

AGENDA

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

APRIL 14, 2016, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATION

1. Proclamation: April is National Autism Awareness month. (Mayor Pro Tem Gonzales)

CITIZENS COMMUNICATION

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

CONSENT AGENDA

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

2. Approve minutes for March 24, 2016. (Susan Brock)

ORDINANCES/RESOLUTIONS

3. Discuss and consider Resolution R16-14 regarding land acquisition for the purpose of constructing a public road and take appropriate action including consideration of the use of eminent domain to condemn approximately 2.225 acres of property located in the W. J. Baker Survey, Abstract No. 65, in Williamson County, Texas. (Ted Hejl)
4. Discuss and consider Resolution R16-15 regarding land and easement acquisition for the purpose of constructing a public road and take appropriate action including consideration of the use of eminent domain to condemn approximately 1.956 acres of property located in the W. J. Baker Survey, Abstract No. 65 in Williamson County, Texas. (Ted Hejl)
5. Consider introducing Ordinance 2016-07 amending Fee Ordinance regarding fees for city services. (Rosemarie Dennis; Ashley Lumpkin)

PUBLIC HEARING

6. Conduct Public Hearing, discuss and consider a request to rezone property located at 2750 Davis from MF-2 (Multi-family-high density) to B-1 (Local Business). (Ashley Lumpkin)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

7. Consider approving professional services agreement to develop a plan for Heritage Square Park. (Ashley Lumpkin)
8. Consider awarding bid for HOME Program managements services. (Ashley Lumpkin)
9. Consider approving a request for proposal for financing of various vehicles, truck and equipment. (Rosemarie Dennis)

10. Discuss and consider a request from the Parks and Recreation Advisory Board to support their efforts to build a disc golf course. (Mike DeVito)
11. Receive report from Development Services Department. (Ashley Lumpkin)
12. Consider approving a revised Library Code of Conduct. (Karen Ellis)
13. Consider proposed future agenda topics and items for discussion. (Mayor)

EXECUTIVE SESSION

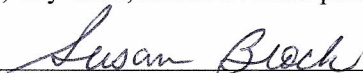
14. Executive Session I. The Taylor City Council will conduct a closed executive meeting under Section 551.071 of the Texas Government Code in order to meet with its City Attorney on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas authorize and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act.
 - Municipal court services
15. Executive Session II. 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 551.072 to discuss or deliberate regarding the purchase, exchange, lease, or value of real property.
 - TISD
16. Consider action from either Executive Session.

ADJOURN

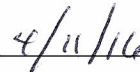
The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any items listed on this Agenda whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult 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 April 11, 2016 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

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

Posted By: _____


Susan Brock, City Clerk

Date _____





City Council Meeting
April 14, 2016
Agenda Item Transmittal

Agenda Item #: 1

Agenda Title: Proclamation: April is National Autism Awareness Month.

Council Action to be taken: Mayor Pro Tem Gonzales will present Proclamation.

Initiating Department: City Administration

Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

Since 2007, April 2nd has been designated as Autism Awareness Day and the month of April as National Autism Awareness Month to bring attention to this devastating disease.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

1a. [Proclamation.](#)

City of Taylor, Texas

Proclamation

NATIONAL AUTISM AWARENESS MONTH

WHEREAS, Autism is a devastating disease with no known cause or cure; and

WHEREAS, if individuals with autism receive early and intensive treatment they can lead significantly improved lives; and

WHEREAS, community support services can provide health and safety resources to support families as they manage the challenge of raising an autistic child;

WHEREAS, in 2007 the United Nations adopted a resolution naming April 2nd as World Autism Awareness Day in an effort to bring this disease to the attention of the general public.

NOW, THEREFORE, on this 14th day of April, 2016 as Mayor of the City of Taylor I do hereby proclaim April as NATIONAL AUTISM AWARENESS MONTH in the City of Taylor and urge our citizens to become better educated about autism.

Jesse Ancira, Jr., Mayor



***City Council Meeting
April 14, 2016
Agenda Item Transmittal***

Agenda Item #: 2
Agenda Title: Approve minutes for March 24, 2016.
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

2a. [Minutes March 24, 2016](#)

The City Council of the City of Taylor met on March 24, 2016, at City Hall, 400 Porter St., Taylor, Texas. Mayor Jesse Ancira declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

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

Isaac Turner, City Manager
Ted Hejl, City Attorney
Susan Brock, City Clerk

INVOCATION

Chief Pat Ekiss led the group in prayer.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITION

1. PROCLAMATION: APRIL IS FAIR HOUSING MONTH.
Mayor Pro Tem Gonzales presented the proclamation and it was accepted by Ms. Ashley Lumpkin, Director of Planning and Development Services.
2. PROCLAMATION: NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK IS APRIL 10-16, 2016.
Council Member Hill presented this proclamation in honor of all police dispatch workers. Chief Fluck and his officers were on hand to honor the workers accepting the proclamation.
3. RECOGNITION: KEEP TAYLOR BEAUTIFUL PRESIDENT'S AWARD.
Council Member Rydell introduced Ms. Amy Landis with Keep Taylor Beautiful who presented this award to Mr. Mike DeVito, Recreation Superintendent for the city.
4. RECOGNITION: TREE CITY U.S.A.
Council Member Green presented this award to Mr. DeVito and noted this is the fourth consecutive year the city has received this recognition.

CITIZENS COMMUNICATION

Ms. Barbara Aviles Torsberg, 1700 Mallard Lane, a member of the Taylor Blackland Quilt Guild, came forward to remind council members to keep the non-profits in mind as the future of the old 7th Street facility is being determined.

CONSENT AGENDA

5. RECEIVE ANNUAL TIF REPORT FOR 2015.
6. CONCUR WITH PRELIMINARY FINANCIALS FOR FEBRUARY 2016.
7. APPROVE MINUTES FOR MARCH 10, 2016.
8. RECEIVE INFORMATION REGARDING A BOARD ORIENTATION ON MARCH 30, 2016.

Council Member Hill moved to approve items 5, 6, and 7 as presented and asked to review item 8 on its own. Council Member Green seconded the motion. VOTE: Five voted AYE. Motion passed.

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

8. RECEIVE INFORMATION REGARDING A BOARD ORIENTATION ON MARCH 30, 2016.

Ms. Brock gave a brief overview of the planned orientation for all board members. The presenter will be Mr. Alan Bojorquez, an Austin municipal law attorney, who will discuss how to conduct a productive board meeting, how to interact with other board members and the public, and how to assist the council in meeting their goals as outlined in the strategic planning process. The session is scheduled for Wednesday, March 30th and begins at 6 pm.

9. CONSIDER AND TAKE ACTION WITH RESPECT TO ORDINANCE 2016-05 AUTHORIZING THE ISSUANCE OF THE CITY OF TAYLOR, TEXAS GENERAL OBLIGATION REFUNDING BONDS; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; ESTABLISHING PROCEDURES FOR SELLING AND DELIVERY OF ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS.

Ms. Rosemarie Dennis, Finance Director, introduced Ms. Jennifer Douglas, Specialized Public Finance, Inc., who provided details on the refunding process. The refunding could provide up to \$1,011,618 in savings: \$203,999 from the General Fund portion and \$807,619 for the Utility Fund over the life of the issuance.

Council Member Green moved to approve Ordinance 2016-05 and all other actions as presented (directing the City Manager and/or the Mayor to act as pricing agent) and Council Member Hill seconded the motion. VOTE: Five voted AYE. Motion passed.

10. DISCUSS AND CONSIDER TAKING ACTION REGARDING EMERGENCY WASTEWATER IMPROVEMENTS ON 12TH STREET.

Mr. Bernal provided information on the wastewater line break and the actions taken by city staff to restore the line back to service while maintaining a safe work environment for staff and citizens. The City Engineer has provided a long-term solution that involves the permanent replacement of the wastewater mains along 12th Street from the east side of Main St to Talbot St. which is approximately 500 feet of new wastewater main. The estimated budget for the total project is approximately \$390,000. City staff has determined that the project qualifies for emergency bidding regulations.

Council Member Hill moved to authorize staff to move forward and take emergency action to resolve the situation with the wastewater lines discussed. Council Member Green seconded the motion. VOTE: Five voted AYE. Motion passed.

11. CONSIDER AWARDING BID FOR POOL MANAGEMENT SERVICES.

Mr. Mike DeVito, Recreation Superintendent, presented a request to award the bid for management services for both city pools. Only two bids were received and staff recommended a contract with the Greater Williamson County YMCA with a base bid of \$90,113.59 for 5 years.

Council Member Rydell moved to award the bid for pool management services to the YMCA as presented for \$90,113.59 per year for a five-year period. Council Member Green seconded the motion. VOTE: Five voted AYE. Motion passed.

12. CONSIDER APPROVING RESOLUTION R16-13 REGARDING CAPCOG CLEAN AIR COALITION.

Ms. Ashley Lumpkin, Director of Planning and Development Services, presented a request to join the Central Texas Clean Air Coalition as a supporting member. Ms. Lumpkin stated that membership provides additional access to grant funding opportunities from both the CAC and state and federal grants as well.

Council Member Rydell moved to approve Resolution R16-13 as presented and Council Member Green seconded the motion. VOTE: Five voted AYE. Motion passed.

13. RECEIVE UPDATE ON CODE ENFORCEMENT INITIATIVE.

Ms. Lumpkin provided an update on activities taken to educate citizens and encourage community involvement to achieve compliance.

Council Member Green moved to accept the report as presented and Council Member Hill seconded the motion. VOTE: Five voted AYE. Motion passed.

14. RECEIVE UPDATE ON 7TH STREET CAMPUS.

Mr. Turner presented an update on recent actions between the TISD and Mr. Roy Alston of SDP. He said the TISD is expecting a contract to be submitted in the next week and that the city continues to stress the importance of retaining all non-profits in the facility and provide them a place to function.

Council Member Green moved to accept the report as presented and Council Member Rydell seconded the motion. VOTE: Five voted AYE. Motion passed.

15. CONSIDER PROPOSED FUTURE AGENDA TOPICS AND ITEMS FOR DISCUSSION.

Mayor Ancira asked council members for any items in need of further discussion. He requested an update on the animal shelter donations; Council Member Green asked for an update on any progress on historical preservation ordinances.

(Mayor Ancira and council members retired to closed session at 7:05 pm.)

16. 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 551.072 to discuss or deliberate regarding the purchase, exchange, lease, or value of real property.

- Project Access

17. CONSIDER ACTION FROM EXECUTIVE SESSION.

Mayor Ancira resumed the open meeting at 7:16 p.m. and stated that there was no action taken during any Executive Session.

ADJOURN

With no further action Mayor Ancira declared the meeting adjourned at 7:16 p.m.

Jesse Ancira, Jr. Mayor

ATTEST:

Susan Brock, City Clerk



City Council Meeting
April 14, 2016
Agenda Item Transmittal

Agenda Item #: 3

Agenda Title: Discuss and consider Resolution R16-14 regarding land acquisition for the purpose of constructing a public road and take appropriate action including consideration of the use of eminent domain to condemn approximately 2.225 acres of property located in the W. J. Baker Survey, Abstract No. 65, in Williamson County, Texas.

Council Action to be taken: Approve Resolution R16-14 as presented

Initiating Department: City Administration

Staff Contact: Isaac Turner, City Manager
Ted Hejl, City Attorney

1. INTRODUCTION/PURPOSE

This resolution is related to the acquisition of right of way for road construction of the Bill Pickett Trail Road.

2. DESCRIPTION/ JUSTIFICATION

A third party appraiser was hired to perform an appraisal of the property at issue. An offer in the amount of the appraised value has been made to the property owners. If the city is unable to negotiate an agreed price for the land, then it will be necessary for the city to commence condemnation proceeds. This resolution authorizes the city to take all steps necessary to acquire the right of way and authorizes the city attorney to institute condemnation proceedings if negotiations are unsuccessful.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Approve Resolution R16-14 as presented.

6. REFERENCE FILES

3a. [Resolution R16-14](#)

RESOLUTION R16-14

A RESOLUTION OF THE CITY COUNCIL OF TAYLOR, TEXAS, DECLARING THE NECESSITY TO ACQUIRE FEE SIMPLE TITLE TO 2.225 ACRES OF LAND SITUATED IN THE W.J. BAKER SURVEY, ABSTRACT NO. 65, IN WILLIAMSON COUNTY, TEXAS, FOR USE AS RIGHT-OF-WAY FOR THE BILL PICKETT TRAIL ROAD CONSTRUCTION PROJECT (“ROADWAY PROJECT”); DETERMINING THE PUBLIC NECESSITY FOR SUCH ACQUISITION; AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS NECESSARY FOR THE PROJECT; AUTHORIZING THE CITY ATTORNEY, OR HIS DESIGNATED AGENT, TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AND AUTHORIZING THE CITY ATTORNEY, OR HIS DESIGNATED AGENT, TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL.

WHEREAS, the City Council of Taylor, Texas (“City Council”) has determined that 2.225 acres of land situated in the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, (“Property”) a legal description of which is attached as Exhibit “A” hereto and incorporated by reference herein, is appropriate for use by the City of Taylor for the Roadway Project and that there exists a public necessity to acquire the Property, in fee simple title, for the Roadway Project; and

WHEREAS, the City Council desires that the City Attorney, or his designated agent, take all necessary steps to acquire the needed property interests, including but not limited to the retention of appraisers, engineers and other consultants and experts, and that the City Attorney, or his designated agent, negotiate the purchase of the property interests and, if unsuccessful in purchasing the needed property interests, to institute condemnation proceedings to acquire the Property.

NOW THEREFORE BE IT RESOLVED BY THE TAYLOR CITY COUNCIL:

1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of Taylor, Texas, and they are hereby approved and incorporated into the body of this resolution as if copied in their entirety.
2. The City Council hereby finds and determines that a public use and necessity exists for the City of Taylor to construct the Roadway Project and to acquire the necessary property rights in the Property deemed necessary for the construction of the Roadway Project, as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through that certain lot, tract or parcel of land.
3. The City Attorney, or his designated agent, is authorized and directed to negotiate for and to acquire the required property rights for the City of Taylor, and to acquire said rights in compliance with State and Federal law. Moreover, the City Attorney, or his designated agent, is specifically authorized and directed to do each and every act necessary to acquire the needed property rights including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts or consultants deemed necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

ADOPTED this ____ day of April, 2016.

CITY OF TAYLOR, TEXAS
a home rule CITY

By: _____
Jesse Ancira Jr., Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

EXHIBIT A

County: Williamson
Parcel No.: 7
Highway: Williamson County Events Center Access Road
Limits: From: F. M. 397 (Carlos G. Parker Blvd.)
To: F. M. 1431 (Chandler Road)

DESCRIPTION FOR PARCEL 7

DESCRIPTION OF A 2.225 ACRE (96,915 SQ. FT.) PARCEL OF LAND, LOCATED IN THE W. J. BAKER SURVEY, ABSTRACT 65, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 157.70 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO JAMES E. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST), DAVID J. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST) AND SUSAN J. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST), RECORDED IN DOCUMENT NUMBER 2007041942 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 2.225 ACRE (96,915 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC, FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 286.37 feet right of Bill Pickett Trail engineer's centerline station (E.C.S.) 59+19.74, on the south line of said remainder of 157.70 acre tract, said point being the northwest corner of a called 89.79 acre tract of land, as described in a deed to Marjean Stabeno, recorded in Document No. 2002076425 O.P.R.W.C.TX., said point also being the northeast corner of a called 39.863 acre tract of land, as described in a deed to Williamson County, Texas, recorded in Document No. 2014081582, O.P.R.W.C.TX.;

THENCE S 68°18'37" W, with the common line of said remainder of 157.70 acre tract, and said 39.863 acre tract, a distance of 226.72 feet to a 1/2-inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY ROW" set, 60.00 feet right of E.C.S. 59+30.32, same point being on the proposed east right-of-way line of Bill Pickett Trail, for the POINT OF BEGINNING (Grid = N:10198691.68, E:3209641.80), and the southeast corner of the parcel described herein;

1) THENCE S 68°18'37" W, departing the proposed east right-of-way line of said Bill Pickett Trail, and continuing with the common line of said remainder of 157.70 acre tract, and said 39.863 acre tract, a distance of 56.11 feet to a 3/8-inch iron rod found 4.00 feet right of E.C.S. 59+33.76 at the southwest corner of said remainder of 157.70 acre tract, said point being the northwest corner of said 39.863 acre tract, said point being the northeast corner of a called 137.565 acre tract of land, Tract Two, as described in a deed to William B. Bohls and Stephen F. Bohls, recorded in Document No. 1999080705, O.P.R.W.C.TX., said point also being the southeast corner of the remainder of a called 102.193 acre tract of land, as described to Gregory R. Brinkmeyer and Vicki Lynn Brinkmeyer, husband and wife, recorded in Document No. 2002044031, O.P.R.W.C.TX., for the southwest corner of the parcel described herein;

2) THENCE N 30°49'48" W, with the west line of said remainder of 157.70 acre tract, and the east line of said remainder of 102.193 acre tract, passing at a distance of 1104.37 feet, a 1/2-inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY ROW" set, 60.00 feet left of E.C.S. 70+23.89, on the proposed west right-of-way line of said Bill Pickett Trail, and continuing with the proposed west right-of-way line of said Bill Pickett Trail for a total distance of 1290.84 feet to a 5/8-inch iron rod with aluminum cap stamped "SAM" found 138.23 feet left of E.C.S. 71+83.11, on the common line of said remainder of 157.70 acre tract, and said remainder of 102.193 acre tract, said point also being on the existing south right-of-way line of Chandler Road (variable width right-of-way) and conveyed to Williamson County, Texas, recorded in Document No. 2009053659, O.P.R.W.C.TX., for the northwest corner of the parcel described herein;

3) THENCE N 86°15'59" E, departing the proposed west right-of-way line of said Bill Pickett Trail, with the existing south right-of-way line of said Chandler Road, a distance of 223.20 feet to a 1/2-inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY ROW" set 84.86 feet right of E.C.S. 71+82.78 for the northeast corner of the parcel described herein, from which a 5/8-inch iron rod with aluminum cap stamped "SAM" found on the existing south right-of-way line of said Chandler Road bears N 86°15'59" E, a distance of 535.28 feet;

THENCE, departing the existing south right-of-way line of said Chandler Road, with the proposed east right-of-way line of said Bill Pickett Trail, over and across said remainder of 157.70 acre tract, the following five (5) courses and distances numbered 4-8:

- 4) S 41°10'52" W, a distance of 35.30 feet to a 1/2-inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY ROW" set, 60.00 feet right of E.C.S. 71+57.82,
- 5) S 03°49'08" E, a distance of 28.73 feet to a 1/2-inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY ROW" set, 60.00 feet right of E.C.S. 71+28.09, for the beginning of a curve to the left,
- 6) with said curve to the left, an arc distance of 395.99 feet, through a central angle of 27°00'37", having a radius of 840.00 feet, and a chord that bears S 17°19'27" E, a distance of 392.34 feet to a 1/2-inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY ROW" set 60.00 feet right of E.C.S. 67+03.81,
- 7) S 30°49'46" E, a distance 685.33 feet to a 1/2-inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY ROW" set, 60.00 feet right of E.C.S. 60+18.48, for the beginning of a curve to the right, and
- 8) with said curve to the right, an arc distance of 94.03 feet, through a central angle of 05°36'44", having a radius of 960.00 feet, and a chord that bears S 28°01'24" E, a distance of 94.00 feet to the POINT OF BEGINNING, and containing 2.225 acres (96,915 sq. ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120

THE STATE OF TEXAS
COUNTY OF TRAVIS

§
§
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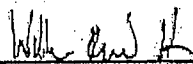
KNOW ALL MEN BY THESE PRESENTS:

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 2nd day of November, 2015.

SURVEYING AND MAPPING, LLC.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300




William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas

FN-21878(JAO)
Texas Firm Registration No. 10064300

35272

MATCH LINE PAGE 4

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

W.J. BAKER SURVEY,
ABSTRACT 65.

MARJEAN STABENO,
CALLED 89.79 ACRES,
DOC. NO. 2002076425
O.P.R.W.C. TX.

BILL PICKETT TRAIL
ENGINEERS CENTERLINE CURVE DATA
STATION 5464.25
DELTA 48°08'08" (171)
DEGREE OF CURVE 48.13°
TANGENT 156.35'
CHORD 156.35'
PC STATION 5262.42
PT STATION 5626.48

JAMES E. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST)
DAVID J. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST)
SUSAN J. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST)
THE REMAINDER OF A
CALLED 157.79 ACRES
DOC. NO. 2007041942
O.P.R.W.C. TX.

WILLIAMSON COUNTY, TEXAS
CALLED 39.863 ACRES
DOC. NO. 2014081582
O.P.R.W.C. TX.

PROPOSED ROW LINE

530°49'46"E 685.33'

N30°49'46"W 1290.84'

1104.37'

BILL PICKETT TRAIL
ENGINEERS CENTERLINE

BILL PICKETT TRAIL
120' R.O.W.

PROPOSED ROW LINE

GREGORY R. BRINKMEYER AND
VICKI LYNN BRINKMEYER, HUSBAND AND WIFE
THE REMAINDER OF A
CALLED 102.193 ACRES
DOC. NO. 2002044031
O.P.R.W.C. TX.

WILLIAM B. BOHLS AND
STEPHEN F. BOHLS
TRACT TWO
CALLED 137.565 ACRES
DOC. NO. 1999080705
O.P.R.W.C. TX.

