ordinance adding 'out door concerts.' Recommended approval.
13. Jan. and Feb., 2014 results of the sound study provided and routed; numerous conversations with Mr. Naik, CCA, Mr. Orta (re no parking signs), and UP, regarding the questions sent by CCA regarding the proposed operations plan. Routed and amended numerous times. Site plan created, amended and routed for more amendments. SUP ordinance created and refined.
14. Mar. 11, 2014 – P+Z public hearing on the Hidalgo Park SUP allowing for out door concerts, flea markets, sporting events, days and hours, etc. No quorum. Since there was no meeting city convened a meeting with the Hidalgo team, CCA and the City to work out remaining issues, such as noise issues, fencing costs, security costs, etc.
15. Apr. 8, 2014 – P+Z recommended approval of the Hidalgo Park SUP with minor amendments.
16. Apr. 15, 2014 – special called Council meeting to conduct public hearings on the rezoning the southern 12 acres from R1 to M1 and amend the zoning ordinance to

add the outdoor concerts category. Both public hearings were held, both ordinances were introduced.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

1. Apr. 24, 2014 – Council meeting: Final readings on rezoning from R1 to M1 and the text amendment; public hearing on the Hidalgo Park SUP.
2. May 8, 2014 – Council meeting: final reading of the Hidalgo Park SUP

5. RECOMMENDATION

The Planning Commission during their April 8, 2014 regular meeting conducted a public hearing and recommended favorably on the proposed SUP Ordinance. The vote was 7-0 to recommend the SUP with amendments relating to sound attenuation of the pavilion walls, parking lot lighting per city code, and hours, as reflected in section 8 of the Ordinance. There was public input. Eight of the nine persons that spoke, spoke in favor including CCA and Mr. Naik.

Staff recommends approval of the proposed ordinance. The Taylor Zoning Ordinance requires a ‘super majority’ of the City Council to approve all SUP ordinances on final reading (please see section 8.2.2).

6. REFERENCE FILES

6a. [Ordinance 2014-06](#)

ORDINANCE NO. 2014-06

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT ALLOWING THE SALE OF ALCOHOLIC BEVERAGES, CONCERTS, LIVE BANDS, FLEA MARKETS, RODEOS, WEDDINGS, REVIVALS, CARNIVALS, CIRCUSES, SPORTING EVENTS THAT INCLUDE BASEBALL, SOCCER, FOOTBALL, WRESTLING AND OTHER SIMILAR SPORTING EVENTS, AND THE PREPARATION OF AND THE SALE OF FOOD ON PROPERTY LOCATED AT 1402 WELCH STREET; AND PROVIDING A SAVINGS CLAUSE

Whereas, Humberto Suarez ("Applicant") and Tapimata LLC ("Owner and Applicant"), requested a Specific Use Permit ("SUP") allowing the sale of alcoholic beverages, concerts, live bands, flea markets, rodeos, weddings, revivals, carnivals, circuses, sporting events that include baseball, soccer, football, wrestling and other similar sporting events, and the preparation of and of the sale of food on real property owned by Tapimata LLC which is described in Exhibit "A" and also shown in the site plan in Exhibit "B" ("Site Plan"), both of which are attached hereto and incorporated by reference herein, and are referred to as "Property", having a physical address on 1402 Welch Street; and

Whereas, notices required by ordinance and law for a public hearing before the Taylor Planning and Zoning Commission ("P & Z") to determine if a SUP should be granted were properly published and given; and

Whereas, the P & Z conducted a public hearing on April 8, 2014, to determine if the SUP should be granted; and

Whereas, the P & Z approved the Applicants' and Owner's request for a SUP on the Property and referred its recommendation for further required action to the Taylor City Council ("City Council"); and

Whereas, the City Council provided notices required by ordinance and law for a public hearing on the Applicants' and Owner's SUP request and on the recommendation from the P & Z; and

Whereas, the City Council conducted a public hearing on April 15, 2014, on the SUP request and P & Z recommendation after which the City Council determined the SUP should be granted conditioned upon and subject to the Applicants' and Owner's compliance to the following terms and conditions.

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

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

SECTION 2. The SUP is conditionally granted subject to the following terms and conditions which shall be conditions precedent and subsequent for the SUP to remain in effect without automatic revocation and required for Applicants' and Owner's SUP use and operation on the Property.

1. The SUP is granted to Applicants' and Owner only and shall not be assigned, transferred, used or conveyed without knowledge and consent of the City. Applicants have verified the correct names of all the members, managers, and officers of Tapimata LLC and all of them shall comply with all rules, regulations and laws pertaining to the use, sale and possession of alcohol on the Property.

2.

(a). The owner shall construct according to the existing Site Plan two hundred twenty-three (223) parking spaces clearly designated on the Property as shown on the Site Plan within thirty-six (36) months from the date this Ordinance is adopted.

(b). The owner shall construct in accordance with the Site Plan no less than nine (9) handicapped parking spaces designate and correctly marked as required by law for handicapped parking.

(c)). The Owner shall shall construct and properly designate sixty (60) parking spaces by the rodeo area as shown on the Site Plan.

(d). The paring areas on the Property must be compacted with dust free material and parking areas must comply with City Ordinances.

3.

(a). The Owner must construct a fence on the entire east Property line, as shown in the Site Plan, excluding the property line located in the designated flood plane at the southeast corner of the Property shown on the current FEMA flood plane map. All fencing must be no less than

nine (9') feet high above ground level and must be constructed with material that blocks view of the Property from the eastern contiguous property on the east side of the Property.

(b). The fence required in 3.(a). above on the east property line must be properly constructed in compliance with all applicable ordinances and installed on or before nine (9) months from the adoption of this SUP Ordinance.

4. The Owner shall install sound dampening and absorbing materials on the walls of the covered concrete pavilion to dampen and contain sound within the facility, all of which shall be installed according to applicable ordinances prior to the issuance of the conditional certificate of occupancy.

5. The Applicants and Owner shall maintain security at its cost of the entire Property at all times using certified peace officers or certified security personnel if no certified peace officers are available ("Security Officers"). The ratio of Security Officers to persons attending the event shall be two (2) Security Officers to three hundred (300) persons when alcoholic beverages are present on the Property; and one (1) Security Officers to three hundred (300) persons if no alcoholic beverages are present in accordance with the Taylor Police Department's Policies and Procedures as now written or hereafter amended.

6. No less than four(4) no trespassing signs of a size that can be plainly seen shall be installed and evenly spaced on the fence erected on the east Property line and shall face west, prohibiting trespass from the Property to the eastern contiguous property.

7. Applicants and Owner shall install lights that shall provide adequate illumination to all parking areas for safety and convenience to all patrons attending any event held on the Property and such lights shall be no less then the number installed at the locations shown in the site plan per city code.

8. Applicants and Owner shall not conduct any activity allowed under this SUP on any day or time except as allowed in the following schedule:

(a). Thursday ending at 12:00 midnight on the same Thursday.

(b). Friday and ending at 12:00 midnight on the same Friday.

(c)). Saturday ending on the following Sunday morning at 1:00 a. m.

(d). Sunday ending at 12:00 midnight on the same Sunday.

(e). All other days shall end on the same day at 12:00 midnight.

9. The Applicants and Owner shall operate the Property and conduct all events allowed under this SUP in compliance with all rules, regulations, orders, ordinances, laws, and statutes applicable to the use and operation of the Property and any activities conducted on the Property, including without limitation the Texas Alcohol Beverage Code, and any violations shall be enforceable under them and in addition as allowed under this Ordinance by the City.

10. Applicants and Owner shall provide no less than fourteen (14) calendar days prior notice to neighboring property owners, the Taylor Police and Fire Departments of any event to be conducted on the Property before the event is held.

11. Applicants and Owner must maintain the Property in a clean and sanitary condition and will have no less than one(1), two (2) cubic yard dumpster on the Property to contain refuse which dumpster must be properly emptied by a franchised hauler no less than once a week.

12. No alcoholic beverage shall be allowed to be brought on to the Property at any time except by Applicants and Owner for events permitted by this SUP.

13. The Applicants and Owner will have management oversight for all alcoholic beverage sales by a person who is qualified by the Texas Alcoholic Beverage Commission and who shall be additionally responsible that alcohol beverage sales comply with rules pertaining to the sale and consumption of alcohol on the Property.

14. Applicants and Owner must insure the safety and well

being of all animals maintained on the Property, those used for any event on the Property or owned and kept by the Applicants and Owner on the Property.

15. The Applicants and Owner shall use the Property and build all improvements on the Property in conformity with the Site Plan and in compliance with all ordinances and rules regarding such use and construction.

16. The Applicants and Owner shall pay all costs for security provided by the Taylor Police Department.

17. This SUP shall terminate without further action when Owner (i) no longer owns all legal and equitable title to the Property; (2) the Owner leases, assigns, transfers or subleases the Property under any verbal or written agreement; (3) Applicants or Owner grants consent, either directly or indirectly, to any other person or entity approval to allow events allowed under this SUP on the Property; (4) Applicants or Owner fails to start the improvements required by this SUP on the Property on or before three (3) months from the date this ordinance is adopted and completes all of them on before one year from the date this Ordinance is adopted, except the parking lot required (2.(a) above) which shall be completed as required in 2.(a); (5) when Owner terminates events allowed under this SUP on the Property; and (6) when the Applicants or Owner do not receive beneficial interest from all events allowed by this SUP; or (7) when the Owner assigns, transfers or conveys any legal or equitable interest in Tapimata, LLC to another person or entity.

18. Selling firearms, weapons, ammunition, sexually explicit or obscene material, drugs or drug paraphernalia, fireworks, counterfeit merchandise, counterfeit logos and labels is prohibited on the Property. The City of Taylor reserves the right to restrict the sale or display of any item it deems not in the best interest of the City of Taylor.

19. All conditions described and shown in the Site Plan must be followed and completed.

SECTION 3. This SUP will terminate immediately upon the

failure of Applicants or Owner to comply with the conditions required herein for continuation of the SUP. If not earlier terminated, this SUP shall terminate on the tenth anniversary date of the adoption of this Ordinance without notice to the Applicants or Owner.

SECTION 4. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional.

SECTION 5. In accordance with Article VIII of the City Charter, Ordinance 2014-02 was introduced before the Taylor City Council on the ____ day of _____, 2014.

PASSED, APPROVED, and ADOPTED on the ____ day of _____, 20__.

Jesse Ancira Jr., Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2014-06, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2014, 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 _____, 2014.

Susan Brock
City Clerk

Exhibit 'A' 1 of 2

8.24 acres out of the J.C. Eaves Survey, Abstract #214; and 7.923 acres out of the W.R. Williams Survey, Abstract #665, consisting of a total of 16.163 acres, generally located at 1202-1402 City of Taylor, Texas, Williamson County, Texas as recorded in document 2009034401 dated May 14, 2009 of the official public records of Williamson County.

Most Reverend John McElroy
Bishop of the Roman
Diocese of Austin, Texas
1515 Ave. Frost
Austin, TX 78701
Volume 1487 page 226

PLAZA HIDALGO

Exhibit B

LEGEND

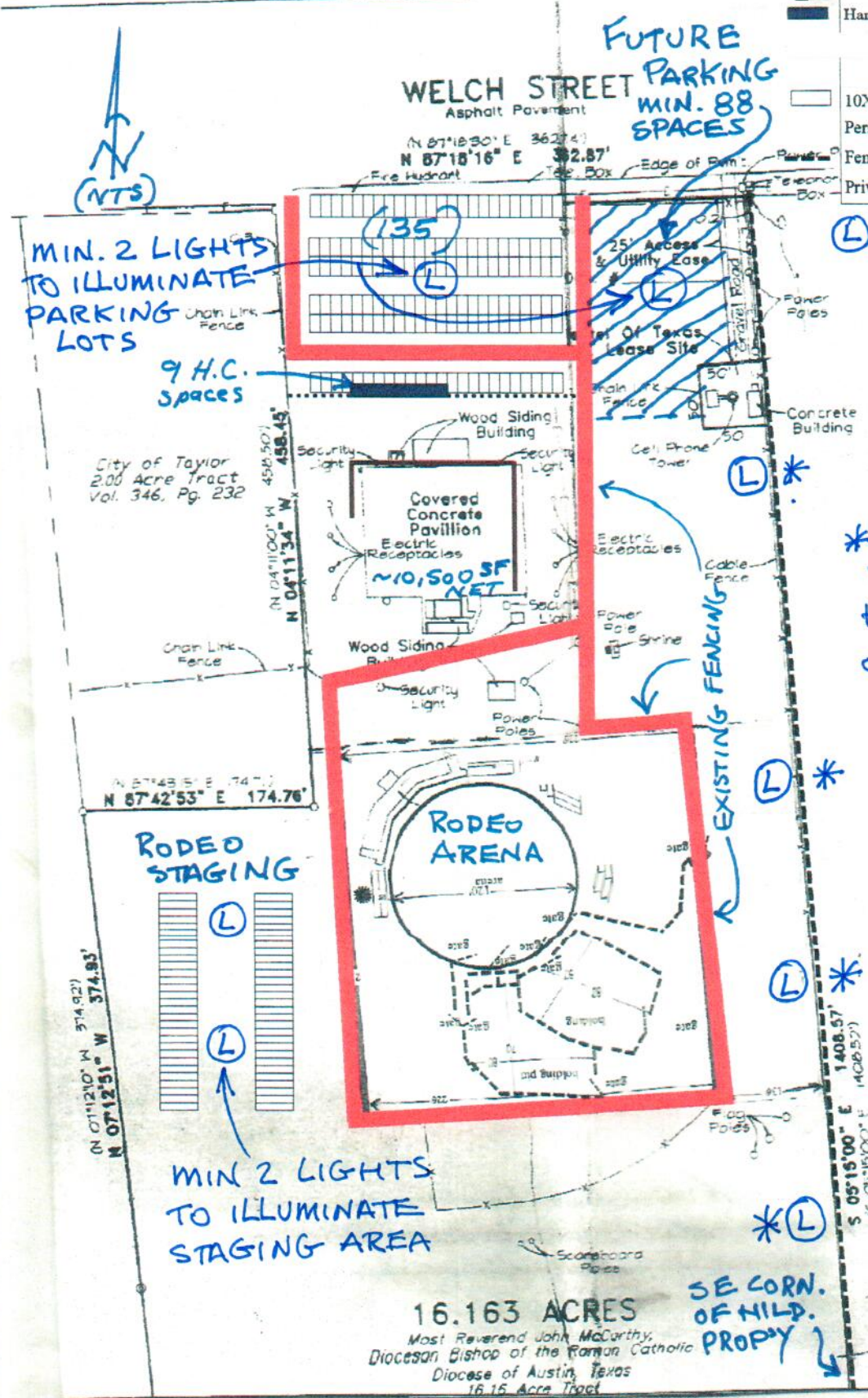
- Fire Lane 24' wide
- 9X18 Parking Space (135)
- Handy Cap Parking (9)

- 10X24 Parking Space for Rodeo Personal (60)

Fence on East side of property
Private or Chain Link (min 9' Height)

Ⓛ = PARKING LOT LIGHTS/FENCE LIGHTS

* No trespass signs on Hidalgo side of screening



16.163 ACRES
Most Reverend John McCarthy,
Diocesan Bishop of the Roman Catholic
Diocese of Austin, Texas
16.16 Acre Tract

SE CORN.
OF HILD.
PROPERTY

April 9 2014



City Council Meeting
May 8, 2014
Agenda Item Transmittal

Agenda Item #: 7

Agenda Title: Receive annual report from the Moody Museum Advisory Board

Council Action to be taken: Accept the report

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

Each year, the Chair of the Moody Museum Advisory Board makes a presentation to the City Council about the activities at the Museum.

The purpose of the report is to keep the Council informed about the Advisory Board's activities and to provide a status of the Museum's activities.

Mrs. Susan Komadosky, Board Chair, will in attendance to address the Council.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES



City Council Meeting May 8, 2014 Agenda Item Transmittal

Agenda Item #: 8
Agenda Title: Consider approving R14 – 09 selecting and approving Projects for the 2014 Community Development Block Grant (CDBG) Application to Williamson County.

Council Action to be taken: Approve proposed project

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

Resolution R14-08 supports the submittal of an application to Williamson County for CDBG funds. The intent is to apply for funds to repair streets, and replace water and sewer lines. According to the County's ranking, streets and utilities are regarded as 'high' priority projects.

All of the streets under discussion are in the 'poor' category, in terms of street quality according to the pavement assessment study.

This item was first addressed at the April 24th council meeting. Subsequently, the item was sent to the Streets Committee for their recommendation. On May 1, 2014, the Streets Committee reviewed the data and forwarded their recommendation.

2. DESCRIPTION/ JUSTIFICATION

The target application amount over the next two years is approximately \$500,000, to which staff is suggesting a \$200,000 local match.

On April 24, 2014 staff presented three options for consideration by the Council.
Option 1 – W 4th from Sloan to Howard; \$1,030,160 approx (~8,900 LF)
Option 2 – W 3rd from Howard to Vance; \$850,000 approx. (~6,800 LF)
Option 3 – W 3rd from Branch to Vance including portions of Davis and Fowzer Streets; \$600,000 approx. (~8,000 LF)

On May 1, 2014, the Streets Committee suggested the following projects:
Option 4 – combine Option 1 and 2 (\$2,052,980, including sidewalks)

The Streets Committee made two recommendations:

1. That the City apply for CDBG funds for W 4th Street from Howard Street to Sloan.
2. Alternately, that the city council consider combining the W 3rd and the W 4th Street projects; apply for CDBG funds to pay for the pavement and provide city dollars for the utility work. Finally, they also recommended at this time that the city consider adding sidewalks to the W 4th project.

The City has applied for CDBG funding since the County became an entitlement County in 2003. The citizens of Taylor have benefitted by being able to apply for and receive these federal grant dollars since the County became an Entitlement County.

3. FINANCIAL/BUDGET

A local match is not required by it does help gain points on the application. Staff recommends a local match. This year staff suggests that the Council consider a local match of \$200,000.