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	27°00'37"	840.00'	395.99'	392.34'	S17°19'27"E
C2	105°36'44"	960.00'	94.03'	94.00'	S28°01'24"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
1	S68°18'37"W	56.11'
2	N86°15'59"E	535.28'
3	S41°10'52"W	35.30'
4	S03°49'08"E	29.73'
5	S30°49'46"E	685.33'

TIME: 11:05:04 AM
DATE: 11/22/2015
FILE: J:\015035272\1001\Survey\028088\Parcel\BYPARCEL 7-1.dwg
EXISTING 157.700 AC. ACQUIRE 2.225 AC. REMAINING 155.475 AC. RIGHT

REF. FIELD NOTE NO. 21878
PAGE 3 OF 4



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
www.sawimapping.com

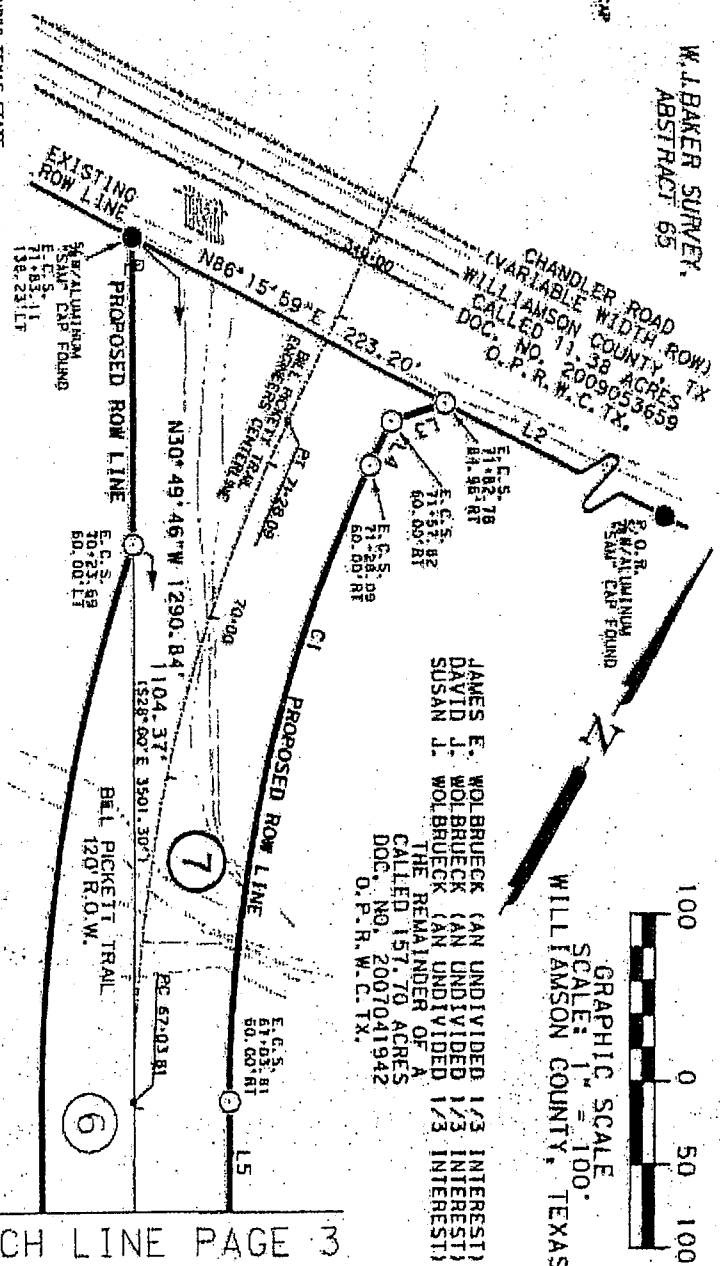
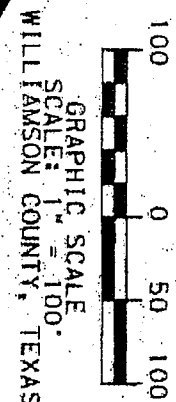
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JAMES E. WOLBRUECK
DAVID J. WOLBRUECK
SUSAN J. WOLBRUECK
PARCEL 7
2.225 AC. (96.915 SQ. FT.)

LEGEND

- CONCRETE MONUMENT FOUND
- TYPE 11 CONCRETE MONUMENT FOUND
- 1/2" PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET WITH ALUMINUM CAP
- △ STAMPED WILLAMSON COUNTY ROW
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ FENCE POST FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- 1 RECORD INFORMATION:
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF CORRECTION
- P.O.R. POINT OF REFERENCE
- P.L. POINT OF LAYOUT
- P.T. POINT OF TANGENCY
- P.I. POINT OF INTERSECTION
- N.T.S. NOT TO SCALE
- D.R.C.T. DEED RECORD COUNTY, TEXAS
- O.R.C.T. OFFICIAL RECORDS OF TEXAS
- O.P.R.C.T. OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- FEED LINE (COMMON DIMENSION)

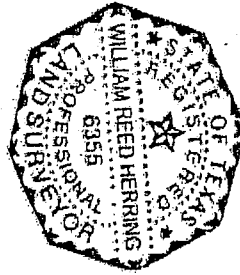
W.L. BAKER SURVEY,
ABSTRACT 65

CHANDLER ROAD
(VARIABLE WIDTH ROW)
WILLAMSON COUNTY, TX
CALLED 11.38 ACRES
D.C. NO. 2009053659
O.P.R. W.C. TX.



JAMES E. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST)
DAVID J. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST)
SUSAN J. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST)
THE REMAINDER OF A
CALLED 157.70 ACRES
D.C. NO. 2007041942
O.P.R. W.C. TX.

GREGORY R. BRINKMEYER AND
VICKI LYNN BRINKMEYER, HUSBAND AND WIFE
THE REMAINDER OF A
CALLED 102.153 ACRES
D.C. NO. 2002044031
O.P.R. W.C. TX.



BELL PICKETT TRAIL
ENGINEER'S CENTERLINE CURVE DATA

STATION	DELTA	DEGREE OF CURVE	TANGENT	LENGTH	CHORD	CHORD BEARING	PT. STATION
1	59.85	27.00	37.00	37.00	50.00	17.00	1
2	59.85	27.00	37.00	37.00	50.00	17.00	2
3	59.85	27.00	37.00	37.00	50.00	17.00	3
4	59.85	27.00	37.00	37.00	50.00	17.00	4
5	59.85	27.00	37.00	37.00	50.00	17.00	5
6	59.85	27.00	37.00	37.00	50.00	17.00	6
7	59.85	27.00	37.00	37.00	50.00	17.00	7
8	59.85	27.00	37.00	37.00	50.00	17.00	8
9	59.85	27.00	37.00	37.00	50.00	17.00	9
10	59.85	27.00	37.00	37.00	50.00	17.00	10
11	59.85	27.00	37.00	37.00	50.00	17.00	11
12	59.85	27.00	37.00	37.00	50.00	17.00	12
13	59.85	27.00	37.00	37.00	50.00	17.00	13
14	59.85	27.00	37.00	37.00	50.00	17.00	14
15	59.85	27.00	37.00	37.00	50.00	17.00	15
16	59.85	27.00	37.00	37.00	50.00	17.00	16
17	59.85	27.00	37.00	37.00	50.00	17.00	17
18	59.85	27.00	37.00	37.00	50.00	17.00	18
19	59.85	27.00	37.00	37.00	50.00	17.00	19
20	59.85	27.00	37.00	37.00	50.00	17.00	20
21	59.85	27.00	37.00	37.00	50.00	17.00	21
22	59.85	27.00	37.00	37.00	50.00	17.00	22
23	59.85	27.00	37.00	37.00	50.00	17.00	23
24	59.85	27.00	37.00	37.00	50.00	17.00	24
25	59.85	27.00	37.00	37.00	50.00	17.00	25
26	59.85	27.00	37.00	37.00	50.00	17.00	26
27	59.85	27.00	37.00	37.00	50.00	17.00	27
28	59.85	27.00	37.00	37.00	50.00	17.00	28
29	59.85	27.00	37.00	37.00	50.00	17.00	29
30	59.85	27.00	37.00	37.00	50.00	17.00	30
31	59.85	27.00	37.00	37.00	50.00	17.00	31
32	59.85	27.00	37.00	37.00	50.00	17.00	32
33	59.85	27.00	37.00	37.00	50.00	17.00	33
34	59.85	27.00	37.00	37.00	50.00	17.00	34
35	59.85	27.00	37.00	37.00	50.00	17.00	35
36	59.85	27.00	37.00	37.00	50.00	17.00	36
37	59.85	27.00	37.00	37.00	50.00	17.00	37
38	59.85	27.00	37.00	37.00	50.00	17.00	38
39	59.85	27.00	37.00	37.00	50.00	17.00	39
40	59.85	27.00	37.00	37.00	50.00	17.00	40
41	59.85	27.00	37.00	37.00	50.00	17.00	41
42	59.85	27.00	37.00	37.00	50.00	17.00	42
43	59.85	27.00	37.00	37.00	50.00	17.00	43
44	59.85	27.00	37.00	37.00	50.00	17.00	44
45	59.85	27.00	37.00	37.00	50.00	17.00	45
46	59.85	27.00	37.00	37.00	50.00	17.00	46
47	59.85	27.00	37.00	37.00	50.00	17.00	47
48	59.85	27.00	37.00	37.00	50.00	17.00	48
49	59.85	27.00	37.00	37.00	50.00	17.00	49
50	59.85	27.00	37.00	37.00	50.00	17.00	50
51	59.85	27.00	37.00	37.00	50.00	17.00	51
52	59.85	27.00	37.00	37.00	50.00	17.00	52
53	59.85	27.00	37.00	37.00	50.00	17.00	53
54	59.85	27.00	37.00	37.00	50.00	17.00	54
55	59.85	27.00	37.00	37.00	50.00	17.00	55
56	59.85	27.00	37.00	37.00	50.00	17.00	56
57	59.85	27.00	37.00	37.00	50.00	17.00	57
58	59.85	27.00	37.00	37.00	50.00	17.00	58
59	59.85	27.00	37.00	37.00	50.00	17.00	59
60	59.85	27.00	37.00	37.00	50.00	17.00	60
61	59.85	27.00	37.00	37.00	50.00	17.00	61
62	59.85	27.00	37.00	37.00	50.00	17.00	62
63	59.85	27.00	37.00	37.00	50.00	17.00	63
64	59.85	27.00	37.00	37.00	50.00	17.00	64
65	59.85	27.00	37.00	37.00	50.00	17.00	65
66	59.85	27.00	37.00	37.00	50.00	17.00	66
67	59.85	27.00	37.00	37.00	50.00	17.00	67
68	59.85	27.00	37.00	37.00	50.00	17.00	68
69	59.85	27.00	37.00	37.00	50.00	17.00	69
70	59.85	27.00	37.00	37.00	50.00	17.00	70
71	59.85	27.00	37.00	37.00	50.00	17.00	71
72	59.85	27.00	37.00	37.00	50.00	17.00	72
73	59.85	27.00	37.00	37.00	50.00	17.00	73
74	59.85	27.00	37.00	37.00	50.00	17.00	74
75	59.85	27.00	37.00	37.00	50.00	17.00	75
76	59.85	27.00	37.00	37.00	50.00	17.00	76
77	59.85	27.00	37.00	37.00	50.00	17.00	77
78	59.85	27.00	37.00	37.00	50.00	17.00	78
79	59.85	27.00	37.00	37.00	50.00	17.00	79
80	59.85	27.00	37.00	37.00	50.00	17.00	80
81	59.85	27.00	37.00	37.00	50.00	17.00	81
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84	59.85	27.00	37.00	37.00	50.00	17.00	84
85	59.85	27.00	37.00	37.00	50.00	17.00	85
86	59.85	27.00	37.00	37.00	50.00	17.00	86
87	59.85	27.00	37.00	37.00	50.00	17.00	87
88	59.85	27.00	37.00	37.00	50.00	17.00	88
89	59.85	27.00	37.00	37.00	50.00	17.00	89
90	59.85	27.00	37.00	37.00	50.00	17.00	90
91	59.85	27.00	37.00	37.00	50.00	17.00	91
92	59.85	27.00	37.00	37.00	50.00	17.00	92
93	59.85	27.00	37.00	37.00	50.00	17.00	93
94	59.85	27.00	37.00	37.00	50.00	17.00	94
95	59.85	27.00	37.00	37.00	50.00	17.00	95
96	59.85	27.00	37.00	37.00	50.00	17.00	96
97	59.85	27.00	37.00	37.00	50.00	17.00	97
98	59.85	27.00	37.00	37.00	50.00	17.00	98
99	59.85	27.00	37.00	37.00	50.00	17.00	99
100	59.85	27.00	37.00	37.00	50.00	17.00	100

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93 NAD83 TEXAS STATE
PLANE COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE
SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE
ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID
AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR.
PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT.
THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED,
THAT ARE NOT SHOWN.

3. BILL PICKETT TRAIL ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM
A. PARALLEL SCHEMATIC RECEIVED BY SAM, LLC, IN SEPTEMBER, 2015.

4. COMBINED ACRES CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY
DIRECT SUPERVISION AND THAT THIS PLAN IS TRUE AND CORRECT TO
THE BEST OF MY KNOWLEDGE AND BELIEF.

W.L. Baker
11/2/2015
DATE

WILLIAM REED HERRING
PROFESSIONAL LAND SURVEYOR
6355

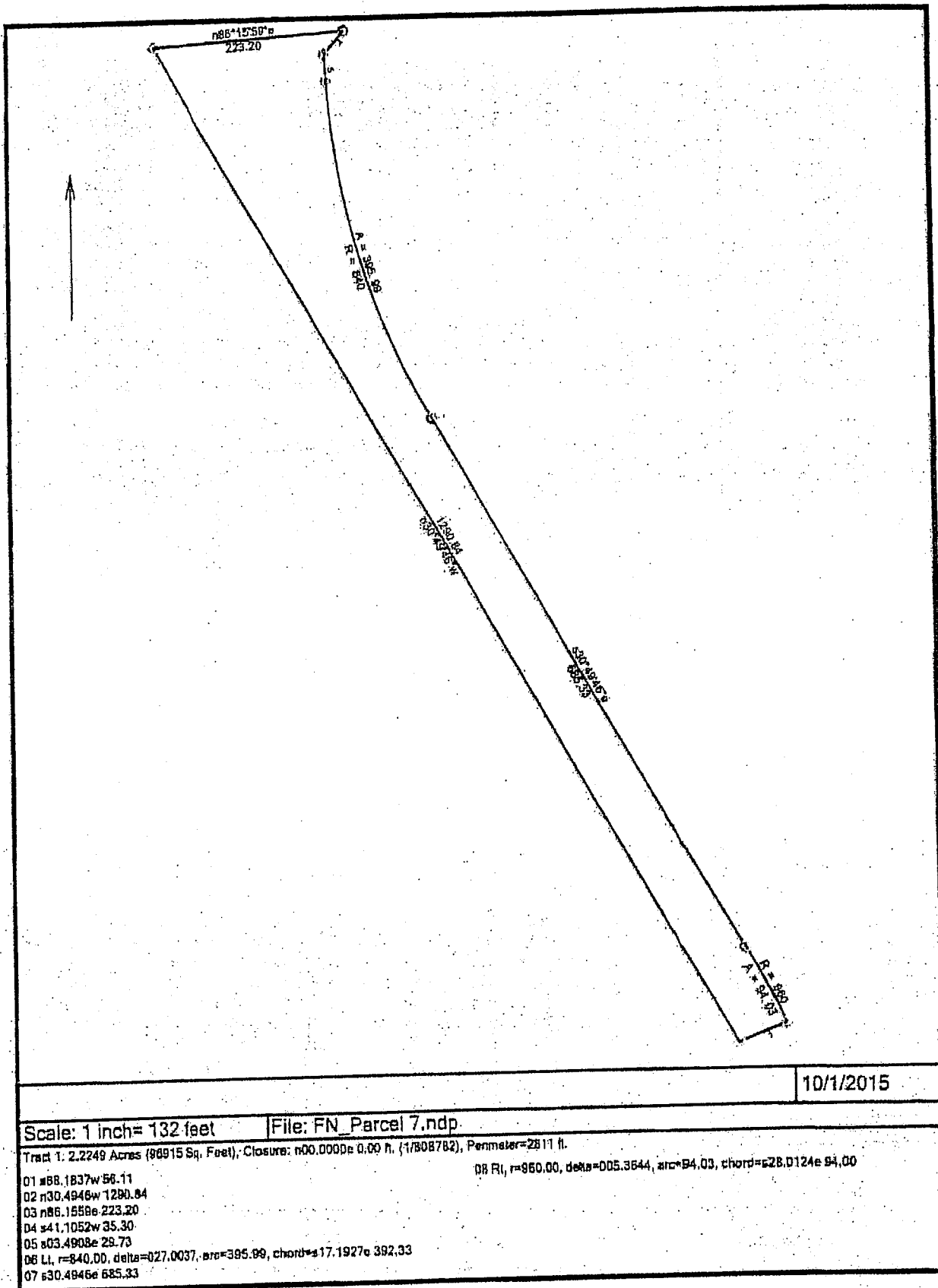
TIME: 11:05:50 AM
DATE: 11/2/2015
FILE: 1015035272\1005\Survey\02B08\Parcel16\PARCEL 7-2.dgn

EXISTING 157.700 AC. ACQUIRE 2.225 AC. REMAINING 155.475 AC. RIGHT

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JAMES E. WOLBRUECK
DAVID J. WOLBRUECK
SUSAN J. WOLBRUECK
PARCEL 7
2.225 AC. (196.915 SQ. FT.)



4801 Southwest Parkway
Austin, Texas 78735
(512) 447-0075
Fax: (512) 326-2029
www.sam-engineering.com





***City Council Meeting
April 14, 2016
Agenda Item Transmittal***

Agenda Item #: 4

Agenda Title: Discuss and consider Resolution R16-15 regarding land acquisition for the purpose of constructing a public road and take appropriate action including consideration of the use of eminent domain to condemn approximately 1.956 acres of property located in the W. J. Baker Survey, Abstract No. 65 in Williamson County, Texas.

Council Action to be taken: Approve Resolution R16-15 as presented

Initiating Department: City Administration

Staff Contact: Isaac Turner, City Manager
Ted Hejl, City Attorney

1. INTRODUCTION/PURPOSE

This resolution is the second one related to the acquisition of right of way for road construction of the Bill Pickett Trail Road.

2. DESCRIPTION/ JUSTIFICATION

A third party appraiser was hired to perform an appraisal of the property at issue. An offer in the amount of the appraised value has been made to the property owners. If the city is unable to negotiate an agreed price for the land, then it will be necessary for the city to commence condemnation proceeds. This resolution authorizes the city to take all steps necessary to acquire the right of way and authorizes the city attorney to institute condemnation proceedings if negotiations are unsuccessful.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

4a [Resolution R16-15.](#)

RESOLUTION R16-15

A RESOLUTION OF THE CITY COUNCIL OF TAYLOR, TEXAS, DECLARING THE NECESSITY TO ACQUIRE FEE SIMPLE TITLE TO 1.365 ACRES OF LAND AND A DRAINAGE EASEMENT FOR 0.591 ACRE OF LAND, BOTH SITUATED IN THE W.J. BAKER SURVEY, ABSTRACT NO. 65, IN WILLIAMSON COUNTY, TEXAS, FOR USE AS RIGHT-OF-WAY AND A GRADING AND DRAINAGE EASEMENT FOR THE BILL PICKETT TRAIL ROAD CONSTRUCTION PROJECT ("ROADWAY PROJECT"); DETERMINING THE PUBLIC NECESSITY FOR SUCH ACQUISITION; AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS NECESSARY FOR THE PROJECT; AUTHORIZING THE CITY ATTORNEY, OR HIS DESIGNATED AGENT, TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AND AUTHORIZING THE CITY ATTORNEY, OR HIS DESIGNATED AGENT, TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL.

WHEREAS, the City Council of Taylor, Texas ("City Council") has determined that 1.365 acres of land situated in the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, ("Property") a legal description of which is attached as Exhibit "A" hereto and incorporated by reference herein, is appropriate for use by the City of Taylor for the Roadway Project and that there exists a public necessity to acquire the Property, in fee simple title, for the Roadway Project; and

WHEREAS, the City Council of Taylor, Texas ("City Council") has determined that 0.591 acre of land situated in the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, ("Property") a legal description of which is attached as Exhibit "B" hereto and incorporated by reference herein, is appropriate for use by the City of Taylor for the Roadway Project and that there exists a public necessity to acquire the Property, in drainage easement, for the Roadway Project; and

WHEREAS, the City Council desires that the City Attorney, or his designated agent, take all necessary steps to acquire the needed property interests, including but not limited to the retention of appraisers, engineers and other consultants and experts, and that the City Attorney, or his designated agent, negotiate the purchase of the property interests and, if unsuccessful in purchasing the needed property interests, to institute condemnation proceedings to acquire the Property.

NOW THEREFORE BE IT RESOLVED BY THE TAYLOR CITY COUNCIL:

1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of Taylor, Texas, and they are hereby approved and incorporated into the body of this resolution as if copied in their entirety.
2. The City Council hereby finds and determines that a public use and necessity exists for the City of Taylor to construct the Roadway Project and to acquire the necessary property rights in the Property deemed necessary for the construction of the Roadway Project, as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through that certain lot, tract or parcel of land.
3. The City Attorney, or his designated agent, is authorized and directed to negotiate for and to acquire the required property rights for the City of Taylor, and to acquire said rights in compliance with State and Federal law. Moreover, the City Attorney, or his designated agent, is specifically authorized and directed to do each and every act necessary to acquire the needed property rights including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts or consultants deemed necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

ADOPTED this ____ day of April, 2016.

CITY OF TAYLOR, TEXAS
a home rule CITY

By: _____
Jesse Ancira Jr., Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

EXHIBIT A

County: Williamson
Parcel No.: 6
Highway: Williamson County Events Center Access Road
Limits: From: F. M. 397 (Carlos G. Parker Blvd.)
To: F. M. 1431 (Chandler Road)

DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 1.365 ACRE (59,461 SQ. FT.) PARCEL OF LAND, LOCATED IN THE W. J. BAKER SURVEY, ABSTRACT 65, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 102.193 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO GREGORY R. BRINKMEYER AND VICKI LYNN BRINKMEYER, HUSBAND AND WIFE, RECORDED IN DOCUMENT NUMBER 2002044031 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 1.365 ACRE (59,461 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 286.37 feet right of Bill Pickett Trail engineer's centerline station (E.C.S.) 59+19.74, on the south line of the remainder of a called 157.70 acre tract of land, as described in a deed to James E. Wolbrueck (an undivided 1/3 interest), David J. Wolbrueck (an undivided 1/3 interest) and Susan J. Wolbrueck (an undivided 1/3 interest), recorded in Document No. 2007041942, O.P.R.W.C.TX., said point being the northwest corner of a called 89.79 acre tract of land as described in a deed to Marjean Stabeno, recorded in Document No. 2002076425, O.P.R.W.C.TX., said point also being the northeast corner of a called 39.863 acre tract of land, as described in a deed to Williamson County, Texas, recorded in Document No. 2014081582, O.P.R.W.C.TX.;

THENCE S 68°18'37" W, with the common line of said remainder of 157.70 acre tract, and said 39.863 acre tract, passing at a distance of 226.72 feet a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" on the proposed north right-of-way line of Bill Pickett Trail, and continuing for a total distance of 282.83 feet to a 3/8-inch iron rod found 4.00 feet right of E.C.S. 59+33.76 for the southeast corner of said remainder of 102.193 acre tract, said point being the southwest corner of said remainder of 157.70 acre tract, said point being the northwest corner of said 39.863 acre tract, said point also being the northeast corner of a called 137.565 acre tract of land, Tract Two, as described to William B. Bohls and Stephen F. Bohls, recorded in Document No. 1999080705, O.P.R.W.C.TX., for the POINT OF BEGINNING (Grid = N:10198670.94, E:3209589.66), and the southeast corner of the parcel described herein;

1) THENCE S 68°18'37" W, continuing with the common line of said remainder of 102.193 acre tract, and said 137.565 acre tract, a distance of 64.15 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 60.00 feet left of E.C.S. 59+38.25, said point being on the proposed west right-of-way line of said Bill Pickett Trail, for the beginning of a curve to the left, and the southwest corner of the parcel described herein;

THENCE with the proposed west right-of-way line of said Bill Pickett Trail, over and across said remainder of 102.193 acre tract, the following three (3) courses and distances numbered 2-4:

- 2) with said curve to the left, an arc distance of 74.88 feet, through a central angle of 05°06'27", having a radius of 840.00 feet, and a chord that bears N 28°16'32" W, a distance of 74.85 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 60.00 feet left of E.C.S. 60+18.48,

- 3) N 30°49'46" W, a distance of 685.33 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 60.00 feet left of E.C.S. 67+03.81, for the beginning of a curve to the right, and
- 4) with said curve to the right, an arc distance of 341.20 feet, through a central angle of 20°21'51", having a radius of 960.00 feet, and a chord that bears N 20°38'50" W, a distance of 339.41 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 60.00 feet left of E.C.S. 70+23.69, on the east line of said remainder of 102.193 acre tract, and the west line of said remainder of 157.70 acre tract, for the north corner of the parcel described herein, from which a 5/8-inch iron rod with an aluminum cap stamped "SAM" found on the existing south right-of-way line of Chandler Road (variable width right-of-way) as conveyed to Williamson County, Texas, recorded in Document No. 2009053659, O.P.R.W.C.TX, bears N 30°49'46" W, a distance of 186.47 feet;
- 5) THENCE S 30°49'46" E, with the common line of said remainder of 102.193 acre tract, and said remainder of 157.70 acre tract, a distance of 1,104.37 feet to the POINT OF BEGINNING, and containing 1.365 acres (59,461 sq. ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120

THE STATE OF TEXAS

COUNTY OF TRAVIS

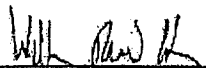
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§
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KNOW ALL MEN BY THESE PRESENTS:

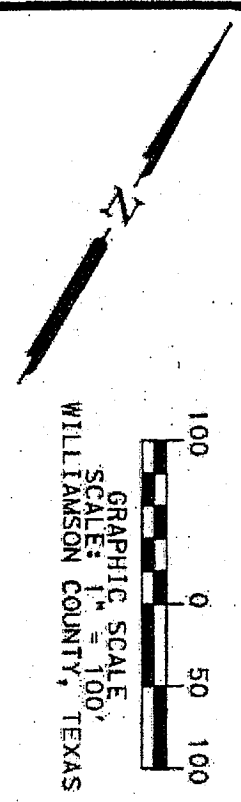
That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 2nd day of November, 2015.

SURVEYING AND MAPPING, LLC.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300


William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas





BILL PICKETT TRAIL
ENGINEERS CENTERLINE CURVE DATA
STATION 56+12.5
DELTA 56°42'30"
DEGREE OF CURVE 56°42'30"
TANGENT 400.00
CHORD 400.00
PC STATION 59+62.92
PT STATION 60+44.48

JAMES E. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST)
DAVID J. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST)
SUSAN J. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST)
THE REMAINDER OF A
CALLED 157.70 ACRES
DOC. NO. 2007041942
O.P.R.W.C.TX.

W.L. BAKER SURVEY,
ABSTRACT 65

MARJEAN STABENO
CALLED 89.79 ACRES
DOC. NO. 2002076425
O.P.R.W.C.TX.

WILLIAMSON COUNTY, TEXAS
CALLED 39.863 ACRES
DOC. NO. 2014081582
O.P.R.W.C.TX.

MATCH LINE PAGE 4

PROPOSED ROW LINE

BILL PICKETT TRAIL
ENGINEERS CENTERLINE

BILL PICKETT TRAIL
120 R.O.W.

PROPOSED ROW LINE

N30°49'46"W 685.33'

GREGORY R. BRINKMEYER AND
VICKI LYNN BRINKMEYER, HUSBAND AND WIFE
THE REMAINDER OF A
CALLED 102.193 ACRES
DOC. NO. 2002044031
O.P.R.W.C.TX.

WILLIAM B. BOHLS AND
STEPHEN F. BOHLS
TRACT TWO
CALLED 137.565 ACRES
DOC. NO. 199080705
O.P.R.W.C.TX.

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05°08'27"	840.00'	74.88'	74.85'	N28°16'32"W
C2	20°21'51"	960.00'	341.20'	339.41'	N20°38'50"W

CURVE TABLE

LINE NO.	BEARING	DISTANCE
L1	S68°18'37"W	56.11'
L2	S68°18'37"W	64.15'
L3	N30°49'46"W	685.33'

LINE TABLE

TIME: 11:02:19 AM
DATE: 1/2/2015
FILE: A:\101503572\100\Survey\02085e\Parcel\B\PARCEL 5-1.dgn
EXISTING 102.193 AC. ACQUIRE 1.365 AC. REMAINING 100.828 AC. LEFT

REF. FIELD NOTE NO. 21877

PAGE 3 OF 4



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0675
Fax: (512) 326-3029
Texas State Registration No. 10064000

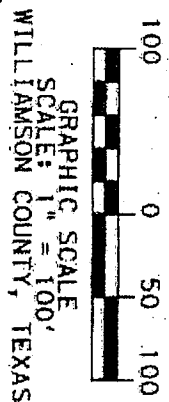
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GREGORY R. BRINKMEYER AND
VICKI LYNN BRINKMEYER
PARCEL 6
1.365 AC. (36,461 SQ. FT.)

LEGEND

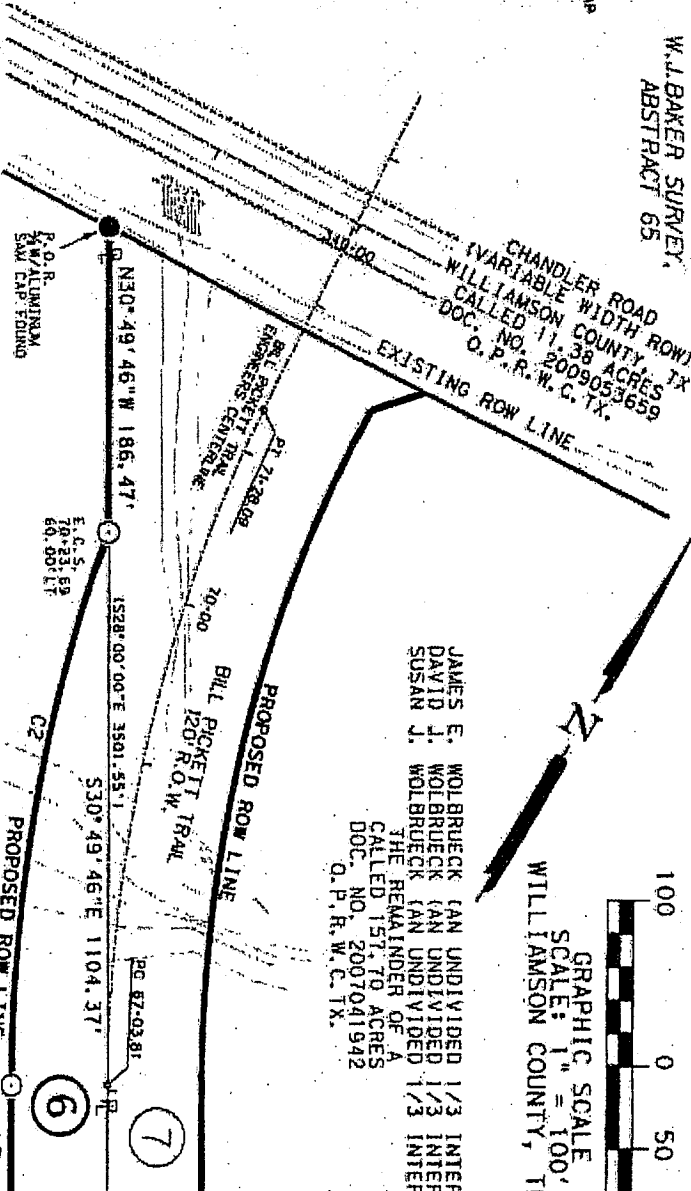
- CONCRETE MONUMENT FOUND
- TYPE 11 CONCRETE MONUMENT FOUND
- 1/2" PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET WITH ALUMINUM CAP
- STAMPED "WILLIAMSON COUNTY ROW"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- CALCULATED POINT
- △ PROPERTY LINE
- 1 RECORD INFORMATION
- 1 P.O.B. POINT OF BEGINNING
- 1 P.O.C. POINT OF COMMENCING
- 1 P.O.R. POINT OF REFERENCE
- 1 P.C. POINT OF CURVATURE
- 1 P.T. POINT OF TANGENCY
- 1 P.I. POINT OF INTERSECTION
- 1 N.T.S. NOT TO SCALE
- 1 DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- 1 OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- 1 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- 1 DISTANCE NOT TO SCALE
- 1 DEAD LINE (COMMON OWNERSHIP)

W.BAKER SURVEY
ABSTRACT 65

CHANDLER ROAD
(VARIABLE WIDTH ROW)
WILLIAMSON COUNTY, TX
CALLED 11.38 ACRES
DOC. NO. 2009053659
O.P.R. W.C. TX.



JAMES E. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST)
DAVID J. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST)
SUSAN J. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST)
THE REMAINDER OF A
CALLED 151.70 ACRES
DOC. NO. 2007041942
O.P.R. W.C. TX.



MATCH LINE PAGE 3

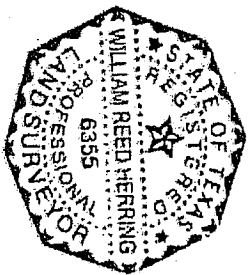
NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD83 TEXAS STATE PLANE COORDINATE SYSTEM. CENTER ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. BILL PICKETT TRAIL ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM K. FRIESE SCHEMATIC RECEIVED BY SAM, LLC, IN SEPTEMBER, 2013.
4. COMBINED ACREAGE CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

11/2/2015
DATE



GREGORY R. BRINKMEYER AND
VICKI LYNN BRINKMEYER, HUSBAND AND WIFE
THE REMAINDER OF A
CALLED 102.193 ACRES
DOC. NO. 2002044031
O.P.R. W.C. TX.

BILL PICKETT TRAIL
ENGINEER'S CENTERLINE CURVE DATA

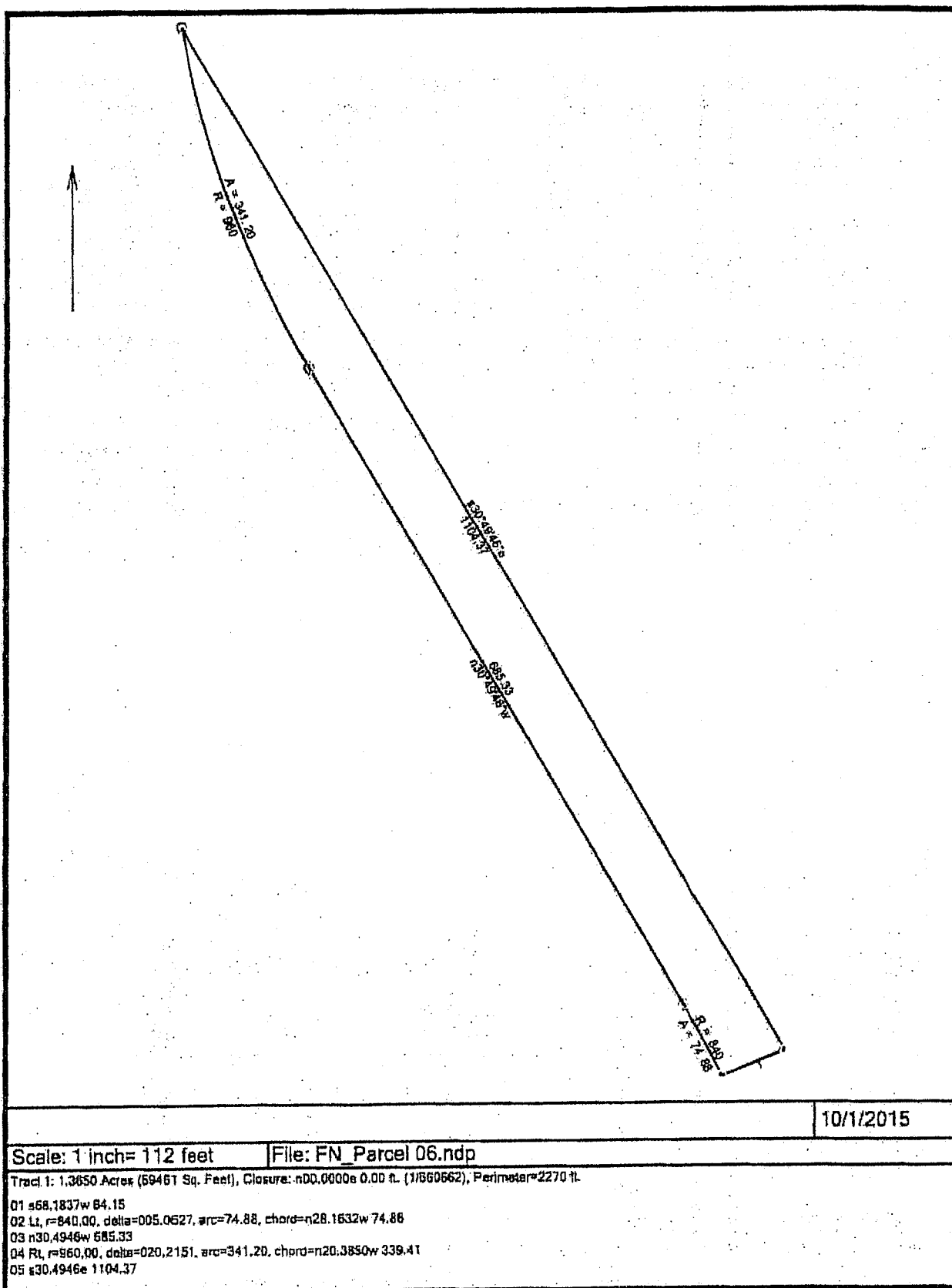
STATION	PC	PVI	PT	DELTA	ANGLE OF CURVE	LENGTH	CHORD	CHORD BEARING	PC STATION	PT STATION
69+00.00	70+00.00	71+00.00	72+00.00	90.00	90.00	100.00	100.00	N 0° 00' 00" E	69+00.00	72+00.00
72+00.00	73+00.00	74+00.00	75+00.00	90.00	90.00	100.00	100.00	S 0° 00' 00" E	72+00.00	75+00.00

TIME: 11:03:09 AM
DATE: 11/2/2015
FILE: 1015055272\1001 Survey\02Bore\Parcel 6-2.dgn
EXISTING 102.193 AC. ACQUIRE 1.365 AC. REMAINING 100.828 AC. LEFT



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Email: info@sam-inc.com

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GREGORY R. BRINKMEYER AND
VICKI LYNN BRINKMEYER
PARCEL 6
1.365 AC. (39,461 SQ. FT.)



10/1/2015

Scale: 1 inch= 112 feet File: FN_Parcel 06.ndp

Tract 1: 1.3650 Acres (59461 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/860662), Perimeter=2270 ft.

01 s68.1837w 64.15
 02 Lt, r=840.00, delta=005.0627, arc=74.88, chord=n28.1632w 74.86
 03 n30.4946w 585.33
 04 Rt, r=960.00, delta=020.2151, arc=341.20, chord=n20.3850w 339.41
 05 s30.4946e 1104.37

EXHIBIT B

County: Williamson
Parcel No.: Grading and Drainage Easement
Highway: Williamson County Bill Pickett Trail
Limits: From: F. M. 397 (Carlos G. Parker Blvd.)
To: F. M. 1431 (Chandler Road)

GRADING AND DRAINAGE EASEMENT

DESCRIPTION OF A 0.591 ACRE (25,762 SQ. FT.) EASEMENT, LOCATED IN THE W. J. BAKER SURVEY NO. 2, ABSTRACT NO. 65, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 102.193 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO GREGORY R. BRINKMEYER AND VICKI LYNN BRINKMEYER, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 2002044031 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.591 ACRE (25,762 SQ. FT.) EASEMENT, AS SHOWN ON AN EASEMENT SKETCH PREPARED BY SAM, LLC., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 286.37 feet right of Bill Pickett Trail Engineer's Centerline Station (E.C.S.) 59+19.74, on the south line of the south remainder of a called 157.70 acre tract of land, as described in a deed to James E. Wolbrueck (an undivided 1/3 interest), David J. Wolbrueck (an undivided 1/3 interest) and Susan J. Wolbrueck (an undivided 1/3 interest), recorded in Document No. 2007041942, O.P.R.W.C.TX., said point being the northwest corner of a called 89.79 acre tract of land as described in a deed to Marjean Stabeno, recorded in Document No. 2002076425, O.P.R.W.C.TX., said point also being the northeast corner of a called 39.863 acre tract of land, described in a deed to Williamson County, Texas, recorded in Document No. 2014081582, O.P.R.W.C.TX.;

THENCE S 68°18'37" W, with the common line of said south remainder of said 157.70 acre tract and said 39.863 acre tract, passing at a distance of 282.83 feet a 3/8-inch iron rod found 4.00 feet right of Bill Pickett Trail E.C.S. 59+33.76, for the southeast corner of said remainder of 102.193 acre tract, the southwest corner of said remainder of 157.70 acre tract, and the northwest corner of said 39.863 acre tract, said point also being the northeast corner of a called 137.565 acre tract of land, Tract Two, as described in a deed to William B. Bohls and Stephen F. Bohls, recorded in Document No. 1999080705, O.P.R.W.C.TX., continuing with the common line of said remainder of 102.193 acre tract and said 137.565 acre tract a total distance of 346.98 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 60.00 feet left of Bill Pickett Trail E.C.S. 59+38.25 for the **POINT OF BEGINNING** (Grid = N:10198647.23, E:3209530.05), said point also being on the proposed west right-of-way of Bill Pickett Trail and the northeast corner of the easement described herein;

1) **THENCE** S 68°18'37" W, continuing with the common line of said remainder of 102.193 acre tract, and said 137.565 acre tract, a distance of 10.03 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 70.00 feet left of Bill Pickett Trail E.C.S. 59+39.02, for the southeast corner of the easement described herein and the beginning of a curve to the left;

THENCE over and across said remainder of 102.193 acre tract, the following four (4) courses and distances numbered 2-5:

- 2) with said curve to the left, an arc distance of 73.28 feet, through a central angle of 05°03'32", having a radius of 830.00 feet, and a chord that bears N 28°18'00" W, a distance of 73.26 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 70.00 feet left of Bill Pickett Trail E.C.S. 60+18.48,

- 3) N 30°49'46" W, a distance of 535.33 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 70.00 feet left of Bill Pickett Trail E.C.S. 65+53.81,
 - 4) N 42°08'21" W, a distance of 152.97 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 100.00 feet left of Bill Pickett Trail E.C.S. 67+03.81, at the beginning of a curve to the right, and
 - 5) with said curve to the right, an arc distance of 451.03 feet, through a central angle of 05°43'46", having a radius of 1,000.00 feet, and a chord that bears N 17°54'30" W, a distance of 447.21 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 100.00 feet left of Bill Pickett Trail E.C.S. 71+09.74, on the east line of said remainder of 102.193 acre tract and the west line of said south remainder of said 157.70 acre tract, and on the proposed west right-of-way line of Bill Pickett Trail for the north corner of the easement described herein, from which a 5/8-inch iron rod with an aluminum cap stamped "SAM" found on the existing south right-of-way line of Chandler Road, variable width right-of-way, as conveyed to Williamson County, Texas, recorded in Document No. 2009053659, O.P.R.W.C.TX. bears N 30°49'46" W, a distance of 84.65 feet;
 - 6) THENCE S 30°49'46" E, continuing with the common line of said remainder of 102.193 acre tract, and said remainder of 157.70 acre tract, and the proposed west right-of-way of Bill Pickett Trail, a distance of 101.82 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 60.00 feet left of Bill Pickett Trail E.C.S. 70+23.69, for the southeast corner of the easement described herein and the beginning of a curve to the left;
- THENCE departing the common line of said remainder of 157.70 acre tract and said remainder of 102.193 acre tract, with the proposed west right-of-way of Bill Pickett Trail, over and across said remainder of 102.193 acre tract, the following three (3) courses and distances numbered 7-9:
- 7) with said curve to the left, an arc distance of 341.20 feet, through a central angle of 05°58'06", having a radius of 960.00 feet, and a chord that bears S 20°38'50" E, a distance of 339.41 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 60.00 feet left of Bill Pickett Trail E.C.S. 67+03.81,
 - 8) S 30°49'46" E, a distance of 685.33 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 60.00 feet left of Bill Pickett Trail E.C.S. 60+18.48, at the beginning of a curve to the right, and