Source of the funding will come from unallocated reserves in the General Fund and Utility Fund.

The first recommendation of the Streets Committee is estimated to be \$1,030,160. If the City is successful in obtaining \$500,000 through CDBG, the local match would be approximately \$530,160; a combination of streets dollars and utility dollars.

Similarly, if the Council directs staff to construct the combination of W 3rd and W 4th, the grant application would be for \$500,000 and the local match would be approximately \$1,553,000 (including the sidewalk); approximately \$1,300,000 without the sidewalk.

4. TIMELINE CONSIDERATIONS

The application is due at 5 p.m. on May 9, 2014. Langford Community Management Inc. will prepare and submit the application on behalf of the City.

5. RECOMMENDATION

Staff recommends approval of R14-09, submitting an application for street repairs and committing the local match.

6. REFERENCE FILES

- 8a. [R14-09 – authorizing the submittal of the application](#)
- 8b. [Project map](#)
- 8c. [Project cost](#)
- 8d. [Pct. Cost with Sidewalks](#)
- 8e. [Pct. Cost with no Sidewalks](#)

- 8f. [Estimated traffic counts on W 3rd and W 4th](#)
- 8g. [Welfare Workers Information](#)

RESOLUTION R14-09

A RESOLUTION OF THE CITY COUNCIL OF TAYLOR, TEXAS, AUTHORIZING THE SUBMISSION OF A WILLIAMSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City Council of Taylor desires to develop a viable urban community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interest of the City of Taylor to apply for funding under the Community Development Block Grant Program;

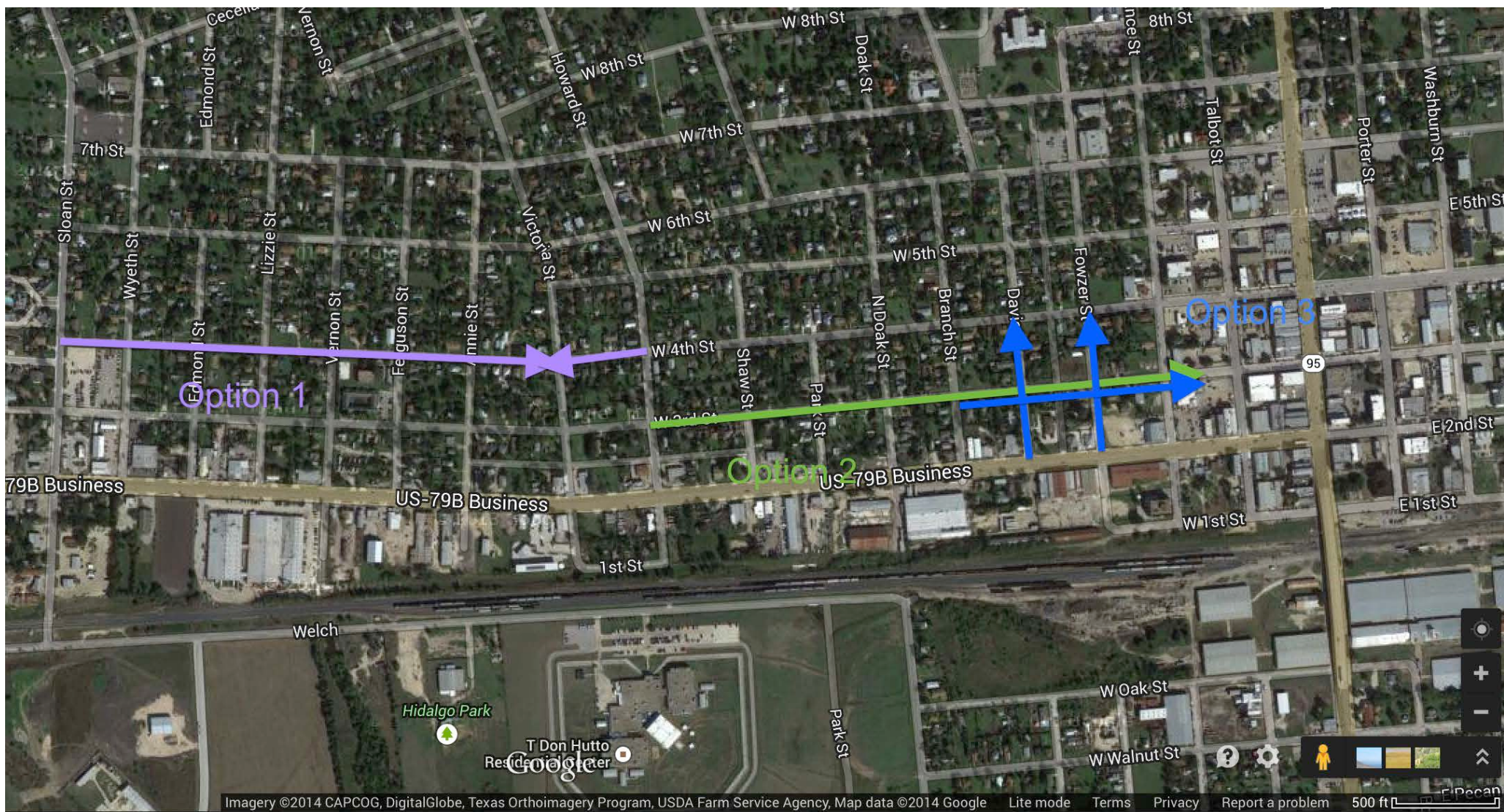
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TAYLOR, TEXAS:

1. That a Williamson County Community Development Block Grant Program application is hereby authorized to be filed on behalf of the City.
2. That the application be for infrastructure funds.
3. That the City Council directs and designates the City Manager as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the Community Development Block Grant Program.
4. That it further be stated that the City is committing a local match of \$200,000.

Passed and approved this 8th day of May, 2014

Jesse Ancira, Jr.
Mayor, City of Taylor Texas

Susan Brock
City Clerk



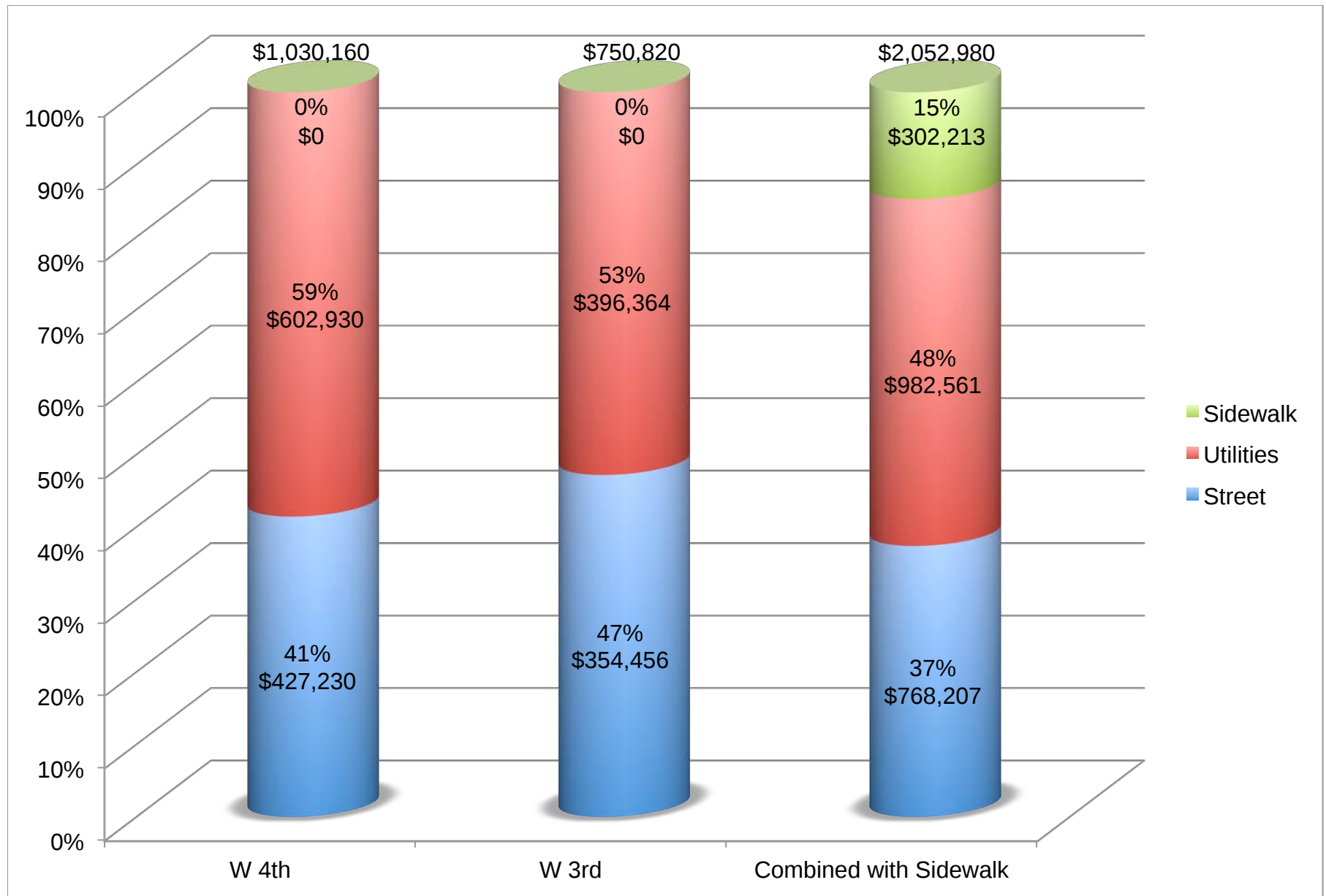


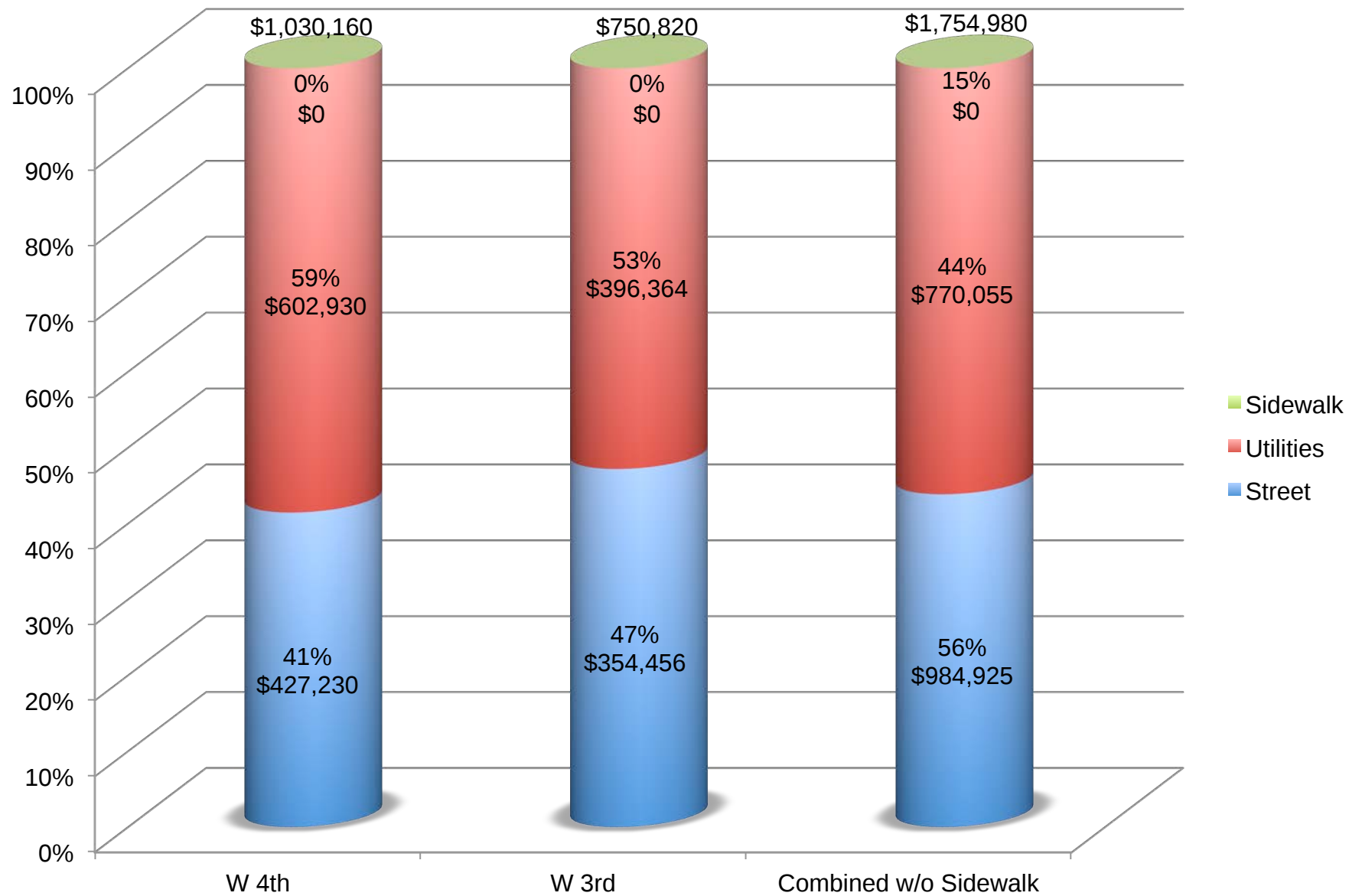
2014 CDBG Street Rehabilitation Cost Opinion - Pre-Design

May 1, 2014 Street Committee Recommendation



Item No.	Description	Unit	Unit Price	Option 1 W 4th (Sloan to Howard)		Option 2 W 3rd (Howard to Vance)		Combined W 3rd + W 4th	
				Quantity	Subtotal	Quantity	Subtotal	Quantity	Subtotal
1	Mobilization, Prep ROW	LS	NA	1	\$38,000	1	\$27,400	1	\$65,400
2	Erosion Control	LS	NA	1	\$5,000	1	\$5,000	1	\$10,000
3	Barricades	LS	NA	1	\$10,000	1	\$8,000	1	\$18,000
4	Fine Grading, Seeding, Erosion Control	LS	NA	1	\$10,000	1	\$8,500	1	\$18,500
5	Recycled Pavement - 12" deep with cement	SY	\$20	7,920	\$158,400	6,732	\$134,640	14,652	\$293,040
6	2.5" HMA	SY	\$10	7,200	\$72,000	6,120	\$61,200	13,320	\$133,200
7	Curb and Gutter Replacement	LF	\$20	1,860	\$37,200	1,355	\$27,100	3,215	\$64,300
8	8" Wastewater Main	LF	\$70	1,100	\$77,000	340	\$23,800	1,440	\$100,800
9	Wastewater services with CO at ROW	LF	\$35	1,500	\$52,500	1,750	\$61,250	3,250	\$113,750
10	8" C900 Water Main	LF	\$50	3,180	\$159,000	2,500	\$125,000	5,680	\$284,000
11	Water services	LF	\$35	900	\$31,500	1,050	\$36,750	1,950	\$68,250
12	Water Valves, Fittings	EA	\$2,000	30	\$60,000	6	\$12,000	36	\$72,000
13	Wastewater Manholes	EA	\$5,000	10	\$50,000	3	\$15,000	13	\$65,000
14	Trench Protection	LF	\$2.00	4,280	\$8,560	2,840	\$5,680	7,120	\$14,240
15	Fire Hydrants	EA	\$3,500	8	\$28,000	7	\$24,500	15	\$52,500
Construction Sub-Total:				\$797,160		\$575,820		\$1,372,980	
Sidewalk for W 4th Street		LF	\$30					7,900	\$237,000
Construction Sub-Total with Sidewalk:								\$1,609,980	
Construction Contingency:			12.0%	\$96,000		\$69,000		\$193,000	
Construction Total:				\$893,160		\$644,820		\$1,802,980	
Grant Administration Cost				\$25,000		\$25,000		\$25,000	
Design, & Surveying Costs:				\$112,000		\$81,000		\$225,000	
TOTAL:				\$1,030,160		\$750,820		\$2,052,980	





Traffic Count Summary

	W 3rd	W 4th
Block	VPD	VPD
300	557	1168
800	557	
1200	314	
1600	320	196
AVG	437	682

22-May	1353
	1415

REPORT OF WELFARE WORKERS' CLUB

1953 BANQUET ON
e ob COMMUNITY CENTER

The Welfare Workers' Club, the women auxilliary to the Taylor Negro Chamber of Commerce, takes an active interest in all matters affecting the welfare of Negroes in Taylor.

At present their main project is financing the Community Center building which was erected in 1940 at a cost of more than \$2000.00.

The need for such a building was one of the pressing needs of our community. Since the destruction of the Old City Hall, Negroes had no place for public meetings except the churches. The school had no suitable place for such public programs and plays as they desired to present from time to time. The churches, quite naturally objected to some type of plays which were perfectly suitable for other places. Then too there were times when a public program could not be held without interfering with the regular program of the church. The young people had no decent place for recreation. So the erection of such a building was truly a pressing need.

The Club began to raise funds for the project in January, 1940. After about four months of hard work, the women had raised among the colored people about \$400.00. This sum was far short of what was needed to erect a building, so they decided to ask white friends to help. The following letter was mailed to almost all business houses in Taylor:

"Gentlemen:

Early in 1940, the Taylor School Board purchased about six acres of land back of the Blackshear High School as a park for Taylor's Negro citizens. Prior to that time, the Negro had no public playground nor park in Taylor.

At the present time, the Negroes have no place for any community meetings except the churches. Our school has no auditorium.

The Welfare Workers' Club, the woman's auxiliary to the Colored Chamber of Commerce, thought to meet this need by erecting a building in the park, to be used as a community center. Such a building as is planned will cost about \$2,000.00. Our Mayor and City Commissioners approved the idea and donated the land on which such a building could be erected.

The women plan to raise the money by public subscription and already have collected from colored citizens more than \$400.00.

The following white firms and individuals contributed:

G. A. Richter Furniture Co.	\$16.00	Dr. E. W. Stromberg	10.00
Ray P. Lewis Ins. Co.	7.50	Anonymous	10.00
Amos Peters	7.50	H. Bland and Company	10.00
First-Taylor National Bank	10.00	F. Kutzschbach Plbg. & Elect.	5.00
The City National Bank	10.00	Spiegel Department Store	5.00
Brunner & Williams	15.00	J. C. Penny & Co.	5.00
J. J. Thames Drug Co.	7.50	Dr. J. J. Johns	2.50
Hyman Melasky	10.00	Hub Tailoring Company	2.50
Ira A. Prewitt Hardw. Co.	10.00	W. C. Wofford	1.00
Ralph Johns Drug. Co.	5.00	Reed Florist Shop	1.00
M. Cinnamon and Sons	5.00	A. M. House	2.50
T. W. Marse & Co.	5.00	Veselke Florist	1.00
Tom Jasek Grocery	5.00	Taylor Made Service Sta.	1.00
Patterson Brothers	5.00	Buzan Cafe	1.50
Frank Kincl Hardware	5.00	Fred Speegle, Sr.	2.50
Johnson's Red & White Groc.	5.00	Charlie Ryan Grocery	3.00
Louis Valenta	5.00	Kaiser Grocery	1.00
White's Market	5.00	Hage & Company	3.00
Taylor Drug Company	10.00	Marshall's Grocery	1.00
Zoblotsky Shoe Store	3.00	Taxi No. 5	2.00
Schleider Furniture Co.	5.00	Taylor Bedding Mfg. Co.	5.00
Taylor Motor Company	5.00	E. M. Grimes	1.00
Gossett Transfer Company	5.00	National Compress Co.	5.00
Foster's Laundry	5.00	L. U. Mueller (Safeway)	5.00
Community Natural Gas Co.	7.50	Montgomery Ward & Co.	5.00
Citizen's Ice Company	5.00	Woolworth and Company	3.00
South Texas Cotton Oil Co.	5.00	Taylor Refining Company,	
B. J. Korman	2.00	Mr. G. L. Rowsey	25.00
Blazilmar Garage	2.00	Nelson Davis & Sons	4.00
Jolee I. Bremmers	2.50	Sugarman's Department St.	2.50
Pickoff Bottling Company	5.00	G. W. Bohls	5.00
Smith Motor Company	10.00	S. D. Harlan	1.00
Zidell's Store	2.50	Roy Holman	2.50
Rose Marie Shoppe		W. E. Smith	2.00
(W. F. Gearity, Mgr.)	3.00	Causis Cafe	1.00
Western Auto Associate St.	2.00	A. P. Luke	2.50
Sloan Funeral Home	3.50	Jim Dellinger	2.50
Wesley Hammer/Gulf Ser. Sta.	2.00	F. W. Ziegelbauer	2.00
Danek Packing Co.	2.00	Hotel Package Store	1.00
Tiemann Service Station	1.00	Frank Turner	1.00
Gellman's	3.00	Duke & Ayres	2.00
Warren Tire & Supply Co.	5.00	T. W. Falkenberg	1.00
F. N. Pierce & Company	5.00	Bill Feltow—Service Station	1.00
Peiping Food Market	1.00	Becker's Garage	1.00
J. L. Jopling	3.00	John A. Heap	1.00
Dr. Y. F. Hopkins	2.50	A Friend	2.00
Dr. H. Feaster	1.00	E. B. Moore	1.00
J. K. McWhorter	1.00	U-Need-A Laundry	1.00
Lloyd Payne	1.00	Edward T. Robbins	3.00
Mrs. Floeckinger	2.00	Wm. Fechner	1.00
B. P. Gregg	2.00	O. G. Megels	1.00
O. H. Schram	2.00	Sam D. Burnap	1.00
Jeanes Garage	2.00	O. W. Davis	1.00

W. R. Swanson, M. D.....	1.00	C. A. Pitts.....	2.00
Miller Rhoades.....	2.00	Fred I. Fisher.....	2.00
J. Wilson Armstrong.....	7.50	Harry Zeplin.....	1.00
Taylor Iron-Machine Works.....	5.00	Carridine Tailor Shop.....	3.00
Bill Slagle.....	2.00	R. B. Spencer & Company	
R. W. Koneschik.....	1.00	(in Material).....	\$16.57
M. E. Buzan.....	2.00	Howard Theater.....	10.00
A. B. McMakin.....	1.00	A & P Store.....	5.00
Thompson Lumber Company.....		50.00	

THE COST OF BUILDING WAS AS FOLLOWS:

Thompson Lumber Company.....	\$1375.00
Materials from other lumber companies.....	60.00
Cedar, other posts and rocks.....	40.00
Screen and screen doors.....	35.00
Lights and Fixtures.....	50.00
Labor—Carpenters etc.....	560.00
Electric Victrola and other fixtures—stove etc.....	200.00
Total Cost of Building and Fixtures . . .	\$2,320.00

EXPENDITURES:

Thompson Lumber Company—Note and Interest.....	\$ 980.00
Thompson Lumber Co.—Material for screens.....	35.00
Cedar Posts — Rocks etc.....	40.00
Material from Spencer and Others.....	60.00
Lights and Fixtures.....	50.00
Electric Victrola, stove, corn popper, etc.....	200.00
For Carpenter and other Labor.....	360.00
Labor Credited as donation by carpenters and others.....	200.00
Insurance for two years.....	81.60
Miscellaneous expenses.....	25.00
Total Expenditures 1940-41 . . .	\$2031.60

FUNDS RAISED:

Raised in 1940 from Negroes.....	\$ 600.00
Donated by White Friends.....	537.50
Raised in 1941 from all sources.....	895.00
Total Raised for 1940-41 . . .	\$2032.50

Balance Due Thompson Lumber Company \$450.00

There are no other debts of any kind owed on the building nor equipment. Mrs. Dickey and women of the club express thanks for the cooperation of the citizens and friends who have made it possible to raise more than \$2,000.00 in less than two years.

As we do not have many business establishments nor individuals in our race who are in position to help, we are appealing to our white business concerns and friends to aid us in this endeavor.

At an early date, some member of the committee will call on you to ask for a contribution." Yours truly,

The responses to this appeal were most liberal. Almost every business or professional man approached made some contribution. There were others who were not contacted nor asked for a contribution who thought well of the idea and sent in a contribution. A total of more than \$500.00 was raised from this appeal.

In May, the carpenters began work. In July the beautiful new Building was finished. It is used for public meetings of all kinds. All types of programs are held in it. It is the meeting place for the Chamber of Commerce. It affords the greatest pleasure to the children who are happy to have a safe place of recreation.

The women of the Welfare Club are yet working hard to raise the balance owed on the building.

Too much praise cannot be given these women who have sacrificed their time and money in order that Negroes of Taylor might have a building of this kind. Mrs. M. P. Dickey has been president of the club since its organization. She has enjoyed the active cooperation of the thirty members who belong to the club. Other officers of the club:

Vice-President.....	Mrs. C. C. Harris
Secretary.....	Mrs. Leathia Williams
Treasurer.....	Mrs. Ellen Hasty
Chairman of Sick Committee.....	Mrs. Katy Nappers
Chairman of Program Committee.....	Mrs. Sadie Murry

TRUSTEES

Mrs. M. P. Dickey	Mrs. Eva Dorsey
Mrs. Mildred Anthony	Mrs. Hattie Edgar
Mrs. Sadie Murry	

MEMBERS

Mrs. Anna Edwards	Mrs. Retha Maxwell
Mrs. Ishmal Sampson	Mrs. Mary Pruitt
Mrs. Ruby Pickett	Mrs. Corine Collins
Mrs. Augusta Nelson	Mrs. Bell Robinson
Mrs. Alma Murphy	Mrs. Luelabel Wooldridge
Mrs. Grace Bryant	Mrs. Pearl Freeland
Miss Evelyn Hatcher	Mrs. Lonus Davis
Mrs. Viola Clark	Mrs. Martha Jones
Mrs. Mary McCoy	Mrs. Susie Bradley
Mrs. Mary Hickey	Mrs. Betty Davis
Mrs. Inez Houston	Mrs. Betty Reed
Mrs. Cora Hodges	Mrs. Delia Perry
Mrs. Adeline Simms	



City Council Meeting
May 8, 2014
Agenda Item Transmittal

Agenda Item #: 9
Agenda Title: Consider amended reimbursement agreement with McCoy's Lumber Co. for additional expenses incurred for off-site improvements.

Council Action to be taken: Approve, deny, table

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

This item is to consider an amendment to the original reimbursement agreement with McCoy's.

The proposed amendment formalizes an additional payment already made to McCoy's (\$45,547.23) and will authorize a final payment of \$57,234 to close out this project. These payments are for additional street work (to TH Johnson) that was requested by the City. This work was outside of the scope of the original agreement.

The amendment also closes the project and releases both parties from any future obligation under the original agreement.

2. DESCRIPTION/ JUSTIFICATION

On April 26, 2012, the City approved an agreement with McCoy's, as part of their economic development incentives, to reimburse the company for required off-site improvements related to the construction of the new store at the north-west corner of TH Johnson and N. Main. The projected reimbursement amount under that contract was \$248,000.

The required off-site improvements included water, sewer extensions, and the widening of TH Johnson across the frontage of their property.

The Taylor EDC also participated in the project. They contributed \$62,000 to the project, or 25% of the \$248,000.

During the project the City approached the McCoy's team and asked for additional work to be performed at the McCoy's site. This primarily included an overlay of the entire cross-section of TH Johnson as opposed to just the required extra lane of the road. The City made a payment of \$45,547.23 in addition to the \$248,000 for unforeseen off-site related construction expenses.

The additional \$57,234 is also for required off-site related improvements that McCoy's believes they were not properly compensated for.

$(\$45,547.23 + \$57,234 = 102,781.23)$

City staff, Sledge Engineering, the City's consultant city engineer, and the McCoy's design team and management reviewed the costs associated with the claim and have agreed to the \$57,234 as being warranted under the scope of the project.

3. FINANCIAL/BUDGET

If approved, the additional \$57,234 will be paid from roadway and utility impact fees.

Management approved the first payment of \$45,547 because it was below the \$50,000 threshold required to receive Council approval. The second payment is above the limit contained in the purchasing policy and requires Council consent.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Both McCoy's and city staff concur that the additional payment is warranted and justified. Staff recommends that the Council approve the amendment.

6. REFERENCE FILES

9a. [Final Amendment and Release](#)

AMENDMENT AND RELEASE

Recitals:

The City of Taylor, Texas, ("City") and McCoy Corporation ("McCoy") entered into a Chapter 380 Economic Development Agreement dated February 15, 2012, ("Agreement") a copy of which is attached hereto and incorporated by reference herein as *Exhibit "A"*.

The Agreement conditioned a grant to McCoy from the City in an amount not to exceed two hundred forty-eight thousand (\$248,000.00) dollars upon construction of the Improvements described in the Agreement by McCoy.

McCoy began construction of the Improvements after which the City requested that McCoy complete additional offsite Improvements not specified in the Agreement ("Additional Improvements").

The Additional Improvements included, without limitation, additional off site street paving and additional water line extensions not necessary for the grant to McCoy.

McCoy agreed to construct the Additional Improvements using its work forces conditioned that the Additional Improvements be paid by the City upon completion of all Improvements.

The City and McCoy have determined the cost of the Additional Improvements which both parties agree will be a complete and full payment due McCoy from the City for the Additional Improvements.

The City and McCoy desire to acknowledge that the terms and conditions of the Agreement and construction of Improvements allowing payment of the grant have been completed and that the grant has been paid in full.

The City and McCoy desire to release each other from any claims, known or unknown, arising or which could arise against each other under the Agreement, for construction of the Improvements, for construction of the Additional Improvements, and for payment of the grant under the Agreement.

Agreement:

The City and McCoy for the Recitals which are incorporated into this agreement and for the mutual consideration to the other agree to the following.

1. The Agreement shown in Exhibit "A" has been completed by all parties and McCoy acknowledges receipt of a two hundred forty-eight thousand (\$248,000.00) grant payment from the City.

2. The Additional Improvements requested by the City have been completed by McCoy.

3. McCoy acknowledges receipt of \$102,781.23 from the City as payment in full for the Additional Improvements and for any work performed by McCoy for the use and benefit of the City.

4. The City and McCoy hereby covenant, agree and consent to the following:

a. The intent of the parties hereto is that each entity executing this Agreement shall, by reason of such execution, be entirely free of any and all actual or potential claims, suits, demands, causes of action, charges or grievances of any kind or character, regardless of the nature or extent of the same, whether known or unknown, arising out of the matters made a part of this agreement.

b. The parties hereto, hereby fully and finally **RELEASE, ACQUIT, AND FOREVER DISCHARGE** the other, and their respective successors and assigns and further covenant not to assert in any manner against any of the persons or entities released hereby, any and all actual or potential claims held by them, and/or any suits, demands, causes of action, charges or grievances of any kind or character whatsoever, heretofore or hereafter accruing for or because of any matter done, omitted or suffered to be done by any such party hereto prior to and including the date hereof, and in any manner (whether directly or indirectly) arising from or related to the matters made part of this agreement.

5. All parties hereto understand and agree that by execution hereof, the terms of this agreement are binding upon

them and upon all representatives, successors and assigns of them.

6. The parties hereto represent and warrant that they have approved all of the terms, conditions and covenants of this agreement evidenced by their authorized signatures hereon.

7. The parties hereto, and/or their representatives, understand and agree that no payment made nor released pursuant to the terms of this agreement, or other consideration given shall be intended to be, nor shall be construed to be, an admission of liability and any claim of liability is expressly denied.

8. If any one or more of the provisions of this agreement, or the application of any such provision to any person, entity, or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent at any time, the remainder of this agreement, and the application of such provision to persons, entities, or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected, and shall continue to be enforceable to the fullest extent permitted by law. Any invalid, unlawful, or unenforceable provision hereof shall be reformed to the extent necessary to render it valid, lawful, and enforceable in a manner consistent with the intentions of the parties hereto regarding such provision.

9. This agreement shall be construed in accordance with the governing laws of the State of Texas. The obligations of the parties are performable, and venue for any legal action arising out of this agreement shall lie only in Williamson County, Texas.

This agreement may be signed in counterparts, and each counterpart shall constitute an original. The parties hereto have executed this agreement effective April 17, 2014.

MCCOY CORPORATION

DAN STAUFFER
Vice President

CITY OF TAYLOR, TEXAS

By: JEFF STRAUB
Its: Interim City Manager

MCCOY CORPORATION
AND
THE CITY OF TAYLOR, TEXAS,
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement ("Agreement") is entered into by and between the CITY OF TAYLOR, TEXAS, a Texas home rule municipal corporation ("CITY") and MCCOY CORPORATION, a Texas corporation ("MCCOY").

WHEREAS, the CITY adopted Ordinance 2010-38 on September 9, 2010, ("Ordinance"), establishing and authorizing the CITY to make economic development grants; and

WHEREAS, the CITY is granting economic benefits to MCCOY in recognition of the positive economic benefits to the CITY through MCCOY'S (i) construction of two buildings having approximately 42,900 square feet ("Buildings") on the real property shown in Exhibit "A" attached hereto and incorporated by reference herein ("Property"), (ii) establishment of a retail hardware and lumber business on the Property ("Business"), (iii) collection of City sales tax generated by the Business and (iv) establishing such Business in the City which will have an approximate \$3,000,000.00 ad valorem tax value with said value including the value of the real property described in Exhibit A, improvements to the real property described in Exhibit A and inventory; and

WHEREAS, the purpose of this Agreement is to promote economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code, whereby MCCOY will design, engineer, and construct in compliance with all rules, regulations, permit requirements, and ordinances pertaining to the Property and Buildings as required by the City and approved by the City engineer ("Construct") all "off site" improvements to the Property and Buildings which offsite improvements are (i) widening of TH Johnson Boulevard and installation of a turn lane with curbing, drainage, and sidewalks (ii) completion of a traffic impact study to determine if the installation of a traffic signal light at the intersection of TH Johnson Boulevard and North Main Street ("Light") is warranted, and (iii) installation of a water line to the City water system for water service to the Property ("Improvements") in accordance with the

terms of this Agreement and grant other 380 economic benefits set forth herein; and

WHEREAS, MCCOY, in consideration of this Agreement, agrees to Construct the Improvements, Buildings and operate the Business on the Property.

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and MCCOY agree as follows:

1. AUTHORITY. The CITY'S execution of this Agreement is authorized by Chapters 380 and 501 of the Texas Local Government Code, and the Ordinance and constitutes a valid and binding obligation of the CITY in the event MCCOY proceeds with the Construction and establishes the Business on the Property. MCCOY'S execution and performance of this Agreement constitutes a valid and binding obligation of MCCOY in the event MCCOY proceeds with the Business.

2. COMPLIANCE. MCCOY shall be obligated at all times to comply with all terms and provisions this Agreement in order to receive the economic benefits described within this Agreement. The CITY shall be entitled to withhold economic benefits granted under this Agreement if MCCOY defaults under this Agreement in addition to all other relief provided to the CITY under law and equity.

3. CITY 380 GRANTS.

A. CONDITIONS TO GRANTS: As a condition precedent and subsequent to any grant, McCoy must complete the Improvements, Buildings and establish the Business.

B. TIME: Construction of the Improvements and Buildings shall commence no later than December 31, 2012; and shall be completed with a certificate of occupancy no later than December 31, 2013.