- 9) with said curve to the right, an arc distance of 74.88 feet, through a central angle of 05°06'27", having a radius of 840.00 feet, and a chord that bears S 28°16'32" E, a distance of 74.85 feet to the **POINT OF BEGINNING**, and containing 0.591 acres (25,762 sq. ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

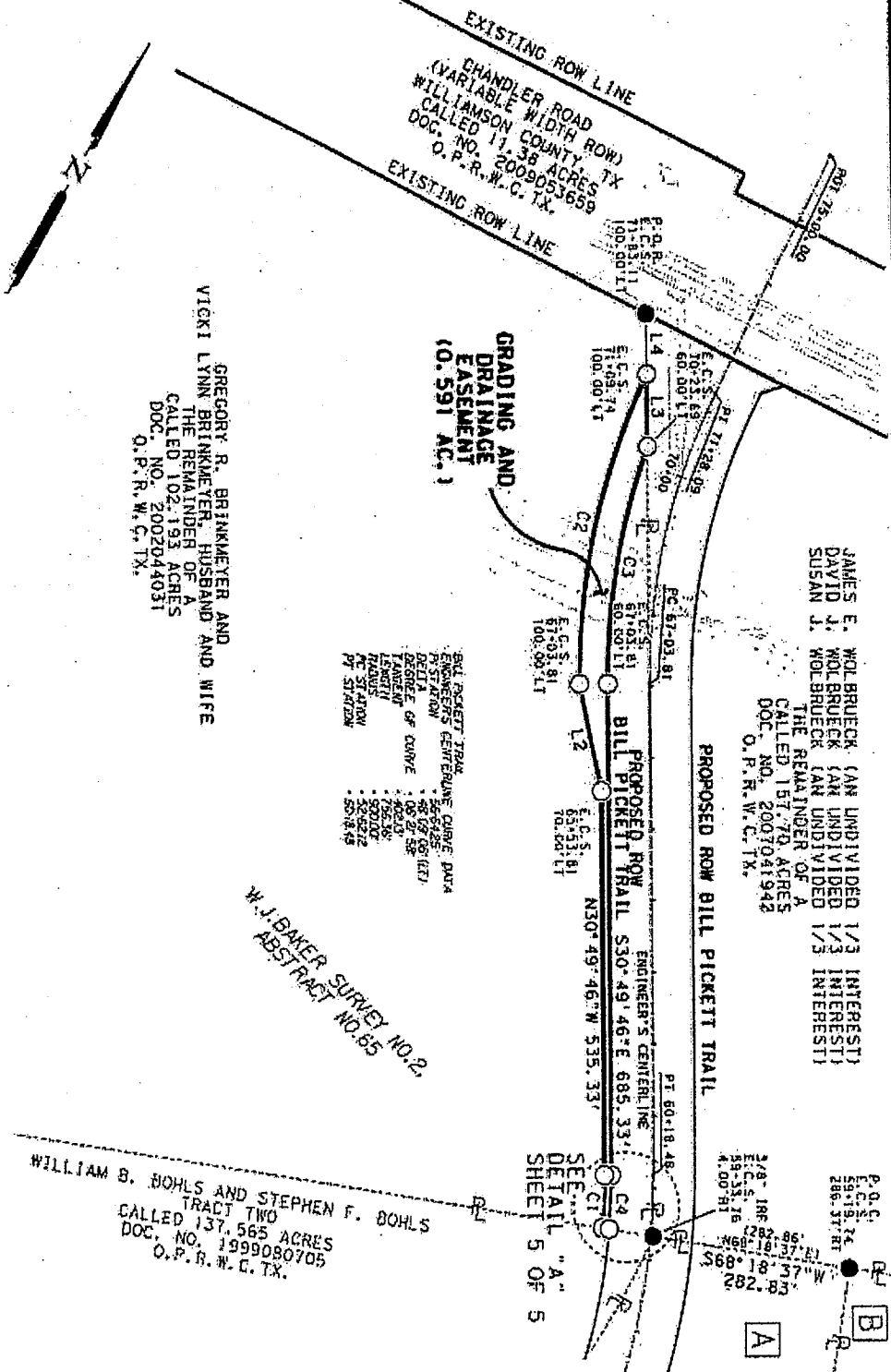
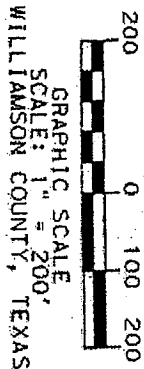
That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 18th day of January, 2016.

SURVEYING AND MAPPING, LLC.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300


William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas





BILL PICKETT TRAIL
ENGINEER'S CENTERLINE DATA

STATION	BEARING	DISTANCE
PT. 60+18.48	N 30° 49' 46" W	535.33'
PT. 61+03.81	E 67° 03' 81"	100.00' LT
PT. 62+03.81	E 67° 03' 81"	100.00' LT
PT. 63+03.81	E 67° 03' 81"	100.00' LT
PT. 64+03.81	E 67° 03' 81"	100.00' LT
PT. 65+03.81	E 67° 03' 81"	100.00' LT
PT. 66+03.81	E 67° 03' 81"	100.00' LT
PT. 67+03.81	E 67° 03' 81"	100.00' LT
PT. 68+03.81	E 67° 03' 81"	100.00' LT
PT. 69+03.81	E 67° 03' 81"	100.00' LT
PT. 70+03.81	E 67° 03' 81"	100.00' LT
PT. 71+03.81	E 67° 03' 81"	100.00' LT
PT. 72+03.81	E 67° 03' 81"	100.00' LT
PT. 73+03.81	E 67° 03' 81"	100.00' LT
PT. 74+03.81	E 67° 03' 81"	100.00' LT
PT. 75+03.81	E 67° 03' 81"	100.00' LT
PT. 76+03.81	E 67° 03' 81"	100.00' LT
PT. 77+03.81	E 67° 03' 81"	100.00' LT
PT. 78+03.81	E 67° 03' 81"	100.00' LT
PT. 79+03.81	E 67° 03' 81"	100.00' LT
PT. 80+03.81	E 67° 03' 81"	100.00' LT
PT. 81+03.81	E 67° 03' 81"	100.00' LT
PT. 82+03.81	E 67° 03' 81"	100.00' LT
PT. 83+03.81	E 67° 03' 81"	100.00' LT
PT. 84+03.81	E 67° 03' 81"	100.00' LT
PT. 85+03.81	E 67° 03' 81"	100.00' LT
PT. 86+03.81	E 67° 03' 81"	100.00' LT
PT. 87+03.81	E 67° 03' 81"	100.00' LT
PT. 88+03.81	E 67° 03' 81"	100.00' LT
PT. 89+03.81	E 67° 03' 81"	100.00' LT
PT. 90+03.81	E 67° 03' 81"	100.00' LT
PT. 91+03.81	E 67° 03' 81"	100.00' LT
PT. 92+03.81	E 67° 03' 81"	100.00' LT
PT. 93+03.81	E 67° 03' 81"	100.00' LT
PT. 94+03.81	E 67° 03' 81"	100.00' LT
PT. 95+03.81	E 67° 03' 81"	100.00' LT
PT. 96+03.81	E 67° 03' 81"	100.00' LT
PT. 97+03.81	E 67° 03' 81"	100.00' LT
PT. 98+03.81	E 67° 03' 81"	100.00' LT
PT. 99+03.81	E 67° 03' 81"	100.00' LT
PT. 100+03.81	E 67° 03' 81"	100.00' LT



1901 Southwest Parkway
Austin, TX 78755
(512) 447-0575
Fax: (512) 326-3029
Toll Free: 1-800-447-0575

SHOWING PROPERTY OF
GREGORY R. BRINKMEYER AND
VICKI LYNN BRINKMEYER,
HUSBAND AND WIFE
GRADING AND DRAINAGE EASEMENT
0.591 AC. (25.759 SQ. FT.)

FILE# 11015035272\100\Survey\028026\Parcel13\PARCEL 6.E2 (GRADING AND DRAINAGE EASEMENT).dgn

PAGE 4 OF 5
REF. FIELD NOTE NO. 28662

W.J. BAKER SURVEY NO. 2
ABSTRACT NO. 65

WILLIAM B. BOHLS AND STEPHEN F. BOHLS
TRACT TWO
CALLED 137.565 ACRES
DOC. NO. 1999080705
O.P.R.W.C. TX.

SEE
DETAIL "A"
SHEET 5 OF 5

LEGEND

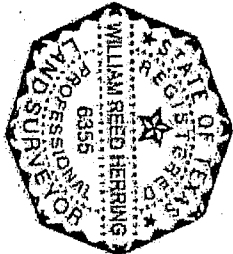
- 1/2" IRON ROD SET WITH ALUMINUM CAP
- 1/2" IRON ROD EQUIP UNLESS NOTED
- 1 PROPERTY LINE
- 2 RECORD INFORMATION
- 3 POINT OF BEGINNING
- 4 POINT OF COMMENCING
- 5 POINT OF REFERENCE
- 6 POINT OF CURVATURE
- 7 POINT OF TANGENCY
- 8 POINT OF INTERSECTION
- 9 NOT TO SCALE
- 10 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS
- 11 ENGINEER'S CENTERLINE STATION

[A]

WILLIAMSON COUNTY, TEXAS
CALLED 39.863 ACRES
DOC. NO. 2014081582
O.P.R.W.C.T.X.

[B]

MARJEAN STABENO
CALLED 89.79 ACRES
DOC. NO. 2002016425
O.P.R.W.C.T.X.



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM. CENTRAL ZONE. ALL COORDINATES AND DISTANCES SHOWN ARE SURFACE UNLESS OTHERWISE NOTED) AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT THAT MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. PROPOSED BILL PICKETT TRAIL, R.O.W. AND ENGINEER'S CENTERLINE ALIGNMENT ARE DERIVED FROM K. PRIESE SCHEMATIC RECEIVED BY SMA, LLC. IN SEPTEMBER, 2015.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS BEARING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William Reed Herring
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6335, STATE OF TEXAS

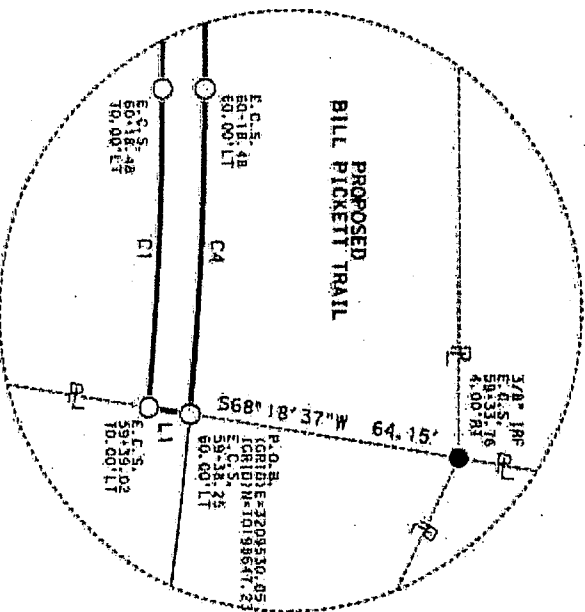
1/18/2016
DATE

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S68°18'37"W	10.03'
L2	N42°08'21"W	152.97'
L3	S30°49'46"E	101.82'
L4	N30°49'46"W	84.65'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05°03'32"	830.00'	73.28'	73.26'	N28°18'00"W
C2	05°43'46"	1,000.00'	451.03'	447.21'	N17°54'30"W
C3	05°58'06"	960.00'	341.20'	339.41'	S20°38'50"E
C4	05°06'27"	840.00'	74.88'	74.85'	S28°16'32"E

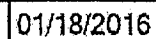


DETAIL "A"
NOT TO SCALE



4801 Southwest Parkway
Building 100, Suite 100
Austin, Texas 78735
(512) 477-0370
Fax: (512) 526-3029
www.sandm-surveying.com

PAGE 5 OF 5
REF. FIELD NOTE NO. 23662
EASEMENT SKETCH
SHOWING PROPERTY OF
GREGORY R. BRINKMEYER AND
VICKI LYNN BRINKMEYER,
HUSBAND AND WIFE
GRADING AND DRAINAGE EASEMENT
0.591 AC. (25.759 SQ. FT.)



Tract 1: 0.5914 Acres (25762 Sq. Feet), Closure: s50.2912a 0.01 ft. (17289803), Perimeter=2426 ft.

08 s30:4946e 685.33

D9 R1, r=840.00, arc=74.88, chord=828.1632e 74.86

1000

1. *Chlorophyll a* and *Chlorophyll b* were determined by the method of Arar and Collins (1987).



City Council Meeting April 14, 2016 Agenda Item Transmittal

Agenda Item #: 5
Agenda Title: Consider introducing Ordinance 2016-07 amending Fee Ordinance regarding fees for City for services.

Council Action to be taken: Introduce Ordinance 2016-07 as presented

Initiating Department: Finance Department; Planning and Development Services

Staff Contact: **Rosemarie Dennis, Finance Director**
Ashley Lumpkin, Director of Development Services

1. INTRODUCTION/PURPOSE

This agenda item is to discuss and consider the adoption of Ordinance 2016-07 to amend the current fee schedule for the FY2015-16.

2. DESCRIPTION/ JUSTIFICATION

The information below summarizes the changes in the fee schedule for FY2015-16.

The changes are made to the current fee schedule which are shown in red in Exhibit "A". All other fees will remain unchanged.

Summary/description of changes:

- **Development Services-** Pages 9-13 of the amended fee schedule- The changes include amending the building permit fee schedule so the fees are not calculated based on 65% of the 2011 ICC Building Valuation Data chart. The proposed fees have been calculated to cover the cost of service, thus a smaller project will no longer be charged at the same rate as a larger, more complex project.
- The fee rates have been simplified – applicants and staff will be able to give a simple cost per square foot on all new construction.
- Staff surveyed the overall development costs of adjacent municipalities. While some of our fees have increased, the overall effect to the total development cost was negligible. The proposed fees have been formulated so that the City of Taylor is still providing superior service at an economical rate.
- In addition, a technology fee has been added to the applications in an effort to ensure the MyPermitNow system is cost neutral. All of the fees and calculations were based on the permit numbers from the 2015 calendar year.

- Transportation User Fee (effective date June 1, 2016)- Page 17 of the amended fee schedule- The Transportation User Fee Ordinance 2016-03 was approved and passed at the February 11, 2016 City Council meeting with the fee to go into effect on June 1, 2016. This ordinance is to include the fees reflecting the effective date.

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

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends approving Fee Ordinance 2016-07 for City services.

6. REFERENCE FILES

5a. [Ordinance 2016-07](#)

5b. [Amended Fee Schedule](#)

ORDINANCE NO. 2016-07

AN ORDINANCE AMENDING ORDINANCE NO. 2015-14 ADOPTED ON SEPTEMBER 10, 2015 BY CHANGING CERTAIN RATES AND OTHER SERVICES PROVIDED BY THE CITY.

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

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

SECTION 2.0 That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to Ordinance No. 2015-14.

SECTION 3.0 All other provisions of Ordinance No. 2015-14 shall remain in full force and effect.

SECTION 4.0 In accordance with Article 8 of the City Charter, this ordinance was introduced before the City Council of the City of Taylor, Texas on the 14th day of April, 2016.

SECTION 5.0 This Ordinance shall be effective April 22, 2016.

PASSED, APPROVED, and ADOPTED on the _____ day of April 2016.

Jesse Ancira Jr., Mayor

ATTEST:

Susan Brock, City Clerk

City of Taylor - Fee Schedule for City Services 2015-16

AIRPORT

Hanger and Tie Down Rental		Monthly Fee
Hangar A	10 Units	\$ 200
Hangar B	6 Units	\$ 132
Hangar C	12 Units	\$ 278
Hangar D	12 Units	\$ 278
Hangar E	8 Units	\$ 278
	2 Units	\$ 337
	2 Units	\$ 375
Tie Downs	27	\$ 39
Over Night Tie Downs	8	\$ 6.00 per night if no fuel is purchased
Late Payment fee, if not paid by due date		10%
Long Term rental of hangar space in main hangar		as negotiated
Long Term rental of living quarters at airport		as negotiated
Fuel Sales		
AV Gas LL100		as determined by City Manager
Jet A		as determined by City Manager

ANIMAL CONTROL

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

City of Taylor - Fee Schedule for City Services 2015-16

CEMETERY

Grave Digging Fees			
Normal Size	Weekdays 9am - 4pm	\$	600.00
Normal Size	Weekdays after 3:30 pm; Holidays/Weekends	\$	700.00
Infant or Ashes	Weekdays 9am - 4pm	\$	400.00
Infant or Ashes	Weekdays after 3:30 pm; Holidays/Weekends	\$	500.00
Oversize	Weekdays 9am - 4pm	\$	700.00
Oversize	Weekdays after 3:30 pm; Holidays/Weekends	\$	800.00
Disinterment	Weekdays 9am - 4pm	\$	850.00
Disinterment	Weekdays after 3:30 pm; Holidays/Weekends	\$	1,100.00
Sale of Cemetery Spaces			
Adult		\$	700.00 +\$25 deed filing fee for each sale
Infant/Child or Ashes		\$	350.00 +\$25 deed filing fee for each sale
Other Fees			
Location & marking of gravestone		\$	20.00
Transfer of lots/spaces by grantee		\$	30.00
Temporary grave markers		\$	20.00

FIRE DEPARTMENT

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

Fire Department Permits/Fees

Site and subdivision plans	\$	100.00	
False Alarm (after 3rd Alarm)	\$	50.00	per occurrence
Special Events (includes plans review and inspection) See also Planning & Development fees	\$	100.00	
Controlled burn in city limits - Approved	\$	50.00	
Controlled burn in city limits - Unapproved	\$	300.00	fine
Fire reports	\$	3.00	

Inspections

CSI Inspection	\$	40.00	
Annual safety inspection - commercial buildings:	No charge		
Re-inspection fee - after second inspection	\$	50.00	
Fire final	\$	100.00	
Assisted living institutions	\$	50.00	
Day care centers (providing care for less than 10)	\$	50.00	
Day care centers (providing care for 11 or more)	\$	50.00	
Nursing homes	\$	100.00	
Hospital	\$	100.00	
Foster/adoption home	\$	25.00	

Test/Acceptance Test/ Plans Review

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

City of Taylor - Fee Schedule for City Services 2015-16

Fines for Negligent or Irresponsible Actions

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

Note: The following list is not all-inclusive of equipment that may be damaged or contaminated during the course of a respond effort. Additional equipment that is not herein listed may be charged at actual replacement costs.

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

Apparatus

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

Personnel

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

Haz-Mat

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

Protective Equipment Replacement

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

City of Taylor - Fee Schedule for City Services 2015-16

Firefighting Agents		
AFFF Foam	\$	22.00 per gallon
Class A Foam	\$	17.00 per gallon
Light Water	\$	20.00 per gallon
Micro-Blaze	\$	30.00 per gallon
Emergency Medical Service		
AED (use of FD Automatic External Defibrillator)	\$	200.00 each use
AED Pads	\$	25.00 each use
Biohazard	\$	10.00 per incident
CPR	\$	150.00 each patient
Dispatch Fee	\$	80.00 per incident
Flat Rate	\$	300.00 per incident
Spinal Immobilization	\$	200.00 each patient
Firefighting Equipment Replacement		
A-Frame Combo Ladder	\$	414.00 each
Attic Folding Ladder 10'	\$	255.00 each
Attic Folding Ladder 8'	\$	230.00 each
Deluge Monitor w/o pie & tips	\$	2,080.00 each
Extension Ladder 24'	\$	525.00 each
Extension Ladder 35'	\$	925.00 each
Foam Aerator Tube	\$	396.00 each
Fog Nozzle 1.0"	\$	510.00 each
Fog Nozzle 1.5-1.75"	\$	625.00 each
Fog Nozzle 2.5"	\$	680.00 each
Fog Nozzle 2.5" Master	\$	825.00 each
Fog Nozzle 2.5" Play pipe	\$	1,095.00 each
Hose 1.0"	\$	75.00 each 50'
Hose 1.0" booster	\$	125.00 each 50'
Hose 1.75"	\$	115.00 each 50'
Hose 2.5"	\$	145.00 each 50'
Hose 3.0"	\$	225.00 each 50'
Hose 5.0"	\$	685.00 each 100'
Motorola Portable Radio 800 MHz	\$	3,500.00 each
Motorola Portable Radio VHF	\$	1,000.00 each
PASS Alarm	\$	200.00 each
Roof Ladder 12'	\$	275.00 each
Roof Ladder 14'	\$	335.00 each
SCBA Air Mask	\$	240.00 each
SCBA Air Mask complete	\$	2,300.00 each
SCBA Spare Cylinders	\$	570.00 each
Stacked Tips w/Shaper	\$	566.00 each
Rescue Equipment Used		
Acetylene Cutting Kit	\$	185.00 per hour
Air Bags	\$	275.00 per hour
Air Impact Tools	\$	85.00 per hour
Ajax Cutting Tool	\$	35.00 per hour
Milwaukee Saws-All	\$	65.00 per hour
Oxygen with Mask	\$	90.00 per hour
Porta Power	\$	85.00 per hour
Rescue Tools: Spreaders, Cutters, Rams	\$	300.00 per hour
Fire Equipment Used		
ABC Extinguisher	\$	45.00 each
Axe(s)	\$	12.00 per hour
Barricade/Scene Tape	\$	20.00
Bolt Cutters (HD)	\$	12.00 per hour
Cellular Phone w/long dist. Chg.	\$	25.00
Chain Saw	\$	40.00 per hour
CO2 Extinguisher	\$	45.00 each
Explosive Meter	\$	180.00
Gas Plug/Gasoline Plug Kit	\$	45.00
Generator	\$	45.00 per hour

City of Taylor - Fee Schedule for City Services 2015-16

Hall Runner	\$	15.00	each
Halligan Tool	\$	12.00	per hour
Hand Lights	\$	15.00	each
K-Tool	\$	20.00	
PPV Fans	\$	50.00	per hour
Purple K Extinguisher	\$	75.00	each
Rescue (K-12) Saw	\$	40.00	per hour
Rolls of Plastic	\$	30.00	each
Salvage Covers	\$	25.00	each
Scene Lights	\$	32.00	per hour
Tank, Portable/Fold-a-Tank	\$	150.00	
Water Extinguisher	\$	15.00	each
Windshield Tool	\$	10.00	

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

Motor Vehicle Incidents

Level 1-	\$	435.00
Provides hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.		
Level 2-	\$	495.00
Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. Billed at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.		
Level 3- Car Fire	\$	605.00
Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.		
Level 4-	\$	1,800.00
Includes Level 1& 2 services as well as extrication (heavy rescue tools, ropes, airbags, cribbing, etc.) Billed at this level if the fire department has to free/remove anyone from the vehicle(s) using any equipment. Will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. The level is to be billed only if equipment is deployed.		
Level 5-	\$	2,200.00
Includes Level 1, 2 & 4 services as well as Air Care (multi-engine company response, mutual aid, helicopter). Billed at this level any time a helicopter is utilized to transport the patient(s).		
Level 6-		
Itemized Response: The city has the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.		