C. REIMBURSEMENT: The City will reimburse McCoy as a grant an amount not to exceed two hundred forty-eight thousand (\$248,000.00) dollars for costs incurred by McCoy for Improvements Construction. The reimbursement grant will be based on the invoices furnished to the City showing prior payment by McCoy for the Improvements. The reimbursement will be the actual

costs paid by McCoy not exceeding the limitation stated herein and shall occur only after the City has accepted the Improvements with said reimbursement being within thirty (30) days of the City accepting the Improvements. The Improvements shall include the following:

(i) Widening of TH Johnson Drive by approximately twelve (12') feet along the southern property line to match the improved roadway width to the west with turn lane striping, curb & gutter, a ten (10') foot curb inlet with eighteen (18") inch RCP to outfall into the existing channel to the west, and five (5') foot sidewalks along the frontage of both TH Johnson Drive and North Main Street; (ii) completion of a traffic impact study sufficient to determine if the installation of a traffic signal at the intersection of TH Johnson Drive and North Main Street (the Light) is warranted; (iii) installation of a water system components including an eight (8") inch PVC water line cross connection and pressure reducer between two pressure plains, three (3) fire hydrants, two (2) domestic water services to the Property, and one (1) domestic service crossing TH Johnson Drive for use by the site on the south side of TH Johnson Boulevard across from the Property; and (iv) a wastewater service connection for the Property.

D. WAIVER OF FEES: The City will waive one half (1/2) of all City Impact and permit fees resulting from Construction of the Improvements and Buildings. City Impact fees shall include fees for water service, wastewater service, and roadway impact fees.

E. TRAFFIC LIGHT REQUIREMENT: When the Light becomes warranted, the City will ensure the Light is installed at no cost to McCoy.

4. TERM. This Agreement shall become enforceable upon execution by the CITY and MCCOY and shall be effective as of the date of this Agreement. This Agreement shall terminate no later than upon the the later of the CITY'S payment to MCCOY of the 380 grant for reimbursement required by the City or City installation of the Light if not warranted at the time of Buildings construction.

5. MCCOY OBLIGATIONS. In consideration of the CITY's establishment of this economic development program for the

Buildings and Business by the CITY, pursuant to Texas Local Government Code Chapters 380 and 501 and under the Ordinance to promote local economic development and stimulate business and commercial activity within the CITY, if MCCOY proceeds with the Buildings and Improvements MCCOY agrees to the requirements of this Agreement.

6. MUTUAL ASSISTANCE. CITY and MCCOY will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law or taxes or assessments attributable to the Buildings and Business.

7. DEFAULT. If either the CITY or MCCOY should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the CITY or MCCOY remains in default after notice and opportunity to cure, the non-defaulting party shall have the right to pursue any remedy at law or in equity for the breach. In addition, the CITY shall have the right to immediately terminate all economic benefits under this Agreement, recover all grants given to McCoy, as well as all other relief provided under this Agreement.

8. ATTORNEY'S FEES. In the event any legal action or proceeding is commenced between the CITY and MCCOY 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, unless prohibited by law.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the CITY and MCCOY.

10. BINDING EFFECT. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

11. ASSIGNMENT. MCCOY may not assign all or any part of its rights and obligations to a third party without prior written approval of the CITY.

12. TERMINATION. In the event MCCOY elects not to proceed with the Buildings and Business as contemplated by this Agreement, MCCOY shall notify the City in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect, with the exception of reimbursements, if any, that may be due to the CITY.

13. NOTICE. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addressed:

MCCOY: Dan Stauffer
VP Marketing and Real Estate
1350 IH 35 North
San Marcos, Texas, 78666
512-353-5400

CITY: CITY OF TAYLOR, TEXAS
CITY Manager
400 Porter Street
Taylor, Texas, 76574
512-352-3774

14. 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.

15. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall be in the State courts of Williamson County, Texas.

16. 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.

17. 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.

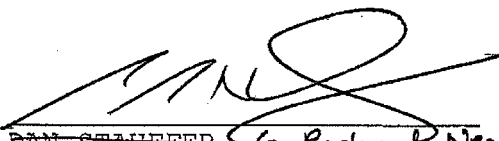
18. NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

19. NO JOINT VENTURE. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. 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 the MCCOY or the Business or the design, construction or operation of any portion of the Facility or Business.

20. EXHIBITS. The following Exhibits are attached and incorporated by reference for all purposes:

Exhibit "A": the "Property".

Dated this the 15th day of February, 2012.


~~DAN STAUFFER~~ *Gr. Richard Neal*
Senior Vice President

CITY OF TAYLOR, TEXAS, a home rule CITY


By: JIM DUNAWAY
Its: City Manager

May 6, 2005

7.528 ACRES

These notes describe that certain tract of land situated in the W. J. BAKER SURVEY, ABSTRACT NO. 65, located in the City of Taylor, Texas, County of Williamson; subject tract being out of a called residue of "250.00 Acre" tract conveyed to Jane E. Jones in volume 338, page 112 of the Deed Records of Williamson County, Texas; being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, subject tract being more fully described as follows:

BEGINNING at a $\frac{1}{2}$ " iron rod found at the southwest corner of a called "2.323 Acre" tract of land from Jane E. Jones to Trinity Lutheran Church in Warranty Deed dated 5/27/2003, recorded in Document No. 2003053563, Official Public Records of Williamson County (OPRC), the same being the northwest corner of the herein described tract;

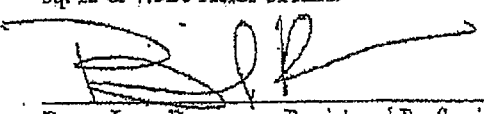
THENCE North $70^{\circ}53'15''$ East, with the subject tract a distance of 368.03 feet to a $\frac{1}{2}$ " iron rod found being the southeast corner of aforementioned "2.323 Acre", tract and the southwest corner of the Trinity Lutheran Church Subdivision, said subdivision recorded in Cabinet X, Slide 263, Plat Records of Williamson County (PRWC);

THENCE North $70^{\circ}53'15''$ East, with the south line of said Trinity Lutheran Subdivision, a distance of 633.20 feet to a $\frac{1}{2}$ " iron rod found along the western R.O.W. of State Highway 95, for the northeast corner of the herein described tract;

THENCE South $19^{\circ}05'19''$ East, with the western R.O.W. line of said State Highway 95, a distance of 326.94 feet, to a $\frac{1}{2}$ " iron rod set at the intersection of State Highway 95 and T.H. Johnson Drive, for the southeast corner of the herein described tract;

THENCE South $70^{\circ}48'16''$ West, along the northern R.O.W. line of said T.H. Johnson Drive (60' Right-of-Way) for a distance of 1900.45 feet to a $\frac{1}{2}$ " iron rod set for the southwest corner of the herein described tract, same being for the Southeast corner of Lot 79, Block "T", North Park Phase I, plat of which is recorded in Cabinet "X", Slide 182, of the Plat Records of Williamson County, Texas, (PRWC);

THENCE North $19^{\circ}13'31''$ West, along the east line of Lot 79, Block I, of North Park Phase I, recorded in Cabinet X, Slides 182-186, Plat Records of Williamson County (PRWC), for a distance of 328.39 feet to the POINT OF BEGINNING containing 327,940 sq. ft. or 7.528 Acres of land.


Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249



Exhibit A

**Final Installment of Reimbursement
for
McCoys Taylor Public Improvements**

OVERLAY & IMPROVE FULL WIDTH ON JOHNSON DRIVE

3,536 SY	1.5" HMAC TY C	\$9.68	34,228
1,191 SY	1.5" HMAC INTERSECTION OVERLAY	\$8.90	10,600
262 TN	HMAC FOR CROWN BUILD UP	\$100.08	26,221
1 LS	TRAFFIC CONTROL	\$2,400.00	2,400
75 SF	SIDEWALK REPAIR & EXTENSION	\$3.00	225
1 EA	ADA RAMP	\$450.00	450
1 LS	STRIPING & SIGNAGE	\$6,262.00	6,262
1,424 SY	MILL HMAC SURFACE	\$5.61	7,989
3 EA	ADJUST MANHOLES	\$333.33	1,000
			89,375
1 LS	GC OH&P, BONDS, ETC.	10%	8,937
1 LS	SOFT COSTS	5%	4,469
			<u>\$ 102,781</u>

CITY 380 GRANT AGREEMENT

REIMBURSEMENT COMMITMENT FOR PUBLIC IMPROVEMENTS

STREET/DRAINAGE/UTILITY	248,000
IMPROVEMENTS PER SECTION 3.C.	
FUTURE TRAFFIC SIGNAL BY CITY PER	
SECTION 3.E. (ESTIMATED AMOUNT)	100,000
TOTAL AMOUNT COMMITTED FOR	
PUBLIC IMPROVEMENTS	348,000

VALUE OF PUBLIC IMPROVEMENTS CONSTRUCTED

ORIGINAL SCOPE CONSTRUCTED	248,000
ADDITIONAL WORK CONSTRUCTED	102,781
TOTAL VALUE CONSTRUCTED	
	350,781

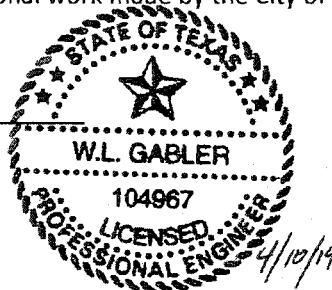
REIMBURSEMENT STATUS

PAID TO DATE	293,547
BALANCE REMAINING TO BE PAID	
	<u>\$57,234</u>

Payment of the balance remaining will satisfy the terms of the reimbursement agreement for this project and all related supplemental requests for additional work made by the City of Taylor.



Engineer of Record





City Council Meeting May 8, 2014 Agenda Item Transmittal

Agenda Item #: 10

Agenda Title: Consider request from Library Advisory Board to spend Ned Estate funds

Council Action to be taken: Approve, Deny or Table

Initiating Department: Taylor Public Library

Staff Contact: Karen Ellis, Library Director

1. INTRODUCTION/PURPOSE

On November 16, 2010 the Taylor Public Library received \$346,199.47 from the estate of Louis K. Ned, longtime Taylor resident who passed away March 9, 2010. The Library Advisory Board has been tasked to make recommendations as to the use of these funds.

The Library Advisory Board has previously made recommendations to spend these funds:

- \$25,000.00 approved by City Council on February 10, 2011
- \$7,000.00 approved by City Council on October 11, 2013
- \$ 2,420.80 approved by City Council on February 13, 2014

Total expenditures approved: **\$34,420.80**
Remaining Ned Estate funds: **\$311,778.67**

2. DESCRIPTION/ JUSTIFICATION

On April 15th the Library Advisory Board considered staff requests for computer replacements, an office printer, a server, installation hardware & software to manage the Library's public wi-fi network and digital scanning of the phone book collection.

Many of the Library's computers continue to age without funding for replacement. One of our office printers stopped working and needs replacement. The server which controls the public computers with the Cybrarian system is very old and there is fear that sudden death will closed down all access to the public computers.

Wi-fi has long been available at the Taylor Public Library via a public network that actually extends outside of the building. It is old and needs to be upgraded. The Texas State Library & Archives Commission Annual Report is now asking for statistics related to wi-fi use. We should be able to supply those statistics, though we cannot with the current wi-fi system.

Scanning the Taylor phone books has been done by staff up to the 1950 book. However, it is extremely time consuming work. The phone book in the Archives Collection are used regularly by researchers and making them available digitally allows staff to search from any networked computer as well as send digital copies to remote researchers.

Our request is: \$1,540.00 for wi-fi upgrade.
 \$760.00 for phone book scanning
 \$408.00 for office printer
 \$4,357 for 1 server, 5 computers & 6 monitors
 \$85.00 for server software

Total request is for: **\$7,150.00**, not to exceed \$8,000.00.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

The most immediate concern is the Cybrarian server—if it fails, we cannot operate the public computers.

5. RECOMMENDATION

At the April 15, 2014 Library Advisory Board Meeting, board members discussed and evaluated requests by staff for possible use of Ned Estate funds. They specified spending not to exceed \$8,000.00.

6. REFERENCE FILES

- 10a. [Chart of past approved expenditures of Ned Estate funds](#)
- 10b. [Quotes from vendors](#)

Louis K. Ned Estate

When received: November 23, 2010 City Council Meeting

Amount received: **\$346,199.47**

Spent so far: \$34,420.80

Remaining: \$311,778.67

Purchases approved:	When Approved	Amount Approved	Notes:
Replacement of 2 Young Explorer's computers:	February 10, 2011 City Council Meeting	\$6,000.00	last purchased by United Way for new library 2007.
Replacement of 5 computers	February 10, 2011 City Council Meeting	\$5,000.00	Not funded via library budget
Adding a computer to Archives	February 10, 2011 City Council Meeting	\$1,000.00	new
Replacement of 3 Circ computers	February 10, 2011 City Council Meeting	\$3,000.00	Not funded via library budget
Books	February 10, 2011 City Council Meeting	\$10,000.00	
subtotal:		\$25,000.00	
Replace oldest public PCs + 1 staff	Oct 11, 2013 City Council Meeting	\$6,000.00	Not funded via library budget
Purchase iPad for storytime + app purchases	Oct 11, 2013 City Council Meeting	\$1,000.00	Betty saw storytelling with iPads at TLA & really wanted to try it.
subtotal:		\$7,000.00	
Zinio Digital Magazines, 1 yr	Feb 13, 2014 City Council Meeting	\$2,420.80	Zinio platform \$1500.00; 13 magazines \$920.82
subtotal:		\$2,420.80	

City of Taylor Phone Books: Cost to scan via OCI

Year	Pages	Cost
1951	68	\$6.12
1952	68	\$6.12
1953	68	\$6.12
1954	72	\$6.48
1955	76	\$6.84
1956	76	\$6.84
1957	72	\$6.48
1958	68	\$6.12
1959	72	\$6.48
1960	76	\$6.84
1961	80	\$7.20
1962	84	\$7.56
1963	80	\$7.20
1964	76	\$6.84
1965	80	\$7.20
1967	96	\$8.64
1968	104	\$9.36
1970	124	\$11.16
1974	124	\$11.16
1979	122	\$10.98
1980	118	\$10.62
1981	118	\$10.62
1982	126	\$11.34
1983	130	\$11.70
1984/85	140	\$12.60
1986/87	154	\$13.86
1987/88	158	\$14.22
1988/89	150	\$13.50
1989/90	164	\$14.76
1990/91	157	\$14.13
1991/92	190	\$17.10
1992/93	192	\$17.28
1993/94	174	\$15.66
1995	212	\$19.08
1996	242	\$21.78
1997	252	\$22.68
1998	252	\$22.68
1998/99	238	\$21.42
1999/2000	224	\$20.16
2002	236	\$21.24
2003	236	\$21.24
2004	252	\$22.68
2005	236	\$21.24
2006	244	\$21.96
2006/07	188	\$16.92
2007	252	\$22.68
2008	252	\$22.68
2009	268	\$24.12
2009/2010	188	\$16.92
2010	276	\$24.84
2011	244	\$21.96
2012/2013	244	\$21.96
2013/2014	244	\$21.96

total cost: \$759.33
Just 1951-68 \$118.44

Cost is .09 cents per each
side of page. Quoted
from Jeremy at OCI on
4/14/2014. KE

TCAT Student worker Selena counted
pages 4/2014.



ON Technology Consultants
1331 West 2nd Street
Taylor, TX 76574

Estimate

Date	Estimate #
4/29/2014	53

Name / Address
Lisa Thompson The City Of Taylor 400 Porter Street Taylor, TX 76574 USA

Project

Description	Qty	Rate	Total
UniFi AP Pro GigE 802.3af Dual Radi	2	125.00	250.00T
5 Port POE Switch	1	125.00	125.00T
Installation & Configuration	1	1,000.00	1,000.00
Cable Run and Terminate Ends - Move from Server Room to middle of room. Please note: There is possibility that a second cable run is needed. Will not know until the first one is ran at tests are performed.	1	125.00	125.00T
Procurement Fee	1	25.00	25.00T
Shipping and Handling: will be invoiced at actual rate on separate invoice.	1	15.00	15.00T
Scope: Replace 3 Cisco Access Points with 2 Unifi Access Points. Install a new Windows 2012 Server using the left over license at the Library on their server with the Unifi controller on this installation. Monthly Management Fee will be included on future invoices at \$51.50 per month.			
		Subtotal	\$1,540.00
		Sales Tax (0.0%)	\$0.00
		Total	\$1,540.00



PRICE QUOTATION

Page 1 of 2

Quote Number: 9477157

Quote Date : April 30, 2014

Revised Date : April 30, 2014

Expires: May 05, 2014

Provided by: John Valencia

(Contract Expiration)

Contract: TX - STATE OF TX DEPT OF INFORMATION RESOURCES (DIR-SDD-1364)

Betty Thompson
TAYLOR PUBLIC LIBRARY

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order. HP PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO NOT SHARE.

Item	Part No.	Description	Qty.	Unit Price	Extended
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Group: A

1.	CE957A#BGJ	New- HP LaserJet Pro 400 color M451dn Product - HP LaserJet Pro 400 color M451dn Printer Cable included? - No, please purchase USB cable separately In the box: - Printer; Four preinstalled introductory HP LaserJet toner cartridges (yield ~1400 pages); In-box documentation (Hardware installation guide); Software drivers and documentation on CD-ROMs; Power cord; Built-in Automatic duplexer for two-sided printing ePrint - Yes Energy Star® Compliant - Yes Print speed, black (normal) - Up to 21 ppm Print speed, color (normal) - Up to 21 ppm Print quality, black - Up to 600 x 600 dpi Print quality, color - Up to 600 x 600 dpi Two-sided printing - Automatic (standard) Media sizes - Tray 1: letter, legal, executive, 8.5 x 13 in, 3 x 5 in, 4 x 6 in, 5 x 8 in, envelopes (No 10, Monarch); tray 2, optional tray 3: letter, legal, executive, 8.5 x 13 in, 4 x 6 in, 5 x 8 in, envelopes (No 10, Monarch) Duty cycle - Up to 40,000 pages per month Recommended print volume - 750 to 2,000 pages per month Input capacity (std/max) - Up to 300 sheets / Up to 550 sheets (with optional 250-sheet tray) Output capacity (std/max) - Up to 150 sheets / Up to 150 sheets Paper trays (std/max) - 2/3 Paper-handling accessories - 50-sheet multipurpose tray, 250-sheet input tray 2, 150-sheet output bin Optional paper output accessories - Optional 250-sheet tray Memory (std/max) - 128 MB / 384 MB Memory Slots - 1 DIMM slot Display - 2-line LCD (text) Connectivity standard - 1 Hi-Speed USB 2.0 port; 1 Fast Ethernet 10/100Base-TX network port	1	\$407.34	\$407.34
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Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo.

Sales taxes added where applicable. Freight is FOB Destination.



PRICE QUOTATION

Page 2 of 2

Quote Number: **9477157**

Quote Date : April 30, 2014

Revised Date : April 30, 2014

Expires: May 05, 2014

Provided by: **John Valencia**

(Contract Expiration)

Contract: TX - STATE OF TX DEPT OF INFORMATION RESOURCES (DIR-SDD-1364)

Betty Thompson
TAYLOR PUBLIC LIBRARY

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Item	Part No.	Description	Qty.	Unit Price	Extended
		Operating systems - Linpus Linux (9.4, 9.5), Red Hat Enterprise Linux 5.0 (supported with a pre-built package); SUSE Linux (10.3, 11.0, 11, 11.1, 11.2), Fedora (9, 9.0, 10, 10.0, 11.0, 11, 12, 12.0), Operating System Continued - Ubuntu (8.04, 8.04.1, 8.04.2, 8.10, 9.04, 9.10, 10.04), Debian (5.0, 5.0.1, 5.0.2, 5.0.3) (supported by the automatic installer); HPUX 11 and Solaris 8/9 Processor - 600 MHz Network-ready - Standard (built-in Fast Ethernet) Warranty - One-year limited warranty, return to HP or authorized service provider			
SUB TOTAL :					\$407.34

TOTAL PRICE :

\$407.34

To ensure the accurate and timely processing of your order, please include quote # 9477157 on your Purchase Order.

Comments:

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo.

Sales taxes added where applicable. Freight is FOB Destination.



PRICE QUOTATION

Page 1 of 4

Quote Number: **9473890-9**

Quote Date : April 29, 2014

Revised Date : April 30, 2014

Expires: May 05, 2014

Provided by: **John Valencia**

(Contract Expiration)

Contract: TX - STATE OF TX DEPT OF INFORMATION RESOURCES (DIR-SDD-1364)

Betty Thompson

TAYLOR PUBLIC LIBRARY

Big Deal Number: **90991524**

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order. HP PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO NOT SHARE.

Item	Part No.	Description	Qty.	Unit Price	Extended
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Group:

1.		SmartBuy - HP ProDesk 400 G1 Small Form Factor Business PC	5	\$549.45	\$2,747.25
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E3U17UT#ABA

Product - SmartBuy - HP ProDesk 400 G1 Small Form Factor
Operating system - Windows 7 Professional 32 (available through downgrade rights from Windows 8.1 Pro)
Processor - Intel Pentium Dual Core G3420 3.2GHz
Energy Efficiency - N/A
Power supply - 85% High-Efficient Chassis
Manageability features - N/A
Chipset - Intel® H81 Express Chipset
Memory - 4 GB (1x4 GB) DDR3 1600 MHz
Hard drives - 500GB 7200RPM Hard Drive
Optical drive - HP Slim SuperMulti DVD Writer Drive
Graphics - Integrated Intel® HD Graphics
Audio - DTS Sound audio management technology
Network card - RTL8151GH-CG GbE LOM
Keyboard - HP USB Keyboard
Wireless hardware - NA
Mouse - HP USB Mouse
Additional software - Cyberlink Multimedia Suite
Additional accessories - N/A
Security Software - HP Client Security, Microsoft Security Essentials
Restore CD - Windows 7 Pro 64-bit
Windows 8.1 Pro 64-bit
Warranty - 3 years parts, labor and onsite service (3/3/3) standard warranty. Certain restrictions and exclusions apply.

SUB TOTAL : \$2,747.25

Group: B

2.		Configurable - HP ProDesk 400 G1 Microtower Desktop PC E2D13AV	1	\$545.54	\$545.54
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server unit

E2D13AV

Product - HP ProDesk 400 G1 Microtower Desktop PC

E2R42AV#ABA

Operating system - Windows 7 Home Premium 64

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo.

Sales taxes added where applicable. Freight is FOB Destination.



PRICE QUOTATION

Page 2 of 4

Quote Number: 9473890-9

Quote Date : April 29, 2014

Revised Date : April 30, 2014

Expires: May 05, 2014

Provided by: John Valencia

(Contract Expiration)

Contract: TX - STATE OF TX DEPT OF INFORMATION RESOURCES (DIR-SDD-1364)

Betty Thompson

TAYLOR PUBLIC LIBRARY

Big Deal Number: 90991524

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Item	Part No.	Description	Qty.	Unit Price	Extended
		Chipset - Intel® H81 Express Chipset			
E2N34AV		Chassis configuration - HP ProDesk MT 85% High-Efficient Chassis			
F0K66AV		Processor - Intel® Core i3-4130 (3.4 GHz, 3 MB Cache) Intel® ® HD Graphics 4400			
E2N03AV		Memory - 4GB DDR3-1600 DIMM (1x4GB) RAM			
E2N07AV		1st hard drive - 500GB 7200 RPM 3.5 HDD			
E2N54AV		Optical drive - SuperMulti ODD			
		Integrated Network - Realtek RTL8151GH-CG GbE LOM			
C8N33AV#ABA		Keyboard - HP PS/2 Standard Keyboard			
E2P09AV		Mouse - HP USB PS/2 Washable Mouse			
E2N73AV		Packaging - Single Unit (MT) Packaging			
E2N33AV#ABA		Country kit - HP ProDesk 400 Country Kit (Includes a Quick Setup & Getting Started manual in English and a country-specific power cord)			
E2M98AV#ABA		Warranty - 3/3/3 MT Warranty			
SUB TOTAL :					\$545.54

Group: D

3.		HP Promo ProDisplay P221 21.5-inch LED Backlit Monitor	6	\$177.21	\$1,063.26
		Monitor Option 2			
C9E49A8#ABA		Monitors - HP Promo ProDisplay P221 21.5-inch LED Backlit Monitor			
		Input Signal - VGA (analog); DVI with HDCP support			
		Contrast ratio - 1000:1 Contrast Ratio			
		Brightness (typical) - 250 nits			
		Tilt - Tilt: -5° to +25°			
		Height adjustability range - None			
		Pivot rotation - None			
		Horizontal/Vertical viewing angle (typical) - 170/160 degrees			
		Max Power Rating - 31 Watts			
		Native resolution - 1920 x 1080			
		Response rate (typical, rise and fall) - 5 ms response time			
		Asset Control - Asset control supported			
		Integrated speakers - No Integrated speakers			

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo.

Sales taxes added where applicable. Freight is FOB Destination.



PRICE QUOTATION

Page 3 of 4

Quote Number: **9473890-9**

Quote Date : April 29, 2014

Revised Date : April 30, 2014

Expires: May 05, 2014

Provided by: **John Valencia**

(Contract Expiration)

Contract: TX - STATE OF TX DEPT OF INFORMATION RESOURCES (DIR-SDD-1364)

Betty Thompson

TAYLOR PUBLIC LIBRARY

Big Deal Number: **90991524**

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Item	Part No.	Description	Qty.	Unit Price	Extended
		Anti-Glare and Anti-Static - Anti-Glare: Yes Anti-Static: No Warranty - 3-year parts, 3-year labor, 3-year onsite limited warranty. Next business day exchange available.			
SUB TOTAL :					\$1,063.26

TOTAL PRICE :

\$4,356.05

To ensure the accurate and timely processing of your order, please include quote # 9473890-9 on your Purchase Order.

GET MORE FOR YOUR MONEY

Make the most of your budget and protect against technology obsolescence. Lease these HP products with a purchase price of \$4,356.05 for 36 months for as little as \$135.26 per month. At the end of the lease, send the equipment back to HP Financial Services and upgrade to new technology or purchase the equipment at its fair market value.*

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* The monthly payment amount is for a lease commencing on or before 5/29/2014 with a term of 36 months and a fair market value purchase option at the end of the lease term. This and other leasing and financing options are available through Hewlett-Packard Financial Service Company (HPFSC) or one of its affiliates to qualified education and state and local customers in the U.S. and subject to credit approval and execution of standard HPFSC documentation. Fees and other restrictions may apply. This is not a commitment to lease. Rates and payments are subject to change at any time without notice. Leasing and financing options for Federal governmental agencies (subject to a \$50,000 minimum) are available from Hewlett-Packard Company.

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo.

Sales taxes added where applicable. Freight is FOB Destination.



City Council Meeting May 8, 2014 Agenda Item Transmittal

Agenda Item #: 11
Agenda Title: Receive update on substandard and abandoned buildings
Council Action to be taken: Accept report
Initiating Department: Planning and Development
Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

This report is intended to give the Council an update regarding substandard and abandoned buildings; more specifically the current policies relating to the management of these structures.

2. DESCRIPTION/ JUSTIFICATION

What is a substandard building?

It is not necessarily a vacant building.
It is both residential and commercial.

It is a building that is basically unfit for habitation or occupancy (IPMC)

Chapter 5, Taylor Municipal Code: Buildings, Sec. 5-37. Substandard buildings defined.

All buildings or structures which have any or all of the following defects or lack of facilities shall be deemed substandard buildings;

(1) All buildings or structures which do not have the number of water closets, urinals and lavatories required by the plumbing ordinance of the city, or which have pit privies where the same are not permitted by law, or which are not connected to the city sewer when required by law, or where inadequate and unsanitary pit privies or septic tanks are maintained.

(2) All buildings or structures that have become deteriorated through natural causes or by damage through exposure to the elements, especially wind, hail, or rain, or damage through fire, to the extent that the roof, windows and doors, or portions of the house,

building, or structure which protect from the weather, will no longer reasonably protect from the weather.

(3) All buildings or structures which constitute, or in which are maintained, fire hazards, as that term is defined in the fire prevention code of the city.

(4) All buildings or structures which are so structurally deteriorated that they are in danger of collapse, or which cannot be expected to withstand the reasonably anticipated storms and/or hurricanes.

(5) All buildings or structures so constructed or permitted to be so constructed as to constitute a menace to health or safety including all conditions conducive to the harboring of rats or mice or other disease carrying animals or insects reasonably calculated to spread disease, and including such conditions hazardous to safety as inadequate bracing or the use of deteriorated materials.

What is an Abandoned Building?

An abandoned building is a structure that has:

No clear title of ownership, and

No active involvement of persons associated with the current or previous owners (deceased owners), and

A structure is dilapidated or substandard.

A vacant building is not an abandoned building or a substandard building.

The term 'abandoned' is often synonymous with 'substandard.'

What does a substandard building look like?

On the outside it may look ok, but on the inside it suffers from many problems: outdated wiring, HVAC, plumbing, functionally obsolete.

Fire damage,

Evidence of vectors such as rodents, etc.

The most obvious is structural – cracks in the façade or foundation, or both

Other things include – broken windows, peeling paint, trash accumulation, overgrown grass and weeds, untrimmed trees, odors, etc.

What are the rules governing the abatement of substandard buildings?

Federal law –

Primarily 14th Amendment of the US Constitution relating to “Due Process.”

State law –

Chapter 18 Code of Criminal Procedures (search warrants),

Chapters 54 of the Local Government Code (enforcement process for ordinances),

Chapter 214 of the Local Government Code (dangerous building abatement),

Chapter 217 of the Local Government Code (relating to abatement of nuisances within the City and within 5,000 feet of the City's city limits),

Chapter 342, Health and Safety Code (regulation of unsanitary conditions: including stagnant water, sewers and privies, trash, carrion, weeds, trash, etc.)

Chapter 33.91 of the Property Tax Code (seizure of property by a municipality)

Texas Administrative Code, Chapters 290 and 291 relating to the Texas Commission on Environmental Quality (TCEQ), which governs (in part) public water supply systems and backflow prevention devices
Plumbing License Law, Title 8, Chapter 1301, Occupations Code

Local Ordinances –

Chapter 5 Relating to buildings including Ordinance 2005-7, approved May 31, 2005 (aka ‘214 Process’ or ‘condemnation process’).
2009 International Residential Code (IRC) and International Building Code (IBC)
2003 International Property Maintenance Code (IPMC)
Chapter 18 (Relating to nuisances: tall grass, stagnant water, trash, etc.)

Why do we care about substandard building?

They are a health hazard,

They tend to cause a degradation of surrounding property values and property conditions
Spreads apathy – “This place (neighborhood) looks terrible, why should I care, if they don’t care?”

Each and every structure in our community must be maintained at its highest possible standard and value.

How many substandard buildings do we have in Taylor?

It is easier for us to find residential substandard structures than commercial substandard structures. Eventually, the interior problems ‘leak’ out into the open (show up on the outside of the building). However, the estimated number of dilapidated and substandard homes in Taylor is estimated to be about ten percent of the current housing stock (approximately 510 or more.) This is according to a windshield survey done during the preparation of the 2004 Comprehensive Plan.

How do we mitigate substandard buildings?

Nuisance process – owners are put on notice and required to ‘fix’ or ‘repair’ their property. If they fail to do this, the city will step in and mitigate the problem, then file a lien.

Condemnation process (aka ‘214 process’) – initially created to address abandoned properties, to acquire ownership, and to reintroduce the property, after demolition, into the market place (cleans up the title).

We have used the ‘214 process’ for both residential as well as commercial properties, with and without known ownership.

In the past, staff has not enforced codes against occupied homes. In recent years, that philosophy has changed due to the increased complaints against landlords and owner occupied homes that are severely substandard.

How many Substandard Nuisance Cases have we handled in the last five years?

2009 – Residential 37; Commercial 6

2010 – Residential 6; Commercial 1

2011 – Residential 13; Commercial 2
2012 – Residential 5; Commercial 1
2013 – Residential 25; Commercial 4
2014 – Residential 31; Commercial 1

How many 214 cases have we handled in the last five years?

2009 – Residential 11; Commercial 0
2010 – Residential 8; Commercial 4
2011 – Residential 0; Commercial 1
2012 – Residential 0; Commercial 0
2013 – Residential 0; Commercial 0
2014 – Residential 8; Commercial 0

Please note that not all buildings are demolished, many are rehabilitated. Although, nuisance cases are filed throughout the year, 214 cases are usually processed during the winter time when the tall grass, trash, and other ‘warm weather’ complaints are lower.

Vacant Buildings

The Planning and Development Department maintains a ‘vacant building’ inventory. This list is updated at least two times per year. It was developed to maintain a scope of the number of buildings and how to contact to owners if needed.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Any feedback on the methods or procedures that may enhance the process or outcomes, is greatly appreciated.

6. REFERENCE FILES

11a. [Vacant Building Inventory](#)

TYPE	NUM	Street	PIN	BULD SIZE	FLOORS	1ST STORY
						VACANT
						Vacant
COMM	215	E 1ST STREET	R014903	11,535		Y
COMM	101	PORTER STREET	R014909	34,022	4	Y
COMM	109	E 1ST STREET	R014912	3,360		Y
COMM	108	E 2ND STREET	R014917	2,100		Y
COMM	112	E 2ND STREET	R014918	2,210		Y
COMM	301	W 2ND STREET	R014939	22,284		Y
COMM	200	W 2ND ST	R014947	15,888	2	Y
COMM	112	W 2ND ST	R014956	8,138		Y
COMM	205	N MAIN ST	R014956	33,000		Y
COMM	120	WEST 2ND ST	R014957	12,090	2	Y
COMM	221	N MAIN ST	R014959	15,264	2	Y
COMM	219	N MAIN ST	R014959	3,622		Y
COMM	215	N MAIN ST	R014960	1,827		Y
COMM	211	N MAIN ST	R014960	25,160		Y
COMM	220	E 4TH ST	R014991	6,781		Y
COMM	220	E 4TH ST	R014991	5,138		Y
COMM	220	E 4TH ST	R014991	4,844		Y
COMM	310	N MAIN ST	R014999	5,625	2	Y
COMM	105	E 3RD ST	R015001	3,360		Y
COMM	321	N MAIN ST	R015014	3,018		Y
COMM	401	N MAIN ST	R015046	4,505		Y
COMM	406	TALBOUT ST	R015055	7,066	2	Y
COMM	417	W 2ND ST	R015129	23,100		Y
COMM	501	W 2ND ST	R015300	1,500		Y
COMM	517	W 2ND ST	R015301	2,080		Y
COMM	517	B W 2ND ST	R015301	1,200		Y
COMM	515	W 2ND STREET	R015302	1,064		Y
COMM	512	W 2ND ST	R015310	2,592		Y
COMM	514	W 2ND ST	R015310	2,592		Y
COMM	516	W 2ND ST	R015312	3,021		Y
COMM	212	E LAKE DR	R016235	17,508		Y
COMM	1333	W 2ND ST	R016902	2,348		Y
COMM	1337	W 2ND ST	R016902	3,480		Y
COMM	906	N MAIN ST	R018350	1,712		Y
COMM	1018	N MAIN ST	R018361	960		Y
COMM	1900	N MAIN ST	R018697	3,320		Y
COMM	118	W LAKE DR	R018724	528		Y
COMM	2705	N MAIN ST	R018726	63,410		Y
COMM	400	N MAIN ST	R053887	6,772		Y
COMM	415	E LAKE DR	R315785	2,500		Y
COMM	1103	CARLOS PARKER BLVD NW	R332531	304,992		Y
COMM	112	W 4TH ST	R361319	1,016		Y
COMM	3200	N MAIN ST	R363579	1,000		Y

COMM	3202 N MAIN ST	R363579	1,000		Y
COMM	3204 N MAIN ST	R363579	1,000		Y
COMM	3208 N MAIN ST	R363579	1,000		Y
COMM	3218 B N MAIN ST	R363579	1,000		Y
COMM	100 CARLOS PARKER BLVD NW #114	R454445	1,500		Y
COMM	115 N MAIN ST	R507746	9,236	2	Y
COMM	111 N MAIN ST	R507748	2,306		Y