Hazmat

Level 1-	\$	700.00
Basic Response: Claim will include engine response, first responder assignment, perimeter established, evacuations, set-up and command.		
Level 2-	\$	2,500.00
Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.		
Level 3-	\$	5,900.00
Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of materials and contaminated equipment and material used at scene. Includes 3 hours of on scene time - each additional hour @ \$300.00/Hazmat team.		

City of Taylor - Fee Schedule for City Services 2015-16

Pipeline Incidents/Power Line Incidents

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

Level 1- \$ 400.00

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

Level 2- \$ 1,000.00

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

Level 3- Itemized Claim Charges

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

Fire Investigation

Fire Investigation Team- \$ 275.00 per hour

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

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

Fires

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

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

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

Includes: Scene Safety, Investigation, Fire/Hazard Control

Water Incidents

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

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

Level 2- \$800 + \$50/hr, per rescue person

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

\$2,000+\$50 per hour, per rescue person + \$100 per hour per Hazmat team member

Level 3-

Advanced Response: includes Level 1 and Level 2 services as well as D.A.R.T activation, donning breathing apparatus and detection equipment. Setup and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment cleanup. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Level 4-

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

Back Country or Special Rescue

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

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

City of Taylor - Fee Schedule for City Services 2015-16

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

Miscellaneous:

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

Mitigation Rate Notes

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

LIBRARY SERVICES

Library Meeting Room

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

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

Library Fees

Library card - Non-resident Individual	\$ 10.00 per year
Library card - Non-resident Family	\$ 25.00 per year
Library card - Resident	no charge
Library card - replacement (1st replacement)	\$ 1.00
Library card - subsequent replacement cards	\$ 5.00
Copies - Black & White	\$ 0.10 per impression
Overdue book	\$ 0.10 per day; \$5 maximum
Lost or damaged book	Cost to replace/repair
Processing fee for lost or damaged book(s)	\$ 5.00 per book, non-refundable

MISCELLANEOUS FEES AND PERMITS

Taxicab

Vehicle permit fee	\$ 150.00 per vehicle
Taxicab driver's permit	\$ 25.00 per year
Horse drawn carriage permit	\$ 25.00 6 months

Street Closures

Special Events (non-parade, non-filming)	\$ 75.00
Parade	\$ 75.00

Film Production Fees

Activity:	Cost per Calendar Day
Film Application Fee	\$ 25.00
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area.	\$ 500.00
Partial, non-disruptive use of a public building, park, right-of-way, or public area.	\$ 250.00
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$ 50.00
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$ 25.00
Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles.	\$ 50.00

Filming	\$ 250.00	=+min of one police officer & vehicle at rates specified under police Dept. Fees
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City of Taylor - Fee Schedule for City Services 2015-16

PARKS AND RECREATION

Public Facility Rental

Murphy Park: Upper Pavilion Rental	\$	150.00	per day + \$100 refundable deposit
Lower Pavilion Rental	\$	130.00	per day + \$75 refundable deposit
Robinson Park: Pavilion	\$	25.00	per day
Bull Branch Park: Pavilion	\$	25.00	per day
Taylor Regional Park: Pavilion	\$	25.00	per day

Public Property

Long term rental of space on public property for commercial purposes

As Negotiated

Recreation Fees

Swimming Pool Admission: (Robinson Park & Murphy Park)

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

Pool Rental for Parties:

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

Pool use for daycares and day camps:

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

Pool use for YMCA members:

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

Swim Lessons:

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

General Use of Athletic Fields:

Taylor Regional Park & Sports Complex

Deposit	\$	100.00	
Hourly Use	\$	25.00	per hour, per field
Hourly Use with lights	\$	45.00	per hour, per field
Practice: per field, per month (2/week@2hrs each)	\$	200.00	
Gate fee	\$	10.00	per participating team

Robinson Park

Deposit (weekend rental)	\$	100.00	
Maintenance to field outside regular operating hours	\$	34.00	per/hr @ request of the renter
Rental Fee w/no lights	\$	25.00	per/day
Rental Fee with lights	\$	45.00	per/day

Recovery fee (ALL City fields) - All sports included \$ 5.00 per person/per season

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

Deposit	\$	250.00	Include concession, if applicable
Field attendants (minimum of 2 attendants)	\$	17.00	per attendant, per hour
Lights	\$	50.00	per field
Rentals	\$	100.00	per field, per day
Field Re-drag/Re-chalk	\$	25.00	per field, per drag/chalk

Football and Soccer Fields

Field Rental	\$	150.00	per field, per day
Lights	\$	50.00	per field

Concession Stand (Taylor Regional Park & Sport Complex)

Concession Rentals Pay 10% of gross receipts

Deposit	\$	250.00	
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Beverage Use

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

Vendors (Must obtain permission prior to event)

With Electricity	\$	35.00	per day
No electricity	\$	25.00	per day

City of Taylor - Fee Schedule for City Services 2015-16

PLANNING AND DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

Building Permits

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

Weatherization Fees:

\$0.005/SF

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

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

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

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

Group (2009 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	213.26	206.02	200.72	191.95	180.03	175.03	185.14	164.60	157.61
A-1 Assembly, theaters, without stage	195.09	187.85	182.55	173.78	161.91	156.91	166.97	146.48	139.49
A-2 Assembly, nightclubs	164.78	160.08	155.65	149.42	140.29	136.53	143.89	127.27	122.52
A-2 Assembly, restaurants, bars, banquet halls	163.78	159.08	153.65	148.42	138.29	135.53	142.89	125.27	121.52
A-3 Assembly, churches	197.06	189.82	184.52	175.75	163.84	158.84	168.94	148.41	141.42
A-3 Assembly, general, community halls, libraries, museums	165.45	158.21	151.91	144.14	131.22	127.22	137.33	115.79	109.80
A-4 Assembly, arenas	194.09	186.85	180.55	172.78	159.91	155.91	165.97	144.48	138.49
B Business	116.33	113.63	110.93	107.23	98.88	95.73	108.86	91.26	87.00
E Educational	116.33	113.63	110.93	107.23	98.88	95.73	108.86	91.26	87.00
F-1 Factory and industrial, moderate hazard	98.83	94.20	88.53	85.28	76.18	72.96	81.58	62.78	59.05
F-2 Factory and industrial, low hazard	97.83	93.20	88.53	84.28	76.18	71.96	80.58	62.78	58.05
H-1 High Hazard, explosives	92.63	88.00	83.32	79.08	71.17	66.94	75.38	57.76	N.P.
H234 High Hazard	92.63	88.00	83.32	79.08	71.17	66.94	75.38	57.76	53.03
H-5 HPM	166.35	160.31	154.97	147.38	133.73	128.86	141.26	117.56	112.00
I-1 Institutional, supervised environment	166.45	160.61	156.13	149.36	137.18	133.55	145.57	123.08	118.71
I-2 Institutional, hospitals	279.74	273.70	268.36	260.77	246.24	N.P.	254.66	230.07	N.P.
I-2 Institutional, nursing homes	194.86	188.82	183.48	175.89	162.52	N.P.	169.77	146.35	N.P.
I-3 Institutional, restrained	189.53	183.49	178.15	170.56	158.15	152.28	164.45	141.98	134.42
I-4 Institutional, day care facilities	166.45	160.61	156.13	149.36	137.18	133.55	145.57	123.08	118.71
M Mercantile	122.74	118.04	112.61	107.38	97.91	95.15	101.85	84.88	81.13
R-1 Residential, hotels	167.86	162.02	157.54	150.77	138.75	135.13	147.15	124.65	120.28
R-2 Residential, multiple family	140.76	134.93	130.44	123.67	112.32	108.70	120.72	98.22	93.85
R-3 Residential, one- and two-family	132.48	128.87	125.59	122.47	117.59	114.66	118.59	109.86	102.91
R-4 Residential, care/assisted living facilities	166.45	160.61	156.13	149.36	137.18	133.55	145.57	123.08	118.71
S-1 Storage, moderate hazard	91.63	87.00	81.32	78.08	69.17	65.94	74.38	55.76	52.03
S-2 Storage, low hazard	90.63	86.00	81.32	77.08	69.17	64.94	73.38	55.76	51.03
U Utility, miscellaneous	69.66	65.79	61.57	58.14	52.18	48.79	55.35	40.81	38.65

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

New Single Family Residential and Residential Additions

BUILDING PERMIT FEE	\$0.25/square foot
ELECTRICAL PERMIT	\$0.25/square foot
PLUMBING PERMIT	\$0.25/square foot
MECHANICAL PERMIT	\$0.25/square foot
PLAN REVIEW FEE	\$0.15/square foot
TECHNOLOGY FEE	\$25.00

New Commercial and Commercial Additions

BUILDING PERMIT FEE	\$0.25/square foot
ELECTRICAL PERMIT	\$0.25/square foot
PLUMBING PERMIT	\$0.25/square foot
MECHANICAL PERMIT	\$0.25/square foot
PLAN REVIEW FEE	\$0.15/square foot
TECHNOLOGY FEE	\$50.00

New Commercial - SHELL ONLY

BUILDING PERMIT FEE	\$0.15/square foot
ELECTRICAL PERMIT	\$0.15/square foot
PLUMBING PERMIT	\$0.15/square foot
MECHANICAL PERMIT	\$0.15/square foot
PLAN REVIEW FEE	\$0.15/square foot
TECHNOLOGY FEE	\$25.00

City of Taylor - Fee Schedule for City Services 2015-16

Commercial/Tenant Finish Out

BUILDING PERMIT FEE	\$0.20/square foot
ELECTRICAL PERMIT	\$0.20/square foot
PLUMBING PERMIT	\$0.20/square foot
MECHANICAL PERMIT	\$0.20/square foot
PLAN REVIEW FEE	\$0.15/square foot
TECHNOLOGY FEE	\$15.00

Residential Remodel (Single Family, Duplexes, Triplexes)	\$50.00 +\$0.105/Sq Ft Fee + Inspection Fee Weatherization + 0.10/sf + inspections
Apartment Renovations	\$130.00 Per Unit
Commercial Remodeling	\$40.00 +\$0.105/Sq Ft Fee \$50.00 Weatherization + 0.10/sf + inspections

All above permits are also subject to a \$15 technology fee

Porch or deck addition - Covered and uncovered	\$ 40.00
Foundation leveling & repair permit	\$ 40.00 +\$0.10/SF

All above permits are also subject to a \$7 technology fee

Inspection/Re-Inspection Fee	\$50 Per inspection
Re-inspection fee (building inspections)	\$ 50.00 Per inspection
Inspections after normal hours (building inspections)	\$ 100.00 per hour
Work without a permit - First Offense	Double the permit fee
Work without a permit - Second Offense	Triple the permit fee & filed on in Municipal Court

Electrical Permits

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

Residential Remodeling (Single Family, Duplexes, Triplexes)	\$ 40.00 +\$0.10/Sq Ft Fee Weatherization + 0.10/sf + inspections
Commercial Remodeling	\$ 40.00 +\$0.105/Sq Ft Fee Weatherization + 0.10/sf + inspections

All above permits are also subject to a \$7 technology fee

"T" Pole	\$ 40.00
Meter Loop	\$ 40.00
Re-inspection fee (building inspections)	\$ 50.00 Per inspection
Inspections after normal hours (building inspections)	\$ 100.00 per hour
Work without a permit - First Offense	Double the permit fee
Work without a permit - Second Offense	Triple the permit fee & filed on in Municipal Court

City of Taylor - Fee Schedule for City Services 2015-16

Gas Permits

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

Residential Remodeling (Single Family, Duplexes, Triplexes)

Commercial Remodeling

Apartment Renovations

All above permits are also subject to a \$7 technology fee

Yard Line Repair - Residential gas

Gas meter release

Re-inspection fee (building inspections)

Inspections after normal hours (building inspections)

Work without a permit - First Offense

Work without a permit - Second Offense

Flat Fee

\$	40.00	+\$0.10/Sq Ft Fee Weatherization + 0.10/sf + inspections
\$	40.00	+\$0.105/Sq Ft Fee Weatherization + 0.10/sf + inspections
\$	100.00	Per Unit
\$	40.00	
\$	50.00	Per inspection
\$	100.00	per hour
		Double the permit fee
		Triple the permit fee & filed on in Municipal Court

Mechanical Permits

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

Residential Remodeling (Single Family, Duplexes, Triplexes)

Commercial Remodeling

All above permits are also subject to a \$7 technology fee

HVAC Change out

HVAC Change out > 2,000 CFM

HVAC Electric hook-up

Re-inspection fee (building inspections)

Inspections after normal hours (building inspections)

Work without a permit - First Offense

Work without a permit - Second Offense

Flat Fee

\$	40.00	+\$0.10/Sq Ft Fee Weatherization + 0.10/sf + inspections
\$	40.00	+\$0.105/Sq Ft Fee Weatherization + 0.10/sf + inspections
\$	40.00	
\$	65.00	
\$	40.00	
\$	50.00	Per inspection
\$	100.00	per hour
		Double the permit fee
		Triple the permit fee & filed on in Municipal Court

Plumbing Permits

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

Residential Remodeling (Single Family, Duplexes, Triplexes)

Apartment Renovations

Commercial Remodeling

All above permits are also subject to a \$7 technology fee

Lawn sprinkler system

Yard Line repair - Residential Water

Yard Line repair - Residential Sewer

Well permit (non-potable for irrigation)

Re-inspection fee (building inspections)

Inspections after normal hours (building inspections)

Work without a permit - First Offense

Work without a permit - Second Offense

Flat Fee

\$	40.00	+\$0.10/Sq Ft Fee Weatherization + 0.10/sf + inspections
\$	100.00	Per Unit
\$	40.00	+\$0.105/Sq Ft Fee Weatherization + 0.10/sf + inspections
\$	40.00	
\$	40.00	
\$	40.00	Mostly to ensure there is not backflow into the potable water system
\$	50.00	Per inspection
\$	100.00	per hour
		Double the permit fee
		Triple the permit fee & filed on in Municipal Court

Miscellaneous Permits & Fees

~~Accessory structure: less than or equal to 120SF~~

~~Accessory structure: less than or equal to 199SF~~

~~Accessory structure: greater than 120SF~~

Accessory structure: greater than or equal to 200SF

Flat Fee

\$	40.00	
	\$40.00	
See fee schedule for new construction. Based on square footage and "U" occupancy. Minimum \$40.00.		
		\$0.20/sf, minimum of \$40.00 + inspection fee

Certificate of Occupancy Inspection (CSI) Commercial

Inspection is performed if the structure's water account is switched from one business/tenant to another. Including zoning verification, among other items

Certificate of Occupancy Inspection (CSI) Residential

Inspection is performed if the residence was vacant for 6 months or more

Demolition Permit

Driveway/ ROW permit No charge if associated with residential or commercial site plan approval; 2 public utility

Fence - Residential and Commercial

Manufacture Home Park-additions or alterations to spaces

Manufacture Home Park - Original permit application

Manufacture Home Park License (annual fee)

Manufacture Home Park License (annual fee)

Moving Permit - From out of town

\$	40.00	\$80.00
\$	40.00	\$80.00
\$	25.00	
\$	40.00	
\$	35.00	
\$	25.00	per space
\$	400.00	
\$	250.00	=<10 spaces
\$	500.00	>10 spaces
\$	130.00	+\$35 Escort Fee

City of Taylor - Fee Schedule for City Services 2015-16

Moving Permit - Local	\$	65.00	+\$35 Escort Fee
Pool (Above ground)	\$	50.00	+one-time electrical, plumbing, etc..inspection fees
Pool (In ground)	\$	100.00	+one-time electrical, plumbing, etc..inspection fees
Right of way permit	\$	40.00	
Tent - Revivals, etc.. Need site plan	\$	35.00	

City of Taylor - Fee Schedule for City Services 2015-16

Sign Permits

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

Banner	\$	25.00	
Approved banner signs shall be displayed for a maximum of 90 days per calendar year. Non-profit, faith-based, governmental, and service clubs are exempt from paying the fee.			
New Sign or to reface a sign	\$	40.00	+ \$1.60/SF + \$7 technology fee
Temporary Use Directional Sign	\$	25.00	Per Calendar year per Real Estate Agency + \$5 for each additional sign.
Only allowed to be displayed from Noon to 5PM on Sundays. Can be displayed in the ROW as an off-site sign. See sign ordinance for additional requirements.			
Temporary Use Directional Sign Redemption Fee	\$	25.00	For the first sign + \$5 each additional sign. To retrieve sign if its picked up after the weekend.

Site Plan Review Fees - Planning Department

New Apartment & Apartment Addition	\$	200.00	+ \$20 technology fee
New Commercial & Commercial Additions	\$	200.00	+ \$20 technology fee
Commercial Shell	\$	200.00	+ \$20 technology fee

Site Plan Review Fees - Fire Department

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

Subdivision Fees

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

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

All above applications are also subject to a \$20 technology fee

Zoning Fees

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

Special Use Permit (SUP)	\$ 250.00
Zoning Change Request (1-10 notices sent out)	\$ 150.00
Rezoning Request	\$250
Zoning Change Request (11-20 notices sent out)	\$ 200.00
Zoning Change Request (21+ notices sent out)	\$ 250.00
Planned Developments	\$ 500.00
Zoning Variance	\$ 150.00
Zoning Notices	\$1/ mailed notice

All above applications are also subject to a \$20 technology fee

Roadway Impact Fees

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

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

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

ROADWAY IMPACT FEES ORDINANCE 2014-03 ADOPTED FEBRUARY 13, 2014

FOR PROPERTY DEVELOPED AFTER FEBRUARY 13, 2014

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

City of Taylor - Fee Schedule for City Services 2015-16

Sidewalks

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

Right-of-way License

Original License \$ 350.00

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

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

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

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

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

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

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

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

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

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

City of Taylor - Fee Schedule for City Services 2015-16

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

POLICE DEPARTMENT

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

SOLID WASTE COLLECTION

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

Residential

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

Container Size:

Single 96 gallon cart	\$	12.04	Base Fee/month
Single 65 gallon cart	\$	10.36	Base Fee/month
Each additional cart	\$	3.91	Base Fee/month

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

Commercial

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

Container Size:

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

One X Per week pick up	\$	18.91	Base Fee/month
Two X s Per week pick up	\$	27.08	Base Fee/month
Three X s Per week pick up	\$	33.00	Base Fee/month
Four X s Per week pick up	\$	41.27	Base Fee/month
Five X s Per week pick up	\$	51.15	Base Fee/month

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

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

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

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

City of Taylor - Fee Schedule for City Services 2015-16

4 Cubic Yards (additional pick up is \$45):			
One X Per week pick up	\$	86.71	Base Fee/month
Two X s Per week pick up	\$	151.72	Base Fee/month
Three X s Per week pick up	\$	219.51	Base Fee/month
Four X s Per week pick up	\$	264.16	Base Fee/month
Five X s Per week pick up	\$	343.08	Base Fee/month
6 Cubic Yards (additional pick up is \$55):			
One X Per week pick up	\$	108.38	Base Fee/month
Two X s Per week pick up	\$	178.90	Base Fee/month
Three X s Per week pick up	\$	265.54	Base Fee/month
Four X s Per week pick up	\$	298.84	Base Fee/month
Five X s Per week pick up	\$	364.88	Base Fee/month
8 Cubic Yards (additional pick up is \$65):			
One X Per week pick up	\$	131.88	Base Fee/month
Two X s Per week pick up	\$	218.56	Base Fee/month
Three X s Per week pick up	\$	307.07	Base Fee/month
Four X s Per week pick up	\$	378.08	Base Fee/month
Five X s Per week pick up	\$	477.12	Base Fee/month
10 Cubic Yards (additional pick up is \$75):			
One X Per week pick up	\$	160.76	Base Fee/month
Two X s Per week pick up	\$	252.90	Base Fee/month
Three X s Per week pick up	\$	350.43	Base Fee/month
Four X s Per week pick up	\$	453.38	Base Fee/month
Five X s Per week pick up	\$	597.90	Base Fee/month
<u>Roll Offs - include the following: (Delivery Charge + Daily Rental + Haul Cost)</u>			
Delivery Charge:			
Delivery Charge is calculated at Fee per delivery + Franchise Fee (10%) + Sales Tax (8.25%)			
20 yd Roll-Off	\$	126.25	Fee per delivery
30 yd Roll-Off	\$	126.25	Fee per delivery
40 yd Roll-Off	\$	126.25	Fee per delivery
Daily rental:			
Daily Rental is calculated at Rate/day + Franchise Fee (10%) + Sales Tax (8.25%)			
20 yd Roll-Off	\$	1.95	Rate/day
30 yd Roll-Off	\$	1.95	Rate/day
40 yd Roll-Off	\$	1.95	Rate/day
Haul cost:			
Haul Cost is calculated at Cost per haul + Franchise fee (10%) + Sales Tax (8.25%)			
20 yd Roll-Off	\$	388.46	Cost per haul
30 yd Roll-Off	\$	466.14	Cost per haul
40 yd Roll-Off	\$	543.83	Cost per haul
<u>One time collection of Bulky wastes on call for 2 cu yd, 3 cu yd, 4 cu yd, 6 cu yd, 8 cu yd or 10 Cubic yards</u>			
Delivery Charge	\$	72.58	Fee/delivery
Daily Rental	\$	4.35	Rate/day
Haul cost	\$	72.58	Cost per haul
Industrial Solid Waste Collection Services - collected by service provider			
<u>Spring and Fall cleanup</u>			
Per Standard pick-up truck load	\$	10.00	
Trailer (16' to 18')	\$	20.00	
<u>Assessments</u>			
Lot clean up	Actual cost + 10% admin fee		
Paving assessment	n/a		
<u>Lien Fees</u>			
Filing of Lien with Williamson County	Per current County rate		
Release of Lien with Williamson County	Per current County rate		

EFFECTIVE JUNE 1, 2016 -Transportation User Fee

TRANSPORTATION USER FEE

TRIP FACTOR INDEX

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

TRANSPORTATION USER FEE SCHEDULE

MONTHLY BASE TRIP RATE		MONTHLY
Non-Residential Tiers		\$ 25.00
Tier *I		\$ 33.00
Tier II		\$ 33.00
Tier III		\$ 50.00
Tier IV		\$ 67.00
Tier V		\$ 84.00
Tier VI		\$ 133.00
Residential		
Single Family	flat rate	\$ 8.00
Multi-Family	flat rate	\$ 8.00

*All churches will be placed in Tier I

City of Taylor - Fee Schedule for City Services 2015-16

UTILITIES

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

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

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

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

Deposits for all multi-family dwelling accounts per connection.