VACANT TOTAL

694,574

BLDG SIZE INCLUDES ALL FLOORS

**2ND STORY
AND ABOVE**

VACANT

AKA

LOCATION

	STORE FRONT	NW CORNER E 1ST AT WASHBURN
Y	BLAZAMORE HOTEL	NW CORNER E 1ST AT PORTER ST
0	OWL CAFÉ	CENTER BLOCK N SIDE E 1ST ST
Y	STORE FRONT	CENTER BLOCK SOUTH SIDE E 2ND
0	STORE FRONT	CENTER BLOCK SOUTH SIDE E 2ND
0	LUMBER YARD	S W CORNER W 2ND ST AT TALBOUT ST
Y	KINCLE BLDING	NW CORNER W 2ND AND TALBOUT
	OFFICES	CENTER OF 100 BLK W 2ND ST
0	FIRE TRAINING DORM	N W CORNER N MAIN AT W 2ND ST
Y	RO-LAINE BLD	NE CORNER W2ND ST AT TALBOUT
Y	GOMES CAFÉ	SW CORNER N MAIN AT W 3RD ST
	OLD 5 & 10	
	OLD JEWELRY STORE	MID BLOCK W SIDE N MAIN
0	LEADERS IN LEATHER	MID BLOCK W SIDE N MAIN
	STORE FRONT	200 BLOCK WAS ARMADILLO HEADQUARTERS
	STORE FRONT	200 BLOCK OLD TRACTOR MECHANIC BLDIND
0	VACANT METAL BUILDING	MID BLOCK E 3RD
0	WOODSMAN (OLD SPOT)	E SIDE OF BLOCK E 4TH SOUTH SIDE OF 4TH
0	BELLA ROME RESTURANT	MID BLOCK N SIDE E 3RD ST
Y	JAYROE BLDG GROUND FLOO	S W CORNER N MAIN AT W 4TH ST
Y	FORMALY LITTLE LIBERTYS	N W CORNER N MAIN AT W 4TH ST
N		
0	BUS BARN	S SIDE OF WEST 2ND ST BETWEEN DAVIS & FOWZER
0	VACANT BLDG	ALLEY SOUTH OF 501 W 2ND ST
0	CLEGG RESTURANT	S SIDE OF WEST 2ND ST
0	HOUSE	S SIDE OF WEST 2ND ST
0	CLEGG RESTURANT	S SIDE OF WEST 2ND ST
0	STORE FRONT	MID BLOCK N SIDE OF W 2ND ST
0	STORE FRONT	MID BLOCK N SIDE OF W 2ND ST
0	STORE FRONT	MID BLOCK N SIDE OF W 2ND ST
0	TAYLOR CARE CENTER	S W CORNER W LAKE DR AT JONES
	OLD GROCERY STORE	1300 BLOCK W 2ND
	OLD LUMBER YARD OFFICE	1300 BLOCK W 2ND
0	OFFICE BLDG	CENTER BLOCK E SIDE N MAIN
0	SIGN STORE	CENTER BLOCK E SIDE N MAIN
Y	CARAGE HOUSE FLOWERS	MID BLOCK E SIDE OF N MAIN
0	CABIN	LAKE DR SHOPPING CENTER
0	OLD WAL-MART	W SIDE N MAIN ST
	OLD CITY HALL	400 BLOCK N MAIN
	TAYLOR ELECTRIC	400 BLK E LAKE DRIVE
	BIG INDUSTRIAL BUILDING	
0	TRAIN STOP REST	MID BLOCK N SIDE W 4TH ST
0	BAR NONE CAFÉ	TAYLOR PLAZA

0	VACANT	TAYLOR PLAZA
0	VACANT	TAYLOR PLAZA
0	VACANT	TAYLOR PLAZA
0	VACANT	TAYLOR PLAZA
0		HEB CENTER
Y	1893 BANK BLDG	S W CORNER N MAIN AT W 2ND ST
	STORE FRONT	CENTER OF BLOCK 100 BLK N MAIN

OWNER

JEFFERY SYNDER
JOSEPH DRAYER
JOANNE BACHMAYER
S R SCOTT FAMILY
S R SCOTT FAMILY
ERWIN TEGGEMANN
STEPHEN P & DANA TRUX
CWMRYBOYD I LLC
TIMMERMANN TAYLOR PROP
GREGORY GINN
ANTONIO GOMES
ANTONIO GOMES
RICARDO ZUNIGA
RICARDO ZUNIGA
CHISUM PIERCE
CHISUM PIERCE
CHISUM PIERCE
JOSH RICHARDS
LESTER CRAVER
CALVIN JAYROE
TIMMERMAN & BOHLS
GREGORY GINN
TAYLOR ISD
SOUTHERN MATTRESS CO OF TEXAS
SUE CLEGG ESTATE
SUE CLEGG ESTATE
SUE CLEGG ESTATE
LLIJ LLC
LLIJ LLC
BILL HALL
CONCEPTS FOUNDATION
OLLE PROPERTIES LLC
OLLE PROPERTIES LLC
RICHARD E SMITH
MONDISHAY LTD
LORI A SCHWARZ
ARMSTRONG REAL ESTATE HOLDINGS
2705 N MAIN LTD
CITY OF TAYLOR
TERRANCE TSCHOENER
TAYLOR CPB PROPERTY LLC
ROBERT HILTON
TAYLOR PLAZA LLC

TAYLOR PLAZA LLC

TAYLOR PLAZA LLC

TAYLOR PLAZA LLC

TAYLOR PLAZA LLC

HEB

JOHN JONES

JOSH RICHARDS

OWNER ADDRESS	ZONING
3600 CR 405, TAYLOR, TX	B-1
2303 HARTFORD RD, AUSTIN, TX 78703	B-3
1808 LEXINGTON ST, TAYLOR, TX 76574	B-3
P O BOX 5072, AUSTIN, TX 78763	B-3
P O BOX 5072, AUSTIN, TX 78763	B-3
1903 GRACE ST, TAYLOR, TX 76574	M-1
351 WHITETAIL LN, HUTTO, TX	B-1
PO BOX 50014 AUSTIN, TX	B-3
2490 FM 685, HUTTO TX 78634	B-3
406 TALBOT ST, TAYLOR TX 76574	B-1
219 N MAIN ST, TAYLOR, TX 76574	B-3
219 N MAIN ST, TAYLOR, TX 76574	B-3
7216 E HWY 290, AUSTIN, TX 78723	B-3
7216 E HWY 290, AUSTIN, TX 78723	B-3
P O BOX 592, TAYLOR, TX 76574	B-1
P O BOX 592, TAYLOR, TX 76574	B-1
P O BOX 592, TAYLOR, TX 76574	B-1
PO BOX 1366, TAYLOR, TX 76574	B-3
2931 E MARTIN LUTHER KING JR BLVD, STE B, AUSTIN, TX 78702	B-3
12501 LONGHORN PKWY A-361, AUSTIN, TX 78732	B-3
2490 FM 685, HUTTO TX 78634	B-3
406 TALBOT ST, TAYLOR TX 76574	B-3
602 W 12TH ST, TAYLOR, TX 76574	M-1
PO BOX 1169, TAYLOR, TX 76574	M-1
% JOY ASH, 3005 DAVIS ST, TAYLOR, TX 76574	M-1
% JOY ASH, 3005 DAVIS ST, TAYLOR, TX 76574	M-1
% JOY ASH, 3005 DAVIS ST, TAYLOR, TX 76574	M-1
P O BOX 960, MANOR, TX 78653	B-1
P O BOX 960, MANOR, TX 78653	B-1
308 PINTAIL LN, TAYLOR, TX 76574	B-1
135 PAUL DR, SAN FAFAEL, CA 94903	B-1
1331 W 2ND ST, TAYLOR, TX	M-1
1331 W 2ND ST, TAYLOR, TX	M-1
P O BOX 263, WELLBORN, TX 77881	B-1
4029 TEALWOOD DR, AUSTIN, TX 78731	B-1
P O BOX 352, THRALL, TX 76578	B-1
3464 COUNTY ROAD 237, CAMERON, TX 76520	B-1
3536 BEE CAVES RD STE 310, AUSTIN, TX 78746	B-1
720 TALBOT ST, TAYLOR, TX 76574	B-1
3500 W 75 TH ST, STE 200, PRAIRE VILLAGE, KS 66208	M-1
11116 FM 1696, BEDIAS, TX 77831	B-3
1601 PALOMINO DR, AUSTIN, TX 78733	B-1

1601 PALOMINO DR, AUSTIN, TX 78733	B-1
1601 PALOMINO DR, AUSTIN, TX 78733	B-1
1601 PALOMINO DR, AUSTIN, TX 78733	B-1
1601 PALOMINO DR, AUSTIN, TX 78733	B-1
P O BOX 839999, SAN ANTONIO, TX 78283	B-1
1010 CECELIA ST, TAYLOR, TX 76574	B-3
PO BOX 1366, TAYLOR, TX 76574	B-3



City Council Meeting
May 8, 2014
Agenda Item Transmittal

Agenda Item #: 12

Agenda Title: To receive a presentation in regards to utility bills.

Council Action to be taken: No action.

Initiating Department: Utility Administration Department

Staff Contact: Beth Wilkes, Utility Billing Manager

1. INTRODUCTION/PURPOSE

This is an item of discussion at the April 24th City Council meeting, to be considered as a future agenda item. Tonight Ms. Wilkes, who is the city's utility billing manger, will give an oral presentation on utility billing and answer any questions that council may have on this topic.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

12a. [PowerPoint Presentation](#)

12b. [PPT Presentation as PDF](#)

READING AND UNDERSTANDING
YOUR CITY OF TAYLOR
UTILITY BILL & WATER METER



City of Taylor—Utility Billing
Beth Wilkes, Utility Billing Manager
Bradley Hines, Senior Service Technician
400 Porter Street
Taylor, Texas 76574

Phone—512-352-2066
Fax—512-352-6002

Email—Billing@taylortx.gov

HISTORICAL UTILITY RATES

	THEN						NOW
Comparative Retail Rates City of Taylor	Rates as of 10-10-02	Rates as of 9/23/03	Rates as of 10/25/04	Rates as of 11/28/06	Rates as of 9/25/07	Rates as of 10/1/09	Effective as of 10/1/10
	FY	FY	FY	FY	FY	FY	FY
WATER RATES:	2002-03	2003-04	2004-05	2006-07	2007-08	2009-10	2010-11
Percentage of increase/decrease in rates		18.9%	-38.4%	10.0%	10.0%	10.0%	10.0%
Meter size 5/8" x 3/4"	\$ 19.50	\$ 23.19	\$ 16.76	\$ 18.44	\$ 20.28	\$ 22.31	\$ 24.54
1"	\$ 32.10	\$ 33.56	\$ 23.08	\$ 25.39	\$ 27.93	\$ 30.72	\$ 33.79
1 1/2"	\$ 68.10	\$ 59.26	\$ 38.73	\$ 42.60	\$ 46.86	\$ 51.55	\$ 56.71
2"	\$ 118.50	\$ 90.22	\$ 57.59	\$ 63.35	\$ 69.69	\$ 76.66	\$ 84.33
3"	\$ 262.50	\$ 162.51	\$ 101.63	\$ 111.79	\$ 122.97	\$ 135.27	\$ 148.80
4"	\$ 464.10	\$ 265.76	\$ 164.53	\$ 180.98	\$ 199.08	\$ 218.99	\$ 240.89
6"	\$ 649.94	\$ 523.66	\$ 321.63	\$ 353.79	\$ 389.17	\$ 428.09	\$ 470.90
Base Rate - inc. 2,000 gal							
Volume Charge per 1,000 gal	\$2.25	\$ 3.61	\$ 3.42	\$ 3.76	\$ 4.14	\$ 4.55	\$ 5.01
LUE Surcharge(Multi Family Dwellings only)	\$ 5.00	\$ 10.84	\$ 6.60	\$ 7.26	\$ 7.99	\$ 8.79	\$ 9.67
SEWER RATES:*							
Percentage of increase/decrease in rates		2.9%	-5.4%	15.0%	10.0%	0.0%	10.0%
Base Rate - inc. 2,000 gal.	\$12.07	\$ 12.42	\$ 11.78	\$ 13.55	\$ 14.91	\$ 14.91	\$ 16.40
Volume Charge per 1,000 gal.	\$3.69	\$ 4.14	\$ 3.82	\$ 4.39	\$ 4.83	\$ 4.83	\$ 5.31
* Residential charge is based on winter month's average water usage (Dec-Feb)							

READING AND UNDERSTANDING
YOUR CITY OF TAYLOR
UTILITY BILL



Taylor is broken up into 4 billing cycles/zones.

****USING A ZONE 1 BILL FOR EXAMPLE****

Utility Bill Date – 5th

Due by the 20th – (15 days later)

Late fee Assessed on 21st

Due by the 30th – (10 days later)

Admin Fee Posted on 1st – By this time account is 25 days past due and new bill is getting ready to process.

Accounts # begins with	New Billing Zone	Billed & Due Dates	Late Notice Mailed & Due <u>BY</u> Dates	If paid after dates below, a \$25 Admin. Fee will be Applied <u>ON</u> the
14, 15, 16, 17, 18, 23, 27, 29, 31	1	5th / 20th	21st / 30th	1st
06, 07, 12, 13, 24, 25, 30	2	12th / 27th	28th / 7th	8th
01, 02, 03, 04, 05, 09, 28, 32	3	19th / 3rd	4th / 14th	15th
08, 10, 11, 19, 20, 21, 22, 26	4	26th / 10th	11th / 21st	22nd

This is what a City of Taylor Utility Bill looks like. Over the next few slides I will show you how to read your bill, as well as how to calculate your bill. Please remember, this is a bill for a standard, residential account. Rates for homes with larger meters and commercial accounts are different. This bill is used solely for example purposes.

Utility bills are mailed to residents. We are now able to email the bills to customers who prefer this method.



City of Taylor
Utility Billing
400 Porter St
Taylor, TX 76574

Page 1 of 1

AUTOSCH 5-DIGIT 76513 5 PS5 66597AA17-A-1
764 3 AV 0.383




TAYLOR TX 76574-5336

ACCOUNT INFORMATION

ACCOUNT: _____
 ZONE: _____ 03
 SERVICE ADDRESS: _____
 LAST PAYMENT: 04/04/14 -17.00
 BASE SERVICE PERIOD: 02/10/14 TO 03/12/14
 BILLING DATE: 04/19/14
DUE DATE: May 3, 2014

CURRENT WATER CHARGES

Meter	Previous Reading	Previous Read Date	Current Reading	Current Read Date	Usage	Amount
78274670	4078	02/17/14	4089	03/21/14	11	24.54

OTHER CHARGES

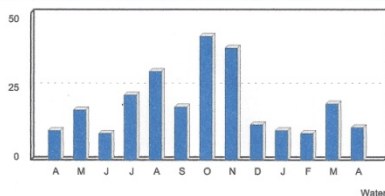
Description	Amount
SEWER	16.40
GARBAGE	11.92
DRAINAGE FEE	2.00
FRANCHISE FEE	1.19
SALES TAX	0.98

AMOUNT DUE

TOTAL CURRENT CHARGES 57.03
TOTAL AMOUNT DUE BY 05/03/14 57.03

For inquiries, please call: Office Hours: Mon-Fri 8:00 am - 5:00 pm
 Phone (512) 352-2066 Visa and Mastercard Accepted
 Fax (512) 352-6002 To report water emergencies call (512) 352-3251
www.taylor.tx.gov Garbage, IESI 1-866-262-3508

YOUR MONTHLY USAGE



Water

SPECIAL MESSAGE

Any previous balance shown is past due and the account is subject to disconnection without further notice, unless payment arrangements have been made. Remit payment for any past due balance immediately. Please verify your bill each month.

Payment Coupon

ACCOUNT INFORMATION

ACCOUNT: _____
 ZONE: _____ 03
 SERVICE ADDRESS: _____
 SERVICE PERIOD: 02/10/14 TO 03/12/14
DUE DATE: May 3, 2014

TAYLOR TX 76574-5336

AMOUNT DUE

TOTAL AMOUNT DUE BY 05/03/14 57.03
 TOTAL AMOUNT DUE IF PAID AFTER 05/03/14 62.63

AMOUNT ENCLOSED

REMIT PAYMENT TO:

COMPLETE THE FOLLOWING ONLY IF PAYING BY CREDIT CARD, \$3 PROCESSING FEE WILL APPLY

(Check One) ☐ MasterCard ☒ Visa

ACCOUNT NUMBER _____ EXP DATE _____

NAME ON CARD _____ ZIP CODE _____

SIGNATURE _____



CITY OF TAYLOR
400 PORTER ST
TAYLOR TX 76574

03

021759020000057030000062630

The ACCOUNT INFORMATION box shows the:

- .Account Number**
- .Zone**
- .Service Address**
- .Last Payment Date**
- .Last Payment Amount**
- .Base Service Period**
- .Billing Date**
- .Due Date**

Page 1 of 1

ACCOUNT INFORMATION

ACCOUNT:

ZONE:

03

SERVICE ADDRESS:

LAST PAYMENT: 04/04/14

-17.00

BASE SERVICE PERIOD:

02/10/14 TO 03/12/14

BILLING DATE:

04/19/14

DUE DATE:

May 3, 2014

The CURRENT WATER CHARGES box shows the:

- .Meter Number**
- .Previous Read**
- .Previous Read Date**
- .Current Reading**
- .Current Read Date**
- .Usage (Current Read less Previous Read gives you the usage for the billing cycle)**
- .Amount (charge for water during the bill cycle)**



CURRENT WATER CHARGES

<u>Meter</u>	<u>Previous Reading</u>	<u>Previous Read Date</u>	<u>Current Reading</u>	<u>Current Read Date</u>	<u>Usage</u>	<u>Amount</u>
78274670	4078	02/17/14	4089	03/21/14	11	24.54

**The OTHER CHARGES box shows other charges included in your bill,
such as:**

- .Sewer**
- .Garbage**
- .Drainage Fee**
- .Franchise Fee**
- .Sales Tax**



OTHER CHARGES	
<u>Description</u>	<u>Amount</u>
SEWER	16.40
GARBAGE	11.92
DRAINAGE FEE	2.00
FRANCHISE FEE	1.19
SALES TAX	0.98

•Sewer Rate

•Garbage—Depends on the number of carts a resident has. City Ordinance requires all residential properties to have at least ONE trash cart.