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

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

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

Tap Fees

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

Backflow Prevention

Initial Permit	\$ 25.00
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Water Rates

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

Total monthly charges include the minimum base rate plus block rate structure for single family, commercial, and industrial. For irrigation the minimum base rate plus \$5.61 per 1,000 gallons.

Base Rate

Meter Size	Monthly Minimum Charge
5/8" x 3/4"	\$ 26.12
1"	\$ 43.63
1½"	\$ 65.31
2"	\$ 104.49
3"	\$ 208.98
4"	\$ 326.53
6"	\$ 653.85
Living Unit Equivalent (LUE)	\$ 10.67 for each LUE

City of Taylor - Fee Schedule for City Services 2015-16

Residential:

Block 1	per kgals. (0-2,000 gallons)	\$	2.65
Block 2	per kgals. (2001-5,000 gallons)	\$	2.92
Block 3	per kgals. (5,001-9,000 gallons)	\$	3.18
Block 4	per kgals. (above-9,000 gallons)	\$	3.71

Non-Residential:

Block 1	per kgals. (0-15,000 gallons)	\$	3.59
Block 2	per kgals. (15,001-45,000 gallons)	\$	3.95
Block 3	per kgals. (45,001-120,000 gallons)	\$	4.31
Block 4	per kgals. (above-120,000 gallons)	\$	4.66

Irrigation:

All usage	\$	5.61	per 1,000 gallons
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Bulk Water Rate

\$	5.00	per 1,000 gallons
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Sewer Rates

Rates for all Single Family Dwelling accounts per connection.

Total "charge" includes monthly minimum **plus \$5.08** per 1,000 gallons . Usages is based on three consecutive months average water billing during low use period (December, January and February).

Meter Size	Monthly Minimum Charge
5/8" x 3/4"	\$ 21.19
1"	\$ 21.19
1½"	\$ 21.19
2"	\$ 21.19
3"	\$ 21.19
4"	\$ 21.19
6"	\$ 21.19

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

Total monthly charge includes monthly minimum **plus \$5.08** per 1,000 gallons.

Meter Size	Monthly Minimum Charge
5/8" x 3/4"	\$ 21.19
1"	\$ 21.19
1½"	\$ 21.19
2"	\$ 21.19
3"	\$ 21.19
4"	\$ 21.19
6"	\$ 21.19

Additional Utility Service Fees:

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

Municipal Drainage Utility System

Equivalent Residential Unit (ERU)	Monthly Rate
Residential (includes multi-family) = 1 ERU/Unit	\$ 2.00 Per ERU

City of Taylor - Fee Schedule for City Services 2015-16

Non-residential=	\$2.00 per 2,500 sq ft of impervious area	\$	2.00	minimum fee
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City Council Meeting
April 14, 2016
Agenda Item Transmittal

Agenda Item #: 6

Agenda Title: Conduct a Public Hearing, discuss and consider a request to rezone property located at 2750 Davis Street from MF-2 (Multi family - High density) to B-1 (Local Business).

Council Action to be taken: Conduct Public Hearing and consider approving or denying request as presented

Initiating Department: Development Services Department

Staff Contact: Ashley Lumpkin, AICP, Director

1. INTRODUCTION/PURPOSE

The purpose of the item is to conduct a public hearing and consider an application to rezone a property located at 2750 Davis Street from MF-2 (Multi-Family – High Density) to B-1 (Local Business).

2. DESCRIPTION/ JUSTIFICATION

The applicant is requesting to rezone an approximate 0.42 acre property from Multi-Family – High Density – Residential District (MF-2) to Local Business District (B-1). The site is generally located south of the southeast corner of Mallard Lane and Davis Street. The applicant indicated the purpose of the rezoning request is to create a single, commercial lot with the undeveloped commercial tract to the north.

The Future Land Use Map shows the subject tract designated as single-family residential, and although the current zoning is multi-family, it is still a residential land use. Further, the commercial designation in the Comprehensive Plan states commercial uses, as indicated on the map, are “best located along major arterials in conjunction with other more intense uses such as industry”. The Comprehensive Plan further states the need for buffers between residential and commercial uses.

The uses allowed by-right in the proposed district range from retail and office uses to minor automotive repair and drive-thru restaurants. The Zoning Ordinance does not currently require a rear setback between commercial and residential uses and only a 10 foot side setback from residential uses. The Vegetative Ordinance also does not

currently require a landscaping buffer between commercial and residential uses. The subject tract is directly adjacent to a single-family residence on the eastern boundary and a tri-plex residence to the south.

3. FINANCIAL/BUDGET

None.

4. TIMELINE CONSIDERATIONS

None.

5. RECOMMENDATION

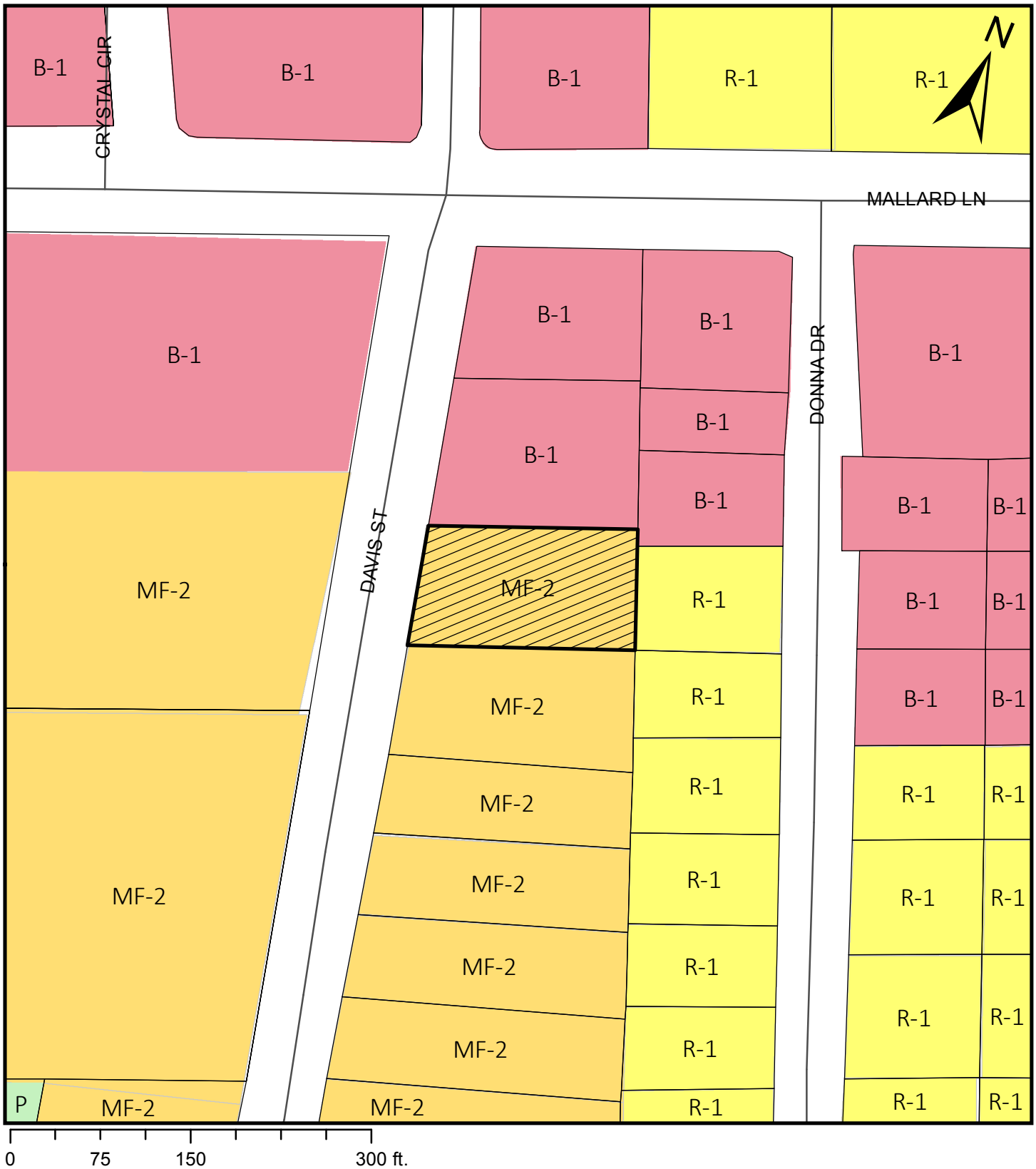
Conduct the Public Hearing.

As the myriad of allowed uses in the Local Business District are not wholly compatible with the adjacent, existing residential, and staff cannot restrict the allowed uses within a district with this application, Staff is forwarding the Planning and Zoning Commission recommendation to disapprove the rezoning request. Staff also recommends disapproval of the zoning request.

6. REFERENCE FILES

6a. [Surrounding Zoning Map](#)

6b. [Site Photos](#)



ZC-1601-01
Davis Street Rezone
R018752
2/23/2016

Legend

 Parcels Selection











City Council Meeting April 14, 2016 Agenda Item Transmittal

Agenda Item #: 7

Agenda Title: Consider approving professional services agreement to develop a plan for Heritage Square Park.

Council Action to be taken: Approve, deny or table design services agreement.

Initiating Department: Development Services Department

Staff Contact: Ashley Lumpkin, AICP, Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to present and discuss the proposal provided by SEC Planning for the design work for Heritage Square Park.

2. DESCRIPTION/ JUSTIFICATION

As discussed in December 2015, Phase 1 implementation of the Downtown Master Plan was broken down into the following four items:

- 1.) Gateway Features
- 2.) Parking Strategy
- 3.) Downtown Wayfinding & Signage
- 4.) Heritage Square Improvements

At that time, Staff met with four (4) design to begin the process of selecting a partner that will assist staff in developing the design plans and costs for construction. While the Downtown Plan includes the desired aesthetics, this stage requires designing constructions plans to bring the chosen items to fruition.

Staff considered the firm's background with implementing Downtown Master Plans, proven experience in cost estimating construction projects, and internal expertise with the least need for subcontracting during the Phase 1 timeframe. With that, staff also took into account which firm was able to quickly appreciate the scope of the project, uniqueness of the City of Taylor, and the ability to work within the cost parameters and short timeline for Phase 1 in addition to developing a longer term relationship for complete implementation. Their feedback during these one-on-one meetings was instrumental and SEC Planning, LLC established themselves as staff's preferred

design team. SEC Planning, LLC was chosen as the design team for the gateway features and signage components of the Downtown Master Plan. (NOTE: An agreement was signed in February with SEC to provide design services for Gateway Signs and Landscaping for \$48,000.)

The proposal before you is from SEC Planning, LLC and includes a public workshop to refine the vision for Heritage Square Park, two conceptual site plans with elements identified by citizens and the Downtown Master Plan, as well as the construction documents needed to move forward with the redevelopment of the park.

3. FINANCIAL/BUDGET

The Tax Increment Financing (TIF) has been identified as the source funding for up to \$650,000 as well as \$1.2 million in Downtown Street Funds committed from bond monies for implementation of Phase 1 projects. As presented, the contract for Heritage Square Park design is \$65,000.

4. TIMELINE CONSIDERATIONS

Staff would like to proceed with the design services and associated public meetings associated with the project as soon as possible.

5. RECOMMENDATION

Staff recommends approval as requested.

6. REFERENCE FILES

- 7a. [Design Contract](#) under consideration for Heritage Square Park
- 7b. [SEC agreement for Gateway Signs and landscaping](#), Feb, 2016



PROPOSAL/AGREEMENT

for

LANDSCAPE ARCHITECTURAL DESIGN SERVICES

BETWEEN

CITY OF TAYLOR

400 PORTER STREET
TAYLOR, TEXAS 76574
(hereinafter called the Client)

and

SEC PLANNING, LLC

4201 W. PARMER LANE
BUILDING A, SUITE 220
AUSTIN, TEXAS 78727
(hereinafter called the Consultant)

for

HERITAGE SQUARE IMPROVEMENTS

(hereinafter called the Project)

TAYL-150122

JANUARY 12, 2016

PREPARED BY:
MARK BAKER, ASLA
PRINCIPAL



Agreement for Professional Landscape Architectural Design Services
Job No. TAYL-150122

The Consultant will provide Landscape Architectural Services required for the Project as outlined below:

I. Basic Services

A. Conceptual Design

The Consultant will work with the Client's input to develop a unifying Conceptual Design that will set the Project apart from its competitors. To begin the design process:

1. The Client will provide the Consultant with the following base information:
 - a. Boundary Survey with easements/utilities/existing features
 - b. Tree Survey
 - c. Topography
 - d. Soil Boring/Analysis for Structural Engineering Design
2. The Consultant will facilitate one (1) public workshop to define issues, concerns, challenges, opportunities and the vision for the Heritage Park. The Consultant will summarize the feedback collected at the public workshop for use by the City and the design team.

Based upon review of the base information provided and the results of the public workshop, the Consultant will prepare up to two (2) conceptual site plans for the Heritage Park. The conceptual designs will address the location and configuration of items including, but not limited to:

1. Amphitheater lawn and stage
2. Pedestrian walks and plazas
3. Playground
4. Water features
5. Pavilion and restrooms
6. Parking and vehicular circulation

In order to convey the proposed alternatives, the Consultant will provide the Client with representative illustrations such as conceptual plans, elevations, sketches and photographs.

The Consultant will present the two (2) conceptual site plans to the City staff or at an additional public workshop, as determined by the City. Once feedback has been received on the conceptual site plans, the Consultant will prepare a third, refined site plan that reflects the feedback and direction received from the City and residents.

Fee.....\$12,000.00



B. Design Development

Based on the approved Conceptual Design, the Consultant will prepare drawings required to illustrate and describe the size and character of the landscape improvements of the Project. The design development drawings will address more detailed information regarding the locations, dimensions and materials to be used throughout the Project. The drawings will more specifically address, but will not be limited to:

- 1. Park Features
 - a. Plaza design and pedestrian spaces
 - b. Amphitheater stage and materials
 - c. Shelter/pavilion/shade structures
 - d. Playscape design
 - e. Evaluation of Existing Conditions (retention or removal of existing site elements)
 - f. Water features
 - g. Landscape and Planting Concepts
 - h. Additional park features and accessories

Plans and elevations will be prepared to illustrate the designs. A preliminary opinion of construction cost will accompany the illustrations to ensure that the designs fit the Project budget. The plans will be presented to the Client at a time to be determined. Up to three (3) meetings with City staff are included in this scope to review design details and preliminary cost estimates.

While the plans will be of a detailed nature, they are intended to be used as a design guide by the Client and not as final construction documents.

Fee.....\$20,000.00

C. Construction Documents

Based on the approved Design Development drawings, the Consultant will prepare final construction drawings and specifications, which set forth in detail the requirements for construction of the landscape architectural items. Specifically the Consultant will:

- 1. Prepare drawings necessary to establish size, shape, dimensions and capacity of the work. Complement drawings with specifications, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work.

Drawings will include:

- a. Hardscape Layout for walks, plazas, walls, etc.
- b. Grading Layout for Proposed Elements
- c. Dimension Control Layout
- d. Hardscape Details



- e. Planting Plans
- f. Irrigation Plans

A preliminary estimate of construction cost will accompany the construction drawings to ensure that the designs fit the Project budget.

- 2. Coordinate construction drawings and specifications with other consultants as needed.
 - a. Contract Documents for restroom facilities or architectural design of custom pavilions or band shell must be prepared by a registered architect and are not covered in this agreement.
- 3. Update opinion of construction cost based upon final Construction Documents.

The following are not included under the terms of this Agreement:

- 1. Permit processing
- 2. Civil Engineering Services (utilities/drainage)
- 3. Detail drawings or specifications for the plumbing, electrical and surveying
- 4. Detail drawings or specifications for architectural items related to the restrooms or pavilions, including structural design

If requested by the Client, the Consultant will prepare an amendment to this Agreement with estimated fees for the above additional services as needed.

Fee.....\$30,000.00

D. Reimbursable Expenses

Reimbursable Expenses include expenses incurred by the Consultant in the interest of the Project. Reimbursable items under this Agreement shall include necessary mailings and deliveries, plots and copies for reports and exhibits, requested outside consultants, mileage, project related photography, any necessary permits or application fees, travel and airline expenses, penalties, change or cancellation fees. Any additional reimbursable items not described above will be reviewed and approved by the Client prior to being incurred.

Fee.....\$3,000.00



II. Fee Schedule

Based on our understanding of the aforementioned scope of services for the Project, we estimate the following fees will be required to accomplish the tasks. This contract will be administered on an hourly basis, not to exceed the amounts listed below without prior authorization by the Client. The Client shall compensate the Consultant as follows for the Basic Services outlined herein:

A. Basic Services

Conceptual Design	\$12,000.00
Design Development	\$20,000.00
Construction Documents	\$30,000.00
Reimbursables	<u>\$3,000.00</u>
	\$65,000.00

B. Rate Schedule

Principal	\$145.00 per hour
Director	\$130.00 per hour
Senior Project Manager	\$115.00 per hour
Project Manager	\$95.00 per hour
Staff Planner/Landscape Architect II	\$90.00 per hour
Staff Planner/Landscape Architect I	\$85.00 per hour
Administrative	\$65.00 per hour

C. Payment Terms

All work will be invoiced on a monthly basis. All invoices shall be paid within 30 days of the invoice date. All outstanding invoices greater than 30 days shall have 1.5% interest compounded monthly added to the invoice.

III. Extra Work

Any work required but not included as part of this contract shall be considered extra work. Extra work will be billed on a Time and Material basis with prior approval of the Client.

IV. Outside Consultants

The Consultant is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to Consultant for use in preparation of plans.

The Consultant is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Work.

V. Design Without Construction Review

It is agreed that the professional services of Consultant do not extend to or include the review or site observation of the contractor's work or performance. It is further agreed that the Client will defend, indemnify and hold harmless Consultant from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. Consultant agrees to be responsible for its employee's negligent acts, errors or omissions.

**VI. Attorneys' Fees**

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

VII. Certificate of Merit

The Client shall make no claim for professional negligence, either directly or in a third party claim, against Consultant unless the Client has first provided Consultant with a written certification executed by an independent design professional currently practicing in the same discipline as Consultant and licensed in the State of Texas. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

VIII. Standard of Care

Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

IX. Job Site Safety

Neither the professional activities of Consultant, nor the presence of Consultant's employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the Client's Agreement with the general contractor. The Client also agrees that the Client, Consultant and Consultant's consultants shall be indemnified and shall be made additional insureds under the general contractor's general liability insurance policy.

X. Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by the consultant under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by Consultant, shall be at the Client's sole risk, and Client shall indemnify and hold harmless Consultant from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

XI. Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, calculations, estimates and other documents including all documents on electronic media prepared by Consultant as instruments of service shall remain the property of Consultant. Consultant shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the Client at all reasonable times.

XII. Failure to Abide by Design Documents or to Obtain Guidance

The Client agrees that it would be unfair to hold Consultant liable for problems that might occur should Consultant's plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow Consultant's guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing Consultant's plans, specifications or other instruments of service. Accordingly, the Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim for injury or losses that results from failure to follow Consultant's plans, specifications or design intent, or for failure to obtain and/or follow Consultant's guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing Consultant's plans, specifications or other instruments of services. The Client also agrees to compensate Consultant for any time spent and expenses incurred by Consultant's prevailing fee schedule and expense reimbursement policy.