•Drainage Fee—All Residential customers pay a drainage fee of \$2.00 per month (based on average residence being 2,500 sq. ft.). Commercial customers pay fee of \$2 per 2,500 sq. ft. of impervious cover.

•Franchise Fee—10% of the garbage rate.

•Sales Tax—8.25% tax on Garbage only.

The AMOUNT DUE box shows the:

- Total Current Charges
- Any Previous Balance
- TOTAL Amount Due
- Due Date

Payments are due by 5:00 p.m. **ON** the DUE DATE. If the due date falls on a weekend or holiday, residents have until 5:00 the first business day following the due date to make payment with no additional penalties.

Please also note that if the bill shows a previous balance and the resident has made a recent payment, the payment was probably made **AFTER** we processed the bills. Residents can contact us if they feel they received this notice in error.



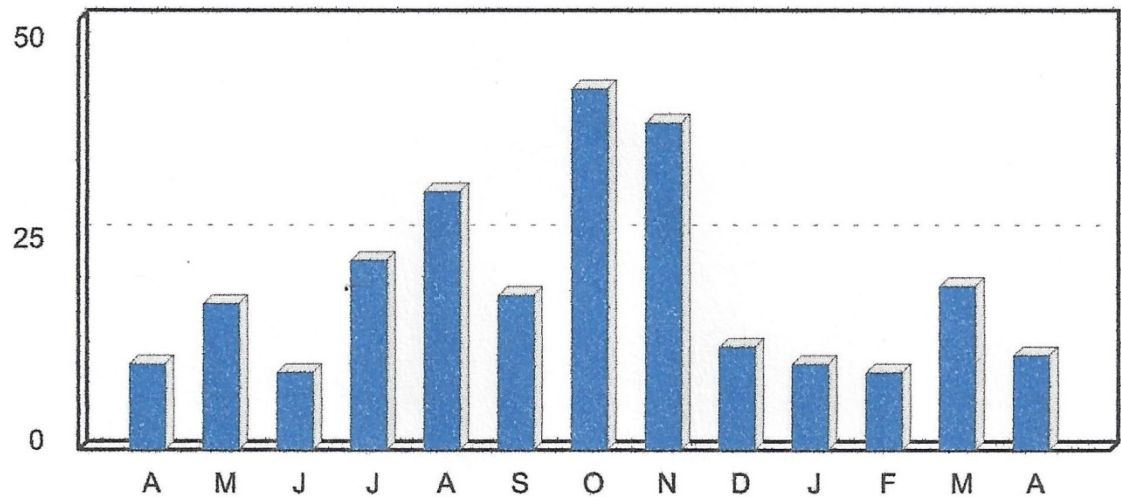
AMOUNT DUE

TOTAL CURRENT CHARGES	57.03
TOTAL AMOUNT DUE BY 05/03/14	57.03

The YOUR MONTHLY USAGE shows the monthly usage for the past 12 months in graph form so that residents can visually see increases/decreases in usage.



YOUR MONTHLY USAGE



Water

The PAYMENT COUPON

This is the portion of the bill remitted with payment. Residents can mail their payment, pay online, pay by phone, auto-bank draft, come through our drive-thru or put payment in our after hours drop box located on the right side of the north sliding doors at City Hall, 400 Porter.

****Please note that credit card payments are charged a \$3.00 convenience fee****

Payment

Coupon

PLEASE RETURN THIS PORTION ALONG WITH YOUR PAYMENT AND MAKE YOUR CHECK PAYABLE TO THE CITY OF TAYLOR

ACCOUNT INFORMATION

ACCOUNT: _____
ZONE: _____ 03
SERVICE ADDRESS: _____
SERVICE PERIOD: 02/10/14 TO 03/12/14
DUE DATE: May 3, 2014

TAYLOR TX 76574-5336

AMOUNT DUE

TOTAL AMOUNT DUE BY 05/03/14 57.03

TOTAL AMOUNT DUE IF PAID AFTER 05/03/14 62.63

AMOUNT ENCLOSED

REMIT PAYMENT TO:

COMPLETE THE FOLLOWING ONLY IF PAYING BY CREDIT CARD, \$3 PROCESSING FEE WILL APPLY

(Check One) ☒ MasterCard ☐ Visa

ACCOUNT NUMBER _____ EXP DATE _____

NAME ON CARD _____ ZIP CODE _____

SIGNATURE _____



CITY OF TAYLOR
400 PORTER ST
TAYLOR TX 76574

03

021759020000057030000062630

HOW TO CALCULATE YOUR RESIDENTIAL WATER CHARGE

The minimum charge for residential 5/8" x 3/4" water is \$24.54, which includes the first 2,000 gallons of usage. Residents are billed for ACTUAL usage each month. We DO NOT ESTIMATE USAGE.

Example— (Using the example bill shown previously).

The usage on this account was 11, or 1,100 gallons.

Usage in gallons	1,100
Less 2,000 Included in base rate	<u>-2,000</u>
Total	Less than 2,000 = Customer pays for no additional usage
Calculate 0 x 5.01 =	0.00
+ Minimum Base Rate	<u>24.54</u>
	=\$24.54 water charged for month

This account would only be charged the minimum of \$24.54 for water.

Say that the usage showed 53 (5,300 gallons). You would calculate as follows:

Usage in gallons	5,300
Less 2,000 Included in base rate	<u>-2,000</u>
Total	3,300 Usage (or 3.3)

Calculate 3.3 x 5.01 =	16.53
+ Minimum Base Rate	<u>24.54</u>

\$41.07 is the water charge this month.

HOW TO CALCULATE YOUR RESIDENTIAL SEWER CHARGE

The Sewer Rate for **new Residential** customers is \$32.33 (Base Rate plus an average of 5,000 gallons usage). This rate will be the same, every month, until the account goes through the annual sewer averaging process.

Example—New Customer

Estimated Usage	5,000
Less 2,000 Included in base rate	<u>-2,000</u>
Total	3,000 Usage (or 3.0)

Calculate 3.0 x 5.31 =	15.93
+ Minimum Base Rate	<u>16.40</u>

= \$32.33 Monthly Sewer Rate

The Sewer Rate for **existing Residential** customers, **that have had service during the three consecutive months of December, January and February**, will be averaged based upon the usage of those months. This rate will remain in effect until the next annual sewer averaging period.

Example -

December Usage—	42
January Usage—	55
February Usage—	32

The average of the 3 months is **43**.

Usage	4,300
Less 2,000 Included in base rate	<u>-2,000</u>
Total	2,300 Usage (or 2.3)

Calculate 2.3 x 5.31 =	12.21
+ Minimum Base Rate	<u>16.40</u>
= \$28.61 Monthly Sewer Rate for next 12 months	

***** Customers that average 2,000 or less will be billed the minimum base rate for the next 12 months - \$16.40*****

This is what the LATE NOTICE looks like. If payment is not received by 5:00 p.m. ON the due date shown on the bill, the account will be charged a 10% late fee and the notice below will be automatically generated and mailed to the customer.



City of Taylor
Utility Billing
400 Porter St
Taylor, TX 76574

**SINGLE-PIECE 1 SGL 85921BA22-A-1
206 1 SP 0.460



TAYLOR TX 76574-3052

For inquiries, please call
Phone (512) 352-2006
Fax (512) 352-6002
www.taylor.tx.gov
Office Hours: Mon-Fri 8:00 am - 5:00 pm
Visa and Mastercard Accepted
To report water emergencies call (512) 352-3251
Garbage, IESI 1-866-282-3508

Your bill is past due. It is possible this is an oversight. If your utility bill has been paid, please contact us to insure proper credit has been applied to your account.

**This notice does not extend the due date
of an existing payment arrangement.**

**If your service is disconnected for nonpayment, you may be required to pay the entire
balance on your account, a reconnection fee, and a new deposit before service can be
restored.**

In order to avoid a \$25 Administrative Fee and interruption of your water service, please pay the amount due **BEFORE** the disconnect date indicated. If our office is closed on your due date, utilize the drop box located to the right of our main entrance or make your payment online at www.taylor.tx.gov.

Late Notice

ACCOUNT INFORMATION

ACCOUNT:
SERVICE ADDRESS:
BILLING DATE: 01/22/2014
DISCONNECTION DATE: 02/01/2014

AMOUNT DUE

DUE DATE: 01/31/2014
TOTAL AMOUNT DUE: 80.22

Payment

Coupon

Please return this portion along with your payment. Make your check payable to City of Taylor.

ACCOUNT INFORMATION

ACCOUNT:
SERVICE ADDRESS:
BILLING DATE: 01/22/2014
DISCONNECTION DATE: 02/01/2014
BILLED TO:

TAYLOR TX 76574-3052

AMOUNT DUE

TOTAL AMOUNT DUE: 80.22

AMOUNT ENCLOSED

REMIT PAYMENT TO:



COMPLETE THE FOLLOWING ONLY IF PAYING BY CREDIT CARD. \$3 PROCESSING FEE WILL APPLY

(Check One) ☒ Discover ☐ MasterCard ☐ Visa

ACCOUNT NUMBER: _____ EXP DATE: _____

NAME ON CARD: _____ ZIP CODE: _____

SIGNATURE: _____

CITY OF TAYLOR
400 PORTER ST
TAYLOR TX 76574

01

180060060000080220000080224

The LATE NOTICE shows the DUE DATE IS 01-31-2014, THE DISCONNECT DATE IS 2/1/2014. That means payment must be received BEFORE CLOSE OF BUSINESS ON 01-31-2014 to avoid the \$25 Administrative Fee and Disconnection.

Late Notice

ACCOUNT INFORMATION

ACCOUNT:

SERVICE ADDRESS:

BILLING DATE:

01/22/2014

DISCONNECTION DATE:

02/01/2014

AMOUNT DUE

DUE DATE:

01/31/2014

TOTAL AMOUNT DUE:

80.22

**THE \$25.00 ADMINISTRATIVE FEE IS CHARGED
AUTOMATICALLY IF PAYMENT IS NOT RECEIVED BY CLOSE OF
BUSINESS ON THE DUE DATE. THIS IS NOT A DISCONNECT FEE, IT IS
AN ADMINISTRATIVE FEE AND WILL BE CHARGED WHETHER THE
SERVICE IS DISCONNECTED OR NOT. THE CUSTOMER ACCOUNT IS
NOW SUBJECT TO DISCONNECTION.**

Your bill is past due. It is possible this is an oversight. If your utility bill has been paid, please contact us to insure proper credit has been applied to your account.

**This notice does not extend the due date
of an existing payment arrangement.**

**If your service is disconnected for nonpayment, you may be required to pay the entire
balance on your account, a reconnection fee, and a new deposit before service can be
restored.**

In order to avoid a \$25 Administrative Fee and interruption of your water service, please pay the amount due BEFORE the disconnect date indicated. If our office is closed on your due date, utilize the drop box located to the right of our main entrance or make your payment online at www.taylortx.gov.



CITY OF TAYLOR MONTHLY BILL EXAMPLES

	RESIDENTIAL NEW CUSTOMER MINIMUM USAGE 2,000 OR LESS	RESIDENTIAL AFTER SEWER AVG MINIMUM USAGE 2,000 OR LESS	RESIDENTIAL AFTER SEWER AVG MODERATE USAGE 6,200 GALLONS	RESIDENTIAL AFTER SEWER AVG HIGH USAGE 21,000 GALLONS
WATER	\$24.54	\$24.54	\$45.58	\$119.73
SEWER	\$32.33	\$16.40	\$34.63	\$48.97
GARBAGE	\$11.92	\$11.92	\$11.92	\$11.92
DRAINAGE FEE	\$2.00	\$2.00	\$2.00	\$2.00
FRANCHISE FEE	\$1.19	\$1.19	\$1.19	\$1.19
SALES TAX	\$0.98	\$0.98	\$0.98	\$0.98
<i>BILL TOTAL</i>	<i>\$72.96</i>	<i>\$57.03</i>	<i>\$96.30</i>	<i>\$184.79</i>

*ALL NEW CUSTOMERS
PAY SEWER RATE OF
\$32.33 UNTIL THEIR
ACCOUNT GOES
THROUGH SEWER
AVERAGING

READING AND UNDERSTANDING
YOUR CITY OF TAYLOR
WATER METER



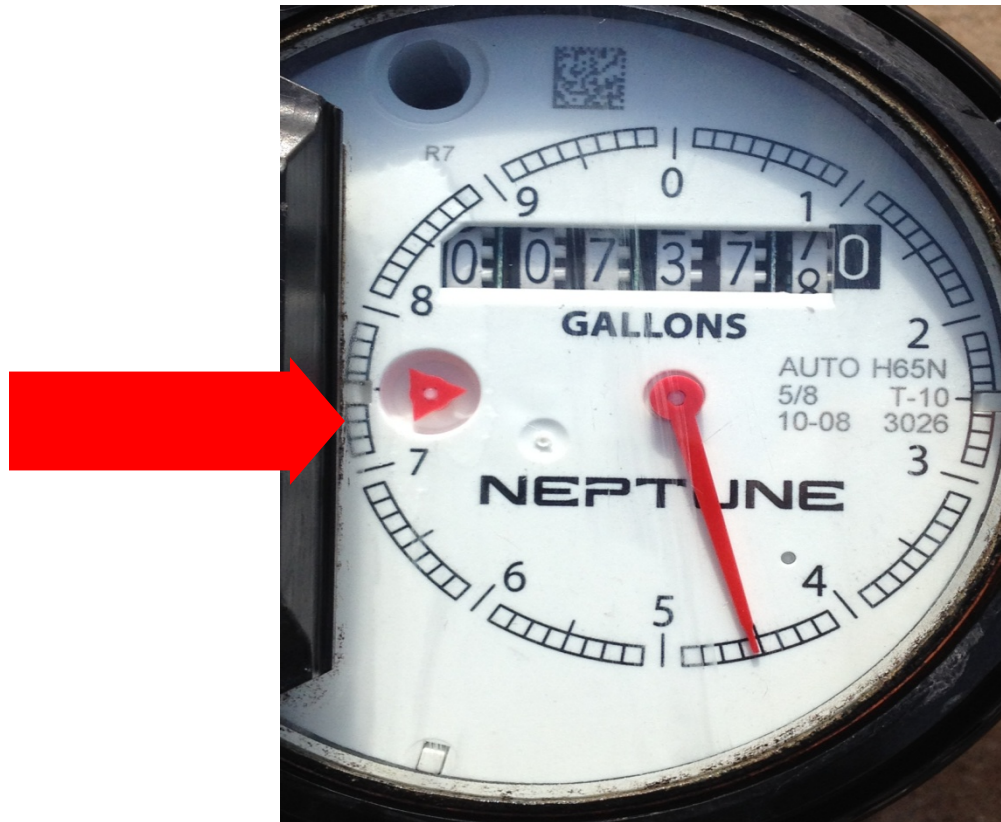
The City of Taylor currently has 2 types of meters—the Neptune R900 and the Neptune E-Coder R900. The meter below is a Neptune R900 meter, which has actual dials.



The dials below tell you what the read is. The current read for this customer would be 737. As water goes through the meter the dials will roll accordingly.

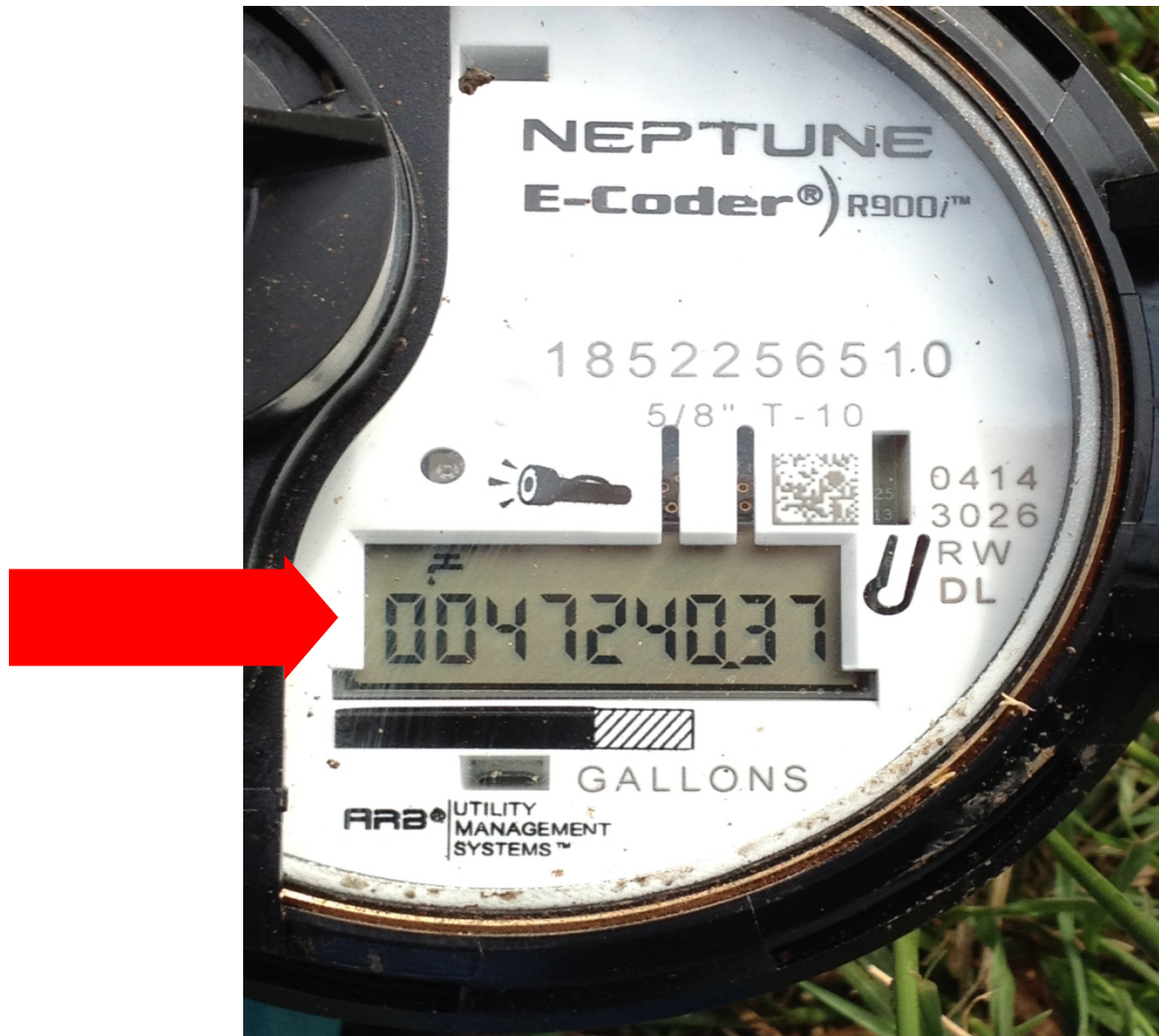


The little red triangle is a leak/flow indicator. If this is spinning—the meter is telling you there is constant usage, and possibly a leak.