XIII. Design Information in Electronic Form

Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, Consultant reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. The Client shall retain copies of the work performed by Consultant in CADD form only for information and use by the Client for the specific purpose for which Consultant was engaged. Said materials shall not be used by the Client, or transferred to any other party, for use in other projects, additions to the current



project, or any other purpose for which the material was not strictly intended by Consultant without Consultant's express written permission.

Any use or reuse of original or altered CADD design materials by the Client, agents of the Client, or other parties without the review and written approval of Consultant shall be at the sole risk of the Client. Furthermore, the Client agrees to defend, indemnify, and hold Consultant harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The Client recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk and magnetic tape, may be subject to undetectable alteration and/or uncontrollable deterioration. The Client, therefore, agrees that Consultant shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time Consultant shall correct any errors detected by the Client to complete the design in accordance with the intent of the contract and specifications.

XIV. Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Consultant and Client agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

XV. Limitation of Liability

The Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and its sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Consultant and its sub-consultants to all those named shall not exceed Consultant's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

XVI. Hazardous Materials

It is acknowledged by both parties that Consultant's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Consultant or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Consultant's services, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist Consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

XVII. Exclusions and Limitations

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis.

Should the Client fail to pay for professional services hereunder, as billed within 30 days of such billing, Consultant shall be excused from rendering any further services under this project. No work shall be signed or sealed until payment in full is received.

XVIII. Inclement Weather

In the event of a substantial weather system effecting the completion of the said project, Consultant retains the right to renegotiate additional fees to cover time needed to complete the said project. Substantial weather conditions include but not limited to extensive rain, high winds, snow greater than two (2) inches and ice.

XIX. Time Limit

This Agreement must be executed within thirty (30) days of the composition date to be accepted under the terms set forth herein. This contract shall expire one year from date of execution.

Work cannot begin until we have your signed Agreement. If this Agreement merits your approval and acceptance, please sign both copies, retain one copy for your files and return one to our office.

XX. Statement of Jurisdiction

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The Texas Board of Architectural Examiners may be contacted by post at 333 Guadalupe, Suite 2-350, Austin, Texas 78701, by phone at (512) 305-9000 or fax (512) 305-8900.

**XXI. Approval and Acceptance**

We sincerely appreciate this opportunity to offer our services. If this Agreement merits your approval and acceptance, please sign below. Retain a copy for your files and return one to our office.

This Agreement is approved and accepted by the Client and Consultant upon both parties' signing and dating the Agreement. The effective date of the Agreement shall be the last date entered below.

SEC Planning, LLC**City of Taylor**

Mark Baker, ASLA
Principal

Authorized Representative
(Print name and title)



Signature

Signature

JANUARY 12, 2015
Date

Date



PROPOSAL/AGREEMENT

for

LANDSCAPE ARCHITECTURAL DESIGN SERVICES

BETWEEN

CITY OF TAYLOR

400 PORTER STREET
TAYLOR, TEXAS 76574
(hereinafter called the Client)

and

SEC PLANNING, LLC

4201 W. PARMER LANE
BUILDING A, SUITE 220
AUSTIN, TEXAS 78727
(hereinafter called the Consultant)

for

**GATEWAY SIGN PACKAGE AND
LANDSCAPE DEVELOPMENT FOR
TAYLOR, TEXAS**

(hereinafter called the Project)

TAYL-150129

JANUARY 12, 2016

REVISED: FEBRUARY 18, 2016

REVISED: FEBRUARY 22, 2016

**PREPARED BY:
MARK BAKER, ASLA
PRINCIPAL**



**Agreement for Professional Landscape Architectural Design Services
Job No. TAYL-150129**

The Consultant will provide Landscape Architectural Services required for the Project as outlined below:

I. Basic Services

A. Conceptual Design

Working with the Client and the Client's design team, the Consultant will prepare a wayfinding and gateway signage design for the City.

The Consultant will interview members of City staff and community stakeholders to establish a vision for the gateways into Taylor. If desired by staff, the Consultant will facilitate up to two (2) public workshops or visioning meetings to gather feedback.

Based upon feedback collected from the City and the community, the Consultant will develop a unifying Conceptual Design for the family of signage. Working with the Client, the Consultant will prepare up to four (4) conceptual design alternatives to create a distinct community gateway(s) for the City. The alternatives will address:

1. Gateway Signage
2. Parking and Directional Signs
3. Downtown Wayfinding Signs

In order to convey the proposed alternatives, the Consultant will provide the Client with representative illustrations such as conceptual plans, elevations, sketches, photographs, etc. The presentation boards will be presented to one (1) meeting with the City staff and up to two (2) meetings at City Council at a time to be determined.

Once the conceptual design package has been reviewed with the Client, the Consultant will perform up to two (2) minor revisions to the design as requested by the Client.

Fee.....\$16,000.00

B. Design Development

Based on the approved Conceptual Design, the Consultant will prepare drawings required to illustrate and describe the size and character of the landscape improvements for the Project. The design development will include the refinement of a conceptual design with more detail related to materials, colors, dimension, etc. Items which will be further refined include:

1. Comprehensive wayfinding and signage design system
2. City gateway sign
3. Details for a parking signage package for downtown



4. Wayfinding signage for key downtown destinations including but not limited to, City Hall public parking, Heritage Square and the First Street Market Place and the Amtrak station.
5. Opportunities for downtown landscape enhancements such as planters and/or hanging baskets.

Plans and elevations will be prepared to illustrate the designs. A preliminary opinion of construction cost will accompany the proposals to ensure that the designs fit the Project budget. The Consultant will assist the City staff with understanding and addressing design regulations from the Texas Department of Transportation (TxDOT) for signage within a highway right of way. The City staff will serve as the primary contact to TxDOT.

The design options will be provided on presentation boards and in digital format for use in public displays or the City website and will include a detailed manual of the signage and wayfinding system. The presentation material will include color plans, elevations, sketches and photos as necessary to visually communicate the design theme.

While the plans will be of a detailed nature, they are intended to be used as a design guide by the Client and not as final construction documents.

Fee.....\$10,000.00

C. Construction Documents

Based on the approved Design Development drawings, the Consultant will prepare final construction drawings and specifications, which set forth in detail the requirements for construction of the gateway and wayfinding signs. Specifically the Consultant will:

1. Prepare drawings necessary to establish size, shape, dimensions and capacity of the work. Complement drawings with specifications, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work. Drawings will be prepared for the following sign locations:
 - Up to three (3) Gateway Signs (final locations to be determined)
 - Downtown wayfinding and parking signs
 - Downtown landscaping planters/baskets
2. Prepare sign location context map and presentation for the City to review each gateway sign location. The Consultant will assist the City in compiling land ownership information, traffic counts, utility availability, and physical constraints for each gateway location to assist in evaluating the cost and priority for the gateways.
3. Coordinate construction drawings and specifications with other consultants. Within the scope of this contract, the Consultant will employ the services of a structural engineer for any wall footings and foundation design for the gateway signs. The consultant may also consult with a sign company to prepare details for the sign letters and logo artwork.
4. Update construction opinion of cost based upon final Contract Documents.



5. The Consultant will attend up to three (3) meetings with City staff during the scope of this contract documents.

The following are not included under the terms of this Agreement:

1. Permit processing
2. Detail drawings or specifications for the plumbing, electrical and surveying
3. Geotechnical reports or soil borings for structural design.

If requested by the Client, the Consultant will prepare an amendment to this Agreement with estimated fees for the above additional services as needed.

Fee.....\$20,000.00

D. Reimbursable Expenses

Reimbursable Expenses include expenses incurred by the Consultant in the interest of the Project. Reimbursable items under this Agreement shall include necessary mailings and deliveries, plots and copies for reports and exhibits, requested outside consultants, mileage, project related photography, any necessary permits or application fees, travel and airline expenses, penalties, change or cancellation fees. Any additional reimbursable items not described above will be reviewed and approved by the Client prior to being incurred.

Fee.....\$2,000.00

Additional Services Not Included within this Agreement

E. Contract Administration

Upon request by the Client, the Consultant will provide construction Contract Administration services for which the Consultant prepared Construction Documents. If this service is requested, the Consultant will coordinate with the Client to define the extent of involvement and the desired scope of services. Contract Administration services may include:

1. Assist the Client, or Client's Representative, in obtaining bids and in awarding and preparing contracts for construction based on the Contract Documents.
2. The Consultant shall visit the Project during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is progressing in accordance with the Contract Documents. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous Project review and observation services. The Consultant does not guarantee the performance of, and shall have no responsibility for, the acts or



omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s).

3. Prepare written communication to the Client related to the construction progress, including:
 - a. Process submittals, including request for information, shop drawings, product data and samples.
 - b. Prepare and distribute necessary change orders to define work to be added, deleted or modified.
 - c. Review applications for payment from Contractor.
 - d. Prepare progress memorandums.
4. Assist the Client in conducting a final observation of items of construction, for conformity with Contract Documents, and verify the list submitted by the Contractor of items to be completed or corrected prior to final acceptance.

Fee.....to be determined

II. Fee Schedule

Based on our understanding of the aforementioned scope of services for the Project, we estimate the following fees will be required to accomplish the tasks. This contract will be administered on an hourly basis, not to exceed the amounts listed below without prior authorization by the Client. The Client shall compensate the Consultant as follows for the Basic Services outlined herein:

A. Basic Services

Conceptual Design	\$16,000.00
Design Development	\$10,000.00
Construction Documents	\$20,000.00
Reimbursables	<u>\$2,000.00</u>
	\$48,000.00

B. Rate Schedule

Principal	\$145.00 per hour
Director	\$130.00 per hour
Senior Project Manager	\$115.00 per hour
Project Manager	\$95.00 per hour
Staff Planner/Landscape Architect II	\$90.00 per hour
Staff Planner/Landscape Architect I	\$85.00 per hour
Administrative	\$65.00 per hour



C. Payment Terms

All work will be invoiced on a monthly basis. All invoices shall be paid within 30 days of the invoice date. All outstanding invoices greater than 30 days shall have 1.5% interest compounded monthly added to the invoice.

III. Extra Work

Any work required but not included as part of this contract shall be considered extra work. Extra work will be billed on a Time and Material basis with prior approval of the Client.

IV. Outside Consultants

The Consultant is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to Consultant for use in preparation of plans.

The Consultant is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Work.

V. Design Without Construction Review

It is agreed that the professional services of Consultant do not extend to or include the review or site observation of the contractor's work or performance. It is further agreed that the Client will defend, indemnify and hold harmless Consultant from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. Consultant agrees to be responsible for its employee's negligent acts, errors or omissions.

VI. Attorneys' Fees

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

VII. Certificate of Merit

The Client shall make no claim for professional negligence, either directly or in a third party claim, against Consultant unless the Client has first provided Consultant with a written certification executed by an independent design professional currently practicing in the same discipline as Consultant and licensed in the State of Texas. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

VIII. Standard of Care

Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

IX. Job Site Safety

Neither the professional activities of Consultant, nor the presence of Consultant's employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the Client's Agreement with the general contractor. The Client also agrees that the Client, Consultant and Consultant's consultants shall be indemnified and shall be made additional insureds under the general contractor's general liability insurance policy.

X. Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by the consultant under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by Consultant, shall be at the



Client's sole risk, and Client shall indemnify and hold harmless Consultant from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

XI. Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, calculations, estimates and other documents including all documents on electronic media prepared by Consultant as instruments of service shall remain the property of Consultant. Consultant shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the Client at all reasonable times.

XII. Failure to Abide by Design Documents or to Obtain Guidance

The Client agrees that it would be unfair to hold Consultant liable for problems that might occur should Consultant's plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow Consultant's guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing Consultant's plans, specifications or other instruments of service. Accordingly, the Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim for injury or losses that results from failure to follow Consultant's plans, specifications or design intent, or for failure to obtain and/or follow Consultant's guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing Consultant's plans, specifications or other instruments of services. The Client also agrees to compensate Consultant for any time spent and expenses incurred by Consultant's prevailing fee schedule and expense reimbursement policy.

XIII. Design Information in Electronic Form

Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, Consultant reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. The Client shall retain copies of the work performed by Consultant in CADD form only for information and use by the Client for the specific purpose for which Consultant was engaged. Said materials shall not be used by the Client, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by Consultant without Consultant's express written permission.

Any use or reuse of original or altered CADD design materials by the Client, agents of the Client, or other parties without the review and written approval of Consultant shall be at the sole risk of the Client. Furthermore, the Client agrees to defend, indemnify, and hold Consultant harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The Client recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk and magnetic tape, may be subject to undetectable alteration and/or uncontrollable deterioration. The Client, therefore, agrees that Consultant shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time Consultant shall correct any errors detected by the Client to complete the design in accordance with the intent of the contract and specifications.

XIV. Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Consultant and Client agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

XV. Limitation of Liability

The Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and its sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Consultant and its sub-consultants to all those named shall not exceed Consultant's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

XVI. Hazardous Materials

It is acknowledged by both parties that Consultant's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Consultant or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Consultant's services, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist Consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

**XVII. Exclusions and Limitations**

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis.

Should the Client fail to pay for professional services hereunder, as billed within 30 days of such billing, Consultant shall be excused from rendering any further services under this project. No work shall be signed or sealed until payment in full is received.

XVIII. Inconvenient Weather

In the event of a substantial weather system effecting the completion of the said project, Consultant retains the right to renegotiate additional fees to cover time needed to complete the said project. Substantial weather conditions include but not limited to extensive rain, high winds, snow greater than two (2) inches and ice.

XIX. Time Limit

This Agreement must be executed within thirty (30) days of the composition date to be accepted under the terms set forth herein. This contract shall expire one year from date of execution.

Work cannot begin until we have your signed Agreement. If this Agreement merits your approval and acceptance, please sign both copies, retain one copy for your files and return one to our office.

XX. Statement of Jurisdiction

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The Texas Board of Architectural Examiners may be contacted by post at 333 Guadalupe, Suite 2-350, Austin, Texas 78701, by phone at (512) 305-9000 or fax (512) 305-8900.

XXI. Approval and Acceptance

We sincerely appreciate this opportunity to offer our services. If this Agreement merits your approval and acceptance, please sign below. Retain a copy for your files and return one to our office.

This Agreement is approved and accepted by the Client and Consultant upon both parties' signing and dating the Agreement. The effective date of the Agreement shall be the last date entered below.

SEC Planning, LLC

Mark Baker, ASLA
Principal


Signature

FEBRUARY 22, 2016
Date

City of Taylor

Isaac D. Turner, City Manager
Authorized Representative
(Print name and title)


Signature

2/23/16
Date



***City Council Meeting
April 14, 2016
Agenda Item Transmittal***

Agenda Item #: 8

Agenda Title: Consider awarding bid for HOME Program management services.

Council Action to be taken: Award bid for HOME Program management services.

Initiating Department: Development Services Department

Staff Contact: Ashley Lumpkin, AICP, Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to present and discuss awarding the bid for the HOME Program management services contract.

2. DESCRIPTION/ JUSTIFICATION

Langford Community Management Services, Inc. has been the administrator for the HOME Program on behalf of the City of Taylor for over a decade. The previous contract expired in April 2015. This contract is necessary to follow the state procurement rules through Texas Department of Housing and Community Affairs (TDHCA).

A RFP was issued in March and was due into the City by 5 p.m. on March 17, 2015. The RFP was published in the Taylor Daily Press on March 6th and 9th, 2016. Langford Community Management Services, Inc. is the only responder.

The City has participated in the HOME program since 2003 and has built 20 home and, with the current award another four home should be able to be constructed with this program.

3. FINANCIAL/BUDGET

Both grant programs are fully funded by the Texas Department of Housing and Community Affairs (TDHCA).

4. TIMELINE CONSIDERATIONS

There are six months from the time the award was granted to the City in March to get the viable applications back to TDCHA for final approval.

5. RECOMMENDATION

Staff recommends approving the HOME Program services contract.

6. REFERENCE FILES

[8a. HOME Program Management](#) Services Contract



COMMUNITY MANAGEMENT SERVICES

Serving Texas Cities and Counties

March 7, 2016

Judy Langford, President

Margaret J. Hardin, Vice President

Noel Bernal, Assistant City Manager
City of Taylor
400 Porter Street
Taylor, TX 76574

RE: Proposal to Administer the City of Taylor Texas HOME – Housing Rehabilitation Assistance Program for the Pending Award Contract through the Texas Department of Housing and Community Affairs (TDHCA)

Dear Mr. Bernal,

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

Our firm's grant consultant qualifications are extensive. Langford Community Management Services opened its doors as Bill Langford Associates in 1983. At that time the business was a sole-proprietorship owned by Bill Langford. We incorporated in 1998 as Langford Community Management Services, Inc. (LCMS) as a Women-Owned Business Enterprise. For the past 31 years, we have worked with cities and counties to handle their grant writing and grant administration needs.

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

- **Financial Management:** Our firm maintains a financial management journal that documents vouchers, receipt of funds, local match expenditures, and payments to contractors. Financial advice is always available from our company to the locality. Upon request, we will also provide additional financial reports to the governing body.
- **Record-keeping Requirements:** Upon award of grant funds, we will set up a complete filing system for the City. A duplicate set will be maintained in our office in Austin. We will prepare and submit all required documents on a timely basis.
- **Environmental Clearance Procedures:** Our firm completes the environmental assessment and ensures all clearance procedures are met. This includes lead-based paint clearance if necessary.
- **Client Identification, Intake, and Qualification for Assistance:** We will prepare all application forms and procedures, conduct all intake interviews, and verify application and income information. We will rank applicants based on objective criteria approved by the locality's governing body.
- **Affirmative Marketing, Fair Housing, Equal Employment Opportunity, Section 504, and Labor Standards Requirements:** Our assistance will be provided to the City throughout the project to ensure compliance with all these areas of federal regulation. All necessary paperwork will be generated by our office and submitted to TDHCA on a timely basis.
- **Bid/Contract Award Process:** Our Company will provide architect-sealed house plans and outline specifications for the project. Our staff will handle preparation of the invitation for bid, the bidding process, and will assist the City with the award of the construction contract.

- Construction Monitoring: Our office will oversee all aspects of the construction and/or rehabilitation of the homes and will monitor all project activity during construction. Appropriate forms will be submitted to TDHCA as necessary.
- Contract Close-out: Our assistance to the City includes preparation of the final completion reports. We are also available to work with your auditor until the final financial and programmatic examinations are completed. We will continue to work with the City after the construction is complete to make sure that program rules and regulations are satisfied.
- Loan Closings: Langford Community Management Services, Inc. is licensed through Nationwide Mortgage Licensing System & Registry for Loan Origination, NMLS ID: 630095. Karen Rego RMLO #1209925.

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

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

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

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

Judy Langford	judy@lcmsinc.com
Margaret Hardin	margaret@lcmsinc.com
Karen Rego	karen@lcmsinc.com
Beth Schreiber	beth@lcmsinc.com

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

Sincerely,



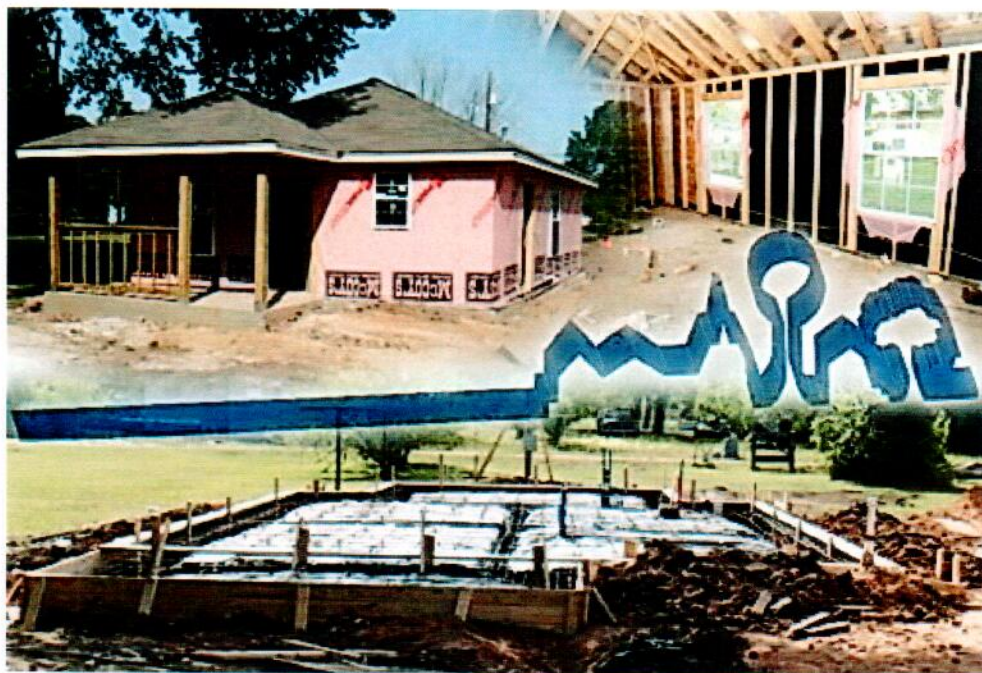
Judy Langford
President

Enclosures: 3 HOME Proposals

LANGFORD COMMUNITY MANAGEMENT SERVICES, INC.

City of Taylor

*Serving Texas
Cities and Counties*



LCMS, INC.

13740 Research Blvd.
Suite G1
Austin, Texas 78750

Phone: (512) 452-0432
Fax: (512) 452-5380
Email: judy@lcmsinc.com

Proposal for Management Services HOME Housing Rehabilitation Assistance Program

March 7, 2016

LANGFORD

COMMUNITY MANAGEMENT SERVICES





HOME HRA – Construction of a new home administered by LCMS

GRANT ADMINISTRATION EXPERIENCE

Background of the Firm

Langford Community Management Services began in 1983 as Bill Langford Associates, a grant consulting firm specializing in the infrastructure needs of cities and counties. Bill Langford made his career in City Management and as the Executive Director of the Deep East Texas Council of Governments. Judy Langford joined the firm in 1991 having worked for the State and City for over 9 years. Margaret Hardin became part of the team in 1995 coming from city and local government for over 12 years. As it grew, the business was incorporated in 1997 as Langford Community Management Services, Inc. (LCMS), a women-owned business enterprise. With its roots in public service, LCMS strives to meet our clients' needs with the recognition that all local governments are in place to assist the public and provide services based on taxpayers monies.