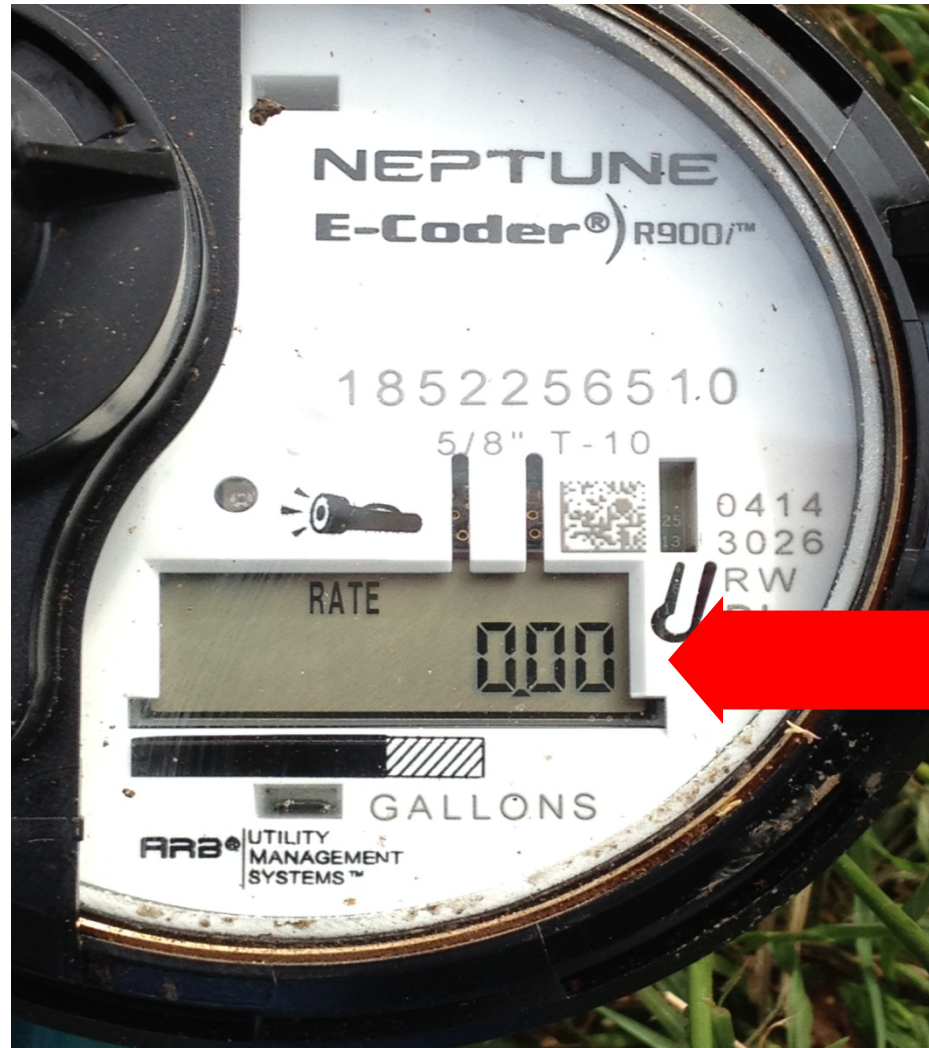


To see if you have a leak, turn off EVERYTHING in your home and then look at the meter. If the red triangle is rolling, there is still water going through the meter and it is leaking/flowing somewhere. This triangle will show even the slightest flow.

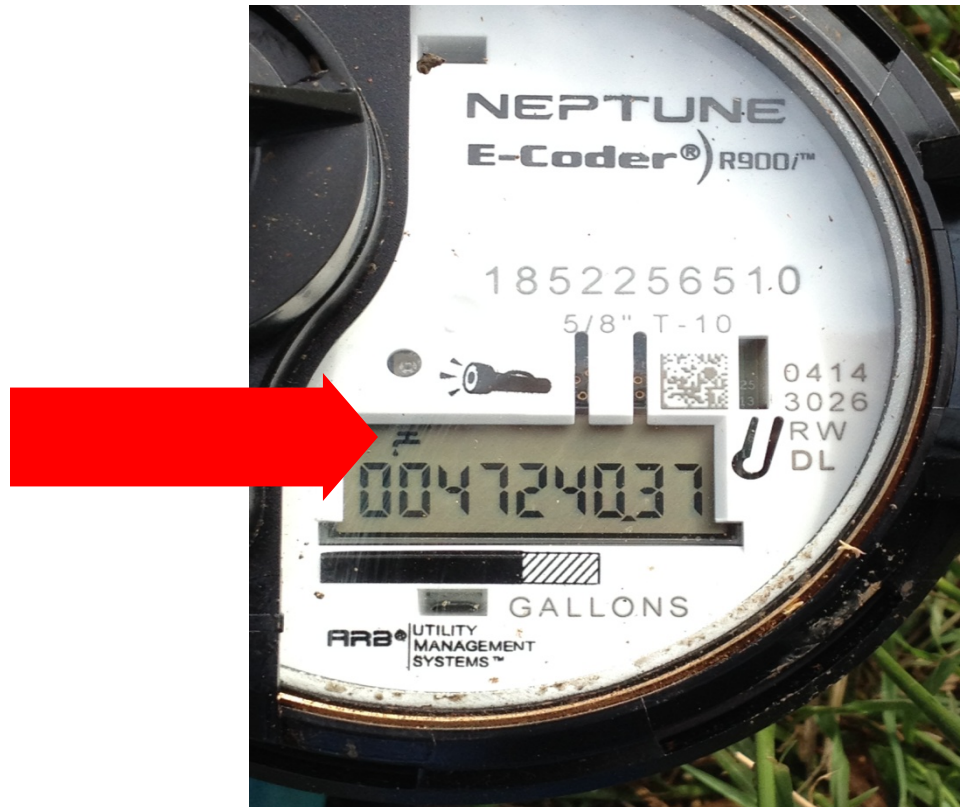
This is a Neptune E-Coder R900 meter, which is completely digital. This meter flashes between 2 screens; the one shown below and the one on the next page. This screen shows the read. The read from this meter would be 4724.



This screen shows the flow rate. The flow rate is how much flow is actually going through the meter at any given time.



The little faucet that is dripping is the leak/flow indicator. If this is showing above the digital read, the meter is telling you there is or has been constant usage, and the customer possibly has a leak.



To see if there is a leak, turn off EVERYTHING in the home and then look at the meter. If the flow rate screen is still showing usage, there is still water going through the meter and it is leaking/flowing somewhere.

THINGS TO REMEMBER:

- Both types of meters are read electronically. The only time a meter is read manually is if the responder is not sending a signal to our system, or if the consumption is higher than average.**
- If the meter is showing usage and you believe you have a leak we cannot find it for you. You will have to contact a plumber to locate the leak.**
- We do not guess what your read is each month. It is either digitally read or manually read, but never estimated.**
- Just because you have a leak indicator on your meter, it does not necessarily mean there is a leak. It could be that someone is using water inside. If nothing is turned on, and you continue to get usage showing on the meter, chances are good that there is a leak somewhere.**
- Check your toilets. A running toilet can add up quickly.**
- Check your outside faucets.**
- What can you do if you have a leak? Contact a plumber as soon as possible . While we cannot discount your bill for water lost during a leak, we can work with you by giving you an extended time to pay the bill.**
- What can you do if you have a water leak during the sewer averaging months? Submit copies of repair bills along with a written request to adjust your sewer average for the next cycle due to the leak.**

QUESTIONS?

**All of this information can be found on
our website – www.taylortx.gov**

**BETH WILKES, UTILITY BILLING MANAGER
512-352-2066
BETH.WILKES@TAYLORTX.GOV**



READING AND UNDERSTANDING
YOUR CITY OF TAYLOR
UTILITY BILL & WATER METER



City of Taylor—Utility Billing
Beth Wilkes, Utility Billing Manager
Bradley Hines, Senior Service Technician
400 Porter Street
Taylor, Texas 76574

Phone—512-352-2066
Fax—512-352-6002

Email—Billing@taylortx.gov

HISTORICAL UTILITY RATES

	THEN						NOW
Comparative Retail Rates City of Taylor	Rates as of 10-10-02	Rates as of 9/23/03	Rates as of 10/25/04	Rates as of 11/28/06	Rates as of 9/25/07	Rates as of 10/1/09	Effective as of 10/1/10
	FY	FY	FY	FY	FY	FY	FY
WATER RATES:	2002-03	2003-04	2004-05	2006-07	2007-08	2009-10	2010-11
Percentage of increase/decrease in rates		18.9%	-38.4%	10.0%	10.0%	10.0%	10.0%
Meter size 5/8" x 3/4"	\$ 19.50	\$ 23.19	\$ 16.76	\$ 18.44	\$ 20.28	\$ 22.31	\$ 24.54
1"	\$ 32.10	\$ 33.56	\$ 23.08	\$ 25.39	\$ 27.93	\$ 30.72	\$ 33.79
1 1/2"	\$ 68.10	\$ 59.26	\$ 38.73	\$ 42.60	\$ 46.86	\$ 51.55	\$ 56.71
2"	\$ 118.50	\$ 90.22	\$ 57.59	\$ 63.35	\$ 69.69	\$ 76.66	\$ 84.33
3"	\$ 262.50	\$ 162.51	\$ 101.63	\$ 111.79	\$ 122.97	\$ 135.27	\$ 148.80
4"	\$ 464.10	\$ 265.76	\$ 164.53	\$ 180.98	\$ 199.08	\$ 218.99	\$ 240.89
6"	\$ 649.94	\$ 523.66	\$ 321.63	\$ 353.79	\$ 389.17	\$ 428.09	\$ 470.90
Base Rate - inc. 2,000 gal							
Volume Charge per 1,000 gal	\$2.25	\$ 3.61	\$ 3.42	\$ 3.76	\$ 4.14	\$ 4.55	\$ 5.01
LUE Surcharge(Multi Family Dwellings only)	\$ 5.00	\$ 10.84	\$ 6.60	\$ 7.26	\$ 7.99	\$ 8.79	\$ 9.67
SEWER RATES:*							
Percentage of increase/decrease in rates		2.9%	-5.4%	15.0%	10.0%	0.0%	10.0%
Base Rate - inc. 2,000 gal.	\$12.07	\$ 12.42	\$ 11.78	\$ 13.55	\$ 14.91	\$ 14.91	\$ 16.40
Volume Charge per 1,000 gal.	\$3.69	\$ 4.14	\$ 3.82	\$ 4.39	\$ 4.83	\$ 4.83	\$ 5.31
* Residential charge is based on winter month's average water usage (Dec-Feb)							



City Council Meeting May 8, 2014 Agenda Item Transmittal

Agenda Item #: 13

Agenda Title: Consider approving a Memorandum of Understanding to submit to the Taylor Independent School District regarding the 7th Street Campus

Council Action to be taken: Approve, Deny or Table

Initiating Department: City Administration

Staff Contact: Jeff Straub, Interim City Manager

1. INTRODUCTION/PURPOSE

At the April 24th Council Meeting, I requested and received instruction from the Council to craft a Memorandum of Understanding (MOU) to be submitted to the Taylor Independent School District regarding the 7th Street Campus. The intent of this MOU is to seek additional time before TISD would liquidate the building, allowing the 7th Street Task Force to receive RFQs for potential redevelopment of the campus. In fairness, the City of Taylor is proposed to cover all utility and basic maintenance costs while TISD will continue to collect rent during this period.

2. DESCRIPTION/ JUSTIFICATION

The 7th Street Task Force has recommended that RFQs be sought from qualified developers for the campus. TISD's administration has made it clear that the District's philosophy is to expend funds only on buildings and projects directly related to the education of their students. The 7th Street Campus will have no TISD educational components housed there after the end of May. TISD's desire is to divest itself of the financial responsibility for the campus as soon as possible.

Because the RFQ will take time to publish and for responses to be evaluated, staff requested Council consider an MOU that would allow for the City of Taylor to assume basic maintenance and costs for the campus. Council approved this concept and directed that the MOU should expire August 31, 2014.

The proposed MOU is attached as exhibit a. below.

3. FINANCIAL/BUDGET

Maximum \$20,000 in actual costs, employee time and unrealized revenues.

4. TIMELINE CONSIDERATIONS

ASAP

5. RECOMMENDATION

Staff recommends approval.

6. REFERENCE FILES

13a. [Memorandum of Understanding \(MOU\) with TISD regarding 7th Street Campus](#)

May 1, 2014

Mr. Jerry Vaught
Superintendent Taylor Independent School District
Address

RE: Memorandum of Understanding
Seventh Street Old High School Campus

Dear Mr. Vaughn:

This memorandum of understanding (MOU) between the City of Taylor, Texas, a home rule city ("City") and the Taylor Independent School District, a Texas political subdivision ("TISD") sets forth conditions under which the City may occupy and use the Seventh Street Old High School Campus having a street address of 0000 Seventh Street, Taylor, Texas, ("Facility") for a term beginning on the date of this MOU and ending midnight August 31, 2014.

1. The TISD will:

- a) Allow the City to occupy and use the Facility.
- b) Allow the City to transfer water, wastewater, garbage and MDUS utility service accounts into the name of the City.
- c) Bill the City for electricity used in the Facility and provide the City a copy of the electricity bill showing use in the Facility for the amount billed.
- d) Allow the City to lease the Facility with prior written consent from the TISD.
- e) Not sell, market for sale, lease, and market for lease or transfer the Facility.
- f) Allow total access and key control of the Facility to the City.
- g) Remain liable for air conditioning, heating, roof, foundation and major Facility repairs.
- h) Maintain causality and aggregate general liability insurance on the Facility.

2. The City agrees to:

- a) Pay for water, wastewater, garbage and MDUS utility service.
- b) Reimburse the TISD for electricity use.
- c) Transfer water, wastewater garbage and MDUS utility accounts to TISD after termination of this MOU and waive

- all transfer fees charged for transfers to the City and for reinstatement in the TISD.
- d) Provide routine Facility and Facility lawn maintenance.
 - e) Make no modifications to the Facility without prior written consent from the TISD.

If this reflects your understanding please sign below.

Sincerely,

Jeff Straub
Interim City Manager

Agreed and Accepted:

Jerry Vaughn
Superintendent



***City Council Meeting
May 8, 2014
Agenda Item Transmittal***

Agenda Item #: 14
Agenda Title: Consider future agenda items.
Council Action to be taken: No action can be taken on this item
Initiating Department: City Council
Staff Contact: Jesse Ancira, Jr., Mayor

1. INTRODUCTION/PURPOSE

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

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

14a. [Continuous list](#)

Current topics to be addressed:

Gonzales:

- more discussions regarding a strategic plan; 5 year plan.
Options for Strategic Plan facilitation will be presented at an upcoming council meeting.
- a city facilities assessment
- cemetery streets

Hill:

- to continue with work on developing an annual street maintenance plan and funding mechanisms; **Streets Committee appointed.**
- Public explanation of water rates and utility billing
- Streets maintained by TxDot for public information

Ancira:

- requested a joint meeting or workshop with the TEDC Board after the new city manager is in place- **Pending.**
- Discuss CARTS and AMTRAK project update – **Pending – Work in progress.**
Corridor signage – **In committee pending branding efforts.**
- Student recognition

Green:

- Information on a plan to recruit businesses for the rental assistance program & marketing plan for Main Street.
- Consider a “vacant building fee” and guidelines for downtown Main Street properties
Ordinance at city attorney’s office.
- a report on substandard and abandoned buildings
- Planning and Zoning meetings videotaped

Rydell:

- asked for consideration of developing an in house street program to repair, fix and rebuild when possible.
- Developing historic preservation ordinances – **In Progress – Main Street Board Committee; Janetta McCoy**
- 7th street task force workshop
- an update on the Downtown street project
- review results of the TEEX Community Strategic Plan and begin to develop City plan
Options for Strategic Plan facilitation will be presented at an upcoming council meeting.

Other topics of interest included

- CIP Program/Plan with timeline and funding obligations noted for future planning
- Appreciation banquet or event recognizing board volunteers

May 5, 2014



City Council Meeting
May 8, 2014
Agenda Item Transmittal

Agenda Item #: 15
Agenda Title: Executive Session. (Economic Development)
Council Action to be taken: Adjourn into Closed session.
Initiating Department: City Administration
Staff Contact: Jeff Straub, Interim City Manager

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/ JUSTIFICATION

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

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

15 a. [Executive Session form](#)

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

1. OPEN MEETING ANNOUNCEMENT

The City of Taylor City Council convened in Open Session, declared a quorum on May 8, 2014 and has posted an Official Agenda indicating the possible need for an Executive Session. The Council will now adjourn into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section:

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

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

2. BACK TO OPEN SESSION

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

CERTIFICATION

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

WITNESS my hand this the _____ day of _____, 2014.

Jesse Ancira, Jr., Mayor