LCMS has worked with the Texas Department of Housing and Community Affairs (TDHCA) HOME Program since the early part of 2000. The firm has worked closely with TDHCA offering suggestions and comments that have helped evolve the HOME program over the years.

Our firm's qualifications to be your grant consultant are extensive. Over the last 2 years, LCMS has helped our communities by obtaining HOME funds for over 50 houses in Texas. LCMS has written and administered many millions of dollars in grants and loans from other state and federal agencies, including the Texas Department of Agriculture, General Land Office, Texas Department of Emergency Management, Texas Department of Economic Development, Texas

Parks and Wildlife, Texas Department of Transportation, Texas Water Development Board, Texas Water Commission (now Texas Commission on Environmental Quality), Department of Energy (DOE), State Energy Conservation Office (SECO), Housing and Urban Development (HUD), United States Department of Agriculture (USDA), Texas Historical Commission (THC) U.S. Department of Justice (DOJ), Federal Emergency Management Agency (FEMA) and the Economic Development Administration (EDA).

The Scope of Work provided by Langford Community Management Services is total and complete. Our services go well beyond those that are normally proposed, such as maintaining close contact with State and Federal Agencies, preparing and personally delivering materials to the State offices. This insures an efficient tracking system and more-timely processing of payments and required documents. Under each of our administration contracts, we continue to work with communities after the construction of a project is complete to make sure that program rules and regulations are satisfied. Our firm is intricately familiar with the needs of cities and counties, and we understand the need for a grant administrator to manage a project completely.

Qualifications of Key Personnel

LCMS will provide an experienced team to manage the project, having a combined HOME/CDBG experience of over 80 years. Since 1991, Judy Langford, President, has written and administered CDBG grants for cities and counties. Margaret Hardin, Vice-President/Secretary, previously worked with grants from the City side and has written and administered CDBG grants with LCMS since 1995. Julie Hartley, Project Manager, worked for the State CDBG program for many years. She joined the team in 2013, bringing a wealth of knowledge regarding the program.

Karen Rego is our HOME specialist. Since joining our firm over 2 years ago she has been instrumental in gaining funding, approval and overseeing the building of over 50 homes within the HOME program. Karen also has a Mortgage Origination License (1209925) required to close on HOME funded programs that fall under a loan status, such as a repayable loan or a forgivable loan.

Resumes of these and other staff are attached. As a small firm, the City will receive services directly from the ownership of the business.

Within this proposal is a full list of references and projects. The community is welcome to contact any of these references.

Availability and Dedication

LCMS was built on the dedication and successful implementation of programs for cities and counties. If selected, LCMS stands ready to apply this same dedication to the community and its HOME program. This proposal is for an initial contract term of two (2) years or till the completion of the homes in the process of construction under the existing contract.

Approach to Providing Services

LCMS understands the need for the selected consulting firm to administer and manage the City's HOME program entirely. This is the stance our firm takes on all contracts. LCMS will

organize the program in such a way that the City will ultimately be responsible only for internal processes such as final review and approval of the draws. Homeowner application process, Tiered Environmental Reviews along with construction management will be necessary on these projects and LCMS is very experienced with these reviews and the associated processes anticipated by the HOME program.

WORK PERFORMANCE WITH TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) HOME PROGRAM.

Scope of Work

With over 15 years of experience working with TDHCA and administering projects for the HOME program, LCMS provides an all-inclusive management of a project. A proven success is our personal attention to the program that ensures proper application processes, homeowner satisfaction, construction management and required documents.

Our team stands ready to provide the City of Taylor the following management services for TDHCA HOME Program within each of the following areas:

Project Management

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

Financial Management

- Assist the Administrator in proving its ability to manage the grant funds to the state's audit division
- Assist the Administrator in establishing and maintaining a Direct Deposit bank account and/or separate local bank account, journals and ledgers

- Assist the Administrator in submitting the required Direct Deposit Authorization form, the Texas Application of Payee Identification Number, the Identification of Contract Administrator form and any other forms as required by TDHCA.
- Prepare all fund drawdown on behalf of the administrator in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
- Review invoices received for payment and file back-up documentation
- Provide general advice and technical assistance to Administrator's personnel regarding implementation of project and regulatory matters.
- Assist the Administrator in establishing procedures to handle the use of any HOME program income.

Environmental Review

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

Homeowner Rehabilitation/Reconstruction Assistance – HRA/PWD

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

Fair Housing / Equal Opportunity

- Assist the Administrator in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
- Maintain documentation of all project beneficiaries by ethnicity and gender.
- Prepare Section 3 and Affirmative Marketing Plan

- Perform all Section 504 requirements and prepare documentation as necessary
- Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.

Audit / Close-Out Procedures

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

STATEMENT OF QUALIFICATIONS

Our firm's grant consultant qualifications are extensive. For the past 31 years, we have worked with cities and counties to handle their grant writing and grant administration needs. We have administered numerous federally-funded, local, public works, and construction projects, including many HOME HRA projects. Project lists by type are included within this proposal.

WORK PERFORMANCE ON CURRENT AND PAST PROJECTS

LCMS is currently contracted with the Texas Department of Housing and Community Affairs for, or have completed, new homes under the HOME HRA Program in numerous cities and counties. See list in proposal.

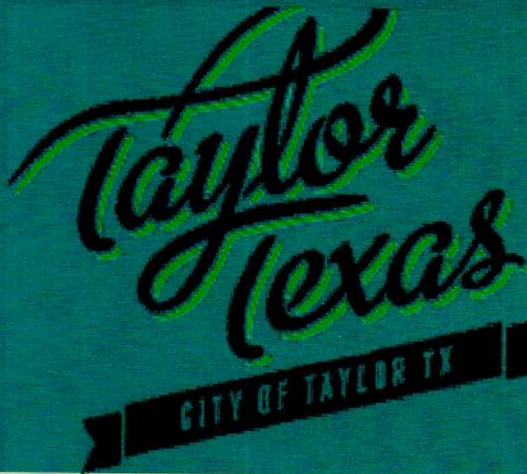
CAPACITY TO PERFORM

LCMS ranks our employees as our #1 asset. Our work with more than 70 communities would not be possible without the knowledge, experience and skills of our staff members. LCMS has in place a strong team with vast training and experience in the HOME program, as well as beneficial programs such as Texas Capital Fund. LCMS staff are trained and certified for various programs through the Texas Department of Agriculture to be administrators of the TxCDBG Program. Many of the staff are GLO- and CDBG-trained for environmental reviews, and trained and certified with the Texas Department of Transportation for administration of TxDOT projects.

Resumes for LCMS staff are included in this proposal.

HISTORICALLY UNDERUTILIZED BUSINESS

LCMS is a State of Texas Certified Historically Underutilized Business (HUB) and an Equal Opportunity Employer. Please see attached State Certificate.



CITY OF TAYLOR HOME PROGRAM

Coming Soon!

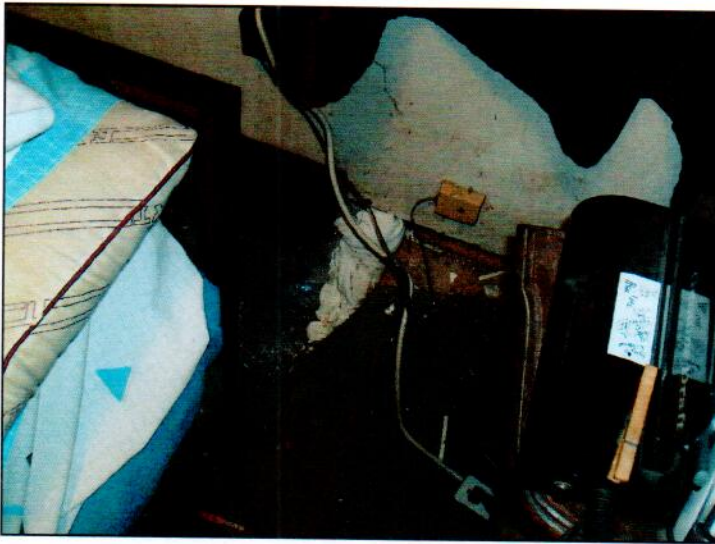
Four more homes
funded by the
HOME Program.

**Congratulations to the homeowners of The
City of TAYLOR'S homes finished and funded
by the HOME Program.**



Application for the HOME Program can be picked up at:
City Hall, 400 Porter Street, Taylor Texas .

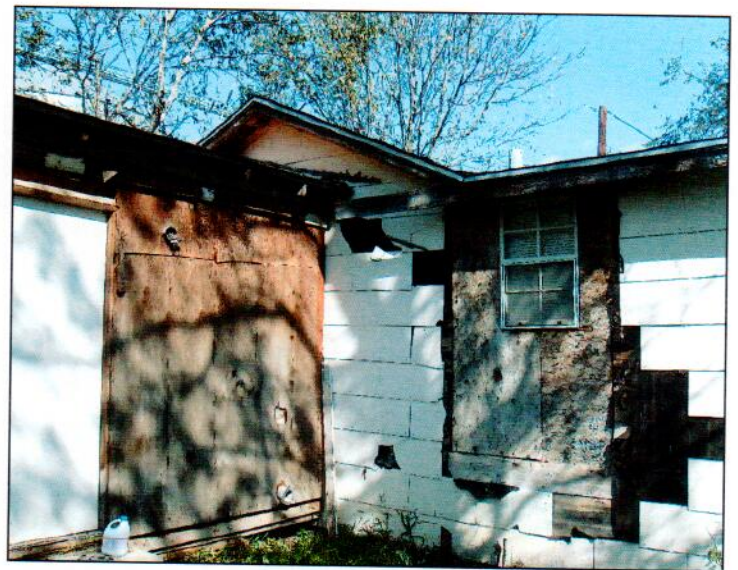
BEFORE PHOTOS - The Wells Household



The Wells Household - After the HOME Program



BEFORE PHOTOS - The Ellis Household



The Ellis Household - After the HOME Program



MANAGEMENT CONSULTING AND GRANT ADMINISTRATION

LIST OF REFERENCES

CITIES AND COUNTIES

Atascosa County	Bob Hurley, County Judge (830) 769-3093
City of Bandera	Lamar Schulz, City Administrator (830) 796-3765
City of Bartlett	Chris Hill, City Administrator (254) 527-3219
City of Bastrop	Mike Talbot, City Manager (512) 321-3941
Bastrop County	Paul Pape, County Judge (512) 332-7201
Bee County	April Cantu, County Auditor (361) 362-3200
City of Bertram	Georgina Hernandez, City Secretary (512) 355-2197
City of Blanco	M. Bruce Peele, Mayor (830) 833-4525
City of Buda	Kenneth Williams, City Manager (512) 312-0084
City of Bynum	Mada Barron, City Secretary (254) 623-4400
City of Cedar Park	Curt Randa, Parks & Recreation Director (512) 258-4121
City of Charlotte	Gracie Garcia, City Secretary (830) 277-1414
City of Christine	Odel Vasquez, Mayor (830) 784-3320
City of Cisco	Peggy Ledbetter, Finance Director (254) 442-2111
City of Devine	Dora Rodriguez, City Secretary (830) 663-2804

MANAGEMENT CONSULTING AND GRANT ADMINISTRATION

LIST OF REFERENCES (continued)

City of Elgin	Amy Miller, Community Development (512) 285-5721
City of Falls City	Lauren Sturm, City Secretary (830) 254-3242
Fayette County	Edward Janecka, County Judge (979) 968-6469
City of Fayetteville	Ronnie Pflughaupt, Mayor (979) 378-2559
City of Flatonia	Melissa Brunner, City Secretary (361) 865-3548
City of Florence	Amy Crane, City Secretary (254) 793-2490
City of Gatesville	William H. Parry III, City Manager (254) 865-8951
City of Giddings	Clifton Wachsmann, Finance Director (979) 540-2710
City of Hallettsville	Jason Cozza, City Administrator (361) 798-3681
City of Harker Heights	Alberta Barrett, Finance Director (254) 953-5600
Hays County	Jeff Hauff, Grants Coordinator (512) 393-2211
City of Hondo	Kim Davis, City Manager (830) 426-3378
City of Karnes City	Mely Martinez, City Secretary (830) 780-3422
Karnes County	Lajuana Kasprzyk, County Auditor (830) 780-3732
City of Kennedy	Ford Patton, City Manager (830) 583-2230
City of La Coste	George Salzman, City Administrator (830) 985-9494
City of La Feria	Sunny Philip, City Manager (956) 797-2261

MANAGEMENT CONSULTING AND GRANT ADMINISTRATION

LIST OF REFERENCES (continued)

City of La Grange	Shawn Raborn, City Manager (979) 968-5805
City of Lampasas	Finley deGraffenried, City Manager (512) 556-6831
Live Oak County	Jim Huff, County Judge (361) 449-2733
City of Lyford	Lydia Moreno, City Secretary (946) 347-3512
City of Marble Falls	Margie Cardenas, Chief Financial Officer (830) 693-3615
City of Martindale	Tom Forrest, City Administrator (512) 256-2639
City of Moody	William Sterling, City Administrator (254) 853-2314
McMullen County	James Teal, County Judge (361) 274-3341
City of New Braunfels	Shannon Mattingly, Planning Director (830) 221-4050
City of Nolanville	Gary Kent, Police Chief (254) 698-6335
City of Robinson	Robert E. Cervenka, City Manager (254) 662-1415
City of Rockdale	John King, Mayor (512) 446-2511
City of Runge	Homer Lott, Jr., Mayor (830) 239-4121
City of San Marcos	Rodney Cobb, Parks & Recreation Director Janis Hendrix, CDBG Program Administrator (512) 393-8147
City of Smiley	Ellis Villasana, Mayor (830) 587-6220
City of Smithville	Brenda Page, City Secretary (512) 237-3282
City of Taylor	Rosemarie Dennis, Finance Director (512) 352-3675

MANAGEMENT CONSULTING AND GRANT ADMINISTRATION
LIST OF REFERENCES (continued)

City of Thrall	Troy Marx, Mayor (512) 898-5306
City of Weimar	Dolores Stoeve, City Secretary (979) 725-8554
Williamson County	Sally Bardwell, CDBG Grants Coordinator (512) 943-3757
City of Wimberley	Don Ferguson, City Administrator (512) 847-0025
Wilson County	Albert Gamez, County Commissioner, Pct. 1 (830) 393-7441 Paul Pfiel, County Commissioner, Pct. 2 (830) 393-7304

TEXAS DEPARTMENT OF HOUSING & COMMUNITY AFFAIRS

HOME PROGRAM Completed Projects

Bastrop Family Crisis Center	City of La Grange
City of Bartlett	City of Marble Falls
City of Charlotte	City of Moody
City of Cisco	City of Rockdale
City of Devine	City of Smithville
City of Flatonia	City of Taylor
City of Florence	City of Thrall
City of Hallettsville	City of Three Rivers
City of Harker Heights	City of Yoakum
City of Gatesville	City of Weimar
City of La Feria	Willacy County

Housing Trust Fund Completed Projects

City of New Braunfels

HOMEbuyers Assistance Program Completed Projects

City of La Feria

Amy Young Barrier Removal Program Completed Projects

City of Taylor
City of Marble Falls

JUDY LANGFORD

President

PROFESSIONAL EXPERIENCE

Management Consultant, Langford Community Management Services, Austin, Texas

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

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

Quality Assurance Coordinator, Kerrville State Hospital, Kerrville, Texas

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

EDUCATION

Bachelor's Degree, The University of Texas at Austin

WORKSHOPS and TRAININGS

Texas Department of Agriculture Grant Application and Implementation Workshops
General Land Office Disaster Recovery Program Training
Texas Department of Transportation Grant Workshops
Texas Safe Routes to School Grant Administration Workshops
Texas Department of Housing and Community Affairs Grant Administration Workshops
Texas Municipal League Annual Conferences

CERTIFICATIONS

Texas Engineering Extension Service - Texas Department of Transportation LGPP
Qualified

Texas Department of Agriculture Administration Certified

MARGARET J. HARDIN

Vice-President/Secretary-Treasurer

PROFESSIONAL EXPERIENCE

Management Consultant, Langford Community Management Services, Austin, Texas

November 1995 to current: Co-owner of Langford Community Management Services, Inc. Write, review and administer competitive grants on behalf of rural cities and counties throughout the State of Texas. Responsible for the correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the following agencies: Texas Department of Rural Affairs, Texas Department of Rural Affairs – Disaster Recovery Division; Texas Department of Agriculture; Texas Parks & Wildlife Department; Texas Historical Commission; and Texas Department of Transportation. Oversee financial management, monitor construction and engineering activities for grantees. Oversee and process certified payrolls for community projects. Responsible for the environmental clearance of projects to include the submission and maintenance of the Environmental Review Record for projects as needed. Conduct public hearings for grant programs at city council and commissioner's court meetings as needed. Insure communities we represent comply with applicable State & Federal rules and regulations from application through administration. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs. Collaborate with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

Assistant City Manager/City Secretary, Llano, Texas.

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

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

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

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

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

Llano County Treasurer, Llano, Texas

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

(continued)

Margaret Hardin, continued.

Secretary, Llano County Extension Service, Llano, Texas

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

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

August 1977 to August 1980: Responsible for financial record keeping. Supervised accounts payable, payroll, and daily reports. Prepared and submitted all tax reports and deposits. Assisted president and controller with cash flow and communications with creditors. Performed front office duties as needed.

Bookkeeping Assistant, Ed Flood Oil Company, Amarillo, Texas

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

City Secretary/Treasurer, Groom, Texas.

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

Assistant Clerk, Groom, Texas

Assisted City Secretary – Groom, Texas

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

EDUCATION

Austin Community College; 1978-1979
Clarendon Junior College; 1971

WORKSHOPS and TRAININGS

Texas Department of Rural Affairs Grant Application and Implementation Workshops
Texas Department of Housing and Community Affairs Grant Workshops
Texas Department of Transportation Grant Workshops
Texas Safe Routes to School Grant Administration Workshops
Texas Engineering Extension Service City Managers Problems Clinic
Texas Municipal League Annual Conference
Texas County Treasurers' Association Annual Conference

CERTIFICATIONS

Texas Engineering Extension Service - Texas Department of Transportation LGPP Qualified
Texas County Treasurers' Certification

KAREN REGO

Management Consultant

PROFESSIONAL EXPERIENCE

Management Consultant, Langford Community Management Services, Austin, Texas

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

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

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

President, LowCarb Success, Austin, Texas

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

Talent Coordinator, Performer, Honolulu Hawaii

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

EXPERTISE

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

WORKSHOPS and TRAININGS

Texas Department of Housing and Community Affairs Grant Workshops

LICENSES

Mortgage Loan Originator, License #1209925

BETH SCHREIBER

Management Consultant

PROFESSIONAL EXPERIENCE

Management Consultant, Langford Community Management Services, Austin, Texas

March 2010 to present: Write, review and administer competitive grants on behalf of rural cities and counties throughout the State of Texas. Responsible for the correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the following agencies: U.S. Department of Energy – Energy Efficiency and Conservation Block Grant Program; State Energy Conservation Office; Texas Criminal Justice Division, Texas Division of Emergency Management; Texas Parks and Wildlife. Oversee financial management, monitor construction and engineering activities for grantees. Oversee and process certified payrolls for community projects. Conduct public hearings for grant programs at city council and commissioner's court meetings as needed. Insure communities we represent comply with applicable State & Federal rules and regulations from application through administration. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs. Collaborate with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

Independent Grant Writer, Austin, Texas

March 2006 to March 2010: *Funded grants:* CAPCOG, LCRA, TCEQ/TERP, FEMA/SAFER, OAG, DSHS, CDBG and United Way Grants

Executive Director, Greater Orange Area Literacy Services, Inc., Orange, Texas

January 2003 to December 2005: Executed program management, grant applications and administration, recruitment, recordkeeping.

Business and Ethics Instructor, Lamar State College, Orange, Texas

March 2001 to November 2003: Instructed/coached massage therapy students in business practices/ethics.

Workforce Development Specialist, Texas Workforce Center

July 1996 – July 2000: Training and employment counselor for dislocated and disadvantaged workers.

EDUCATION

BBA Management, Human Resource Management, Lamar University

WORKSHOPS AND TRAININGS

Texas Municipal League Annual Conference
CDBG Implementation Workshop
HUD Foundations in Environmental Review
TxDOT Local Government Project Procedures for Qualification

CERTIFICATIONS

Professional in Human Resources Certification (PHR)
TxDOT Local Government Project Procedures for Qualification

MELISA DURHAM

Management Consultant

PROFESSIONAL EXPERIENCE

Management Consultant, Langford Community Management Services, Austin, Texas

August 2013 to present: Prepare Environmental Review Records (ERR) for Texas Department of Agriculture's Office of Rural Affairs' Community Development projects administered by Langford and the General Land Office. The ERR includes research and determination of information as to whether the human environment would be negatively impacted by the project activities and outcome; publishing of Public Notices; Coordination with the Texas Historical Commission, Texas Coastal Program, United States Fish and Wildlife Service, Texas Parks and Wildlife Department, Environmental Protection Agency, Texas Department of Agriculture, engineers, administrator and Grantee staff.

Assist with writing of competitive grants on behalf of rural cities and counties throughout the State of Texas, and correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the following agencies: Texas Department of Rural Affairs, Texas Department of Rural Affairs – Disaster Recovery Division; Texas Department of Agriculture; Texas Parks & Wildlife Department; Texas Historical Commission; Texas Department of Economic Development; Texas Department of Transportation; as well as private entities such as HNTB. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs. Collaborate with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

Office Manager, Frontera Administrative Services, Inc., Austin, Texas

June 2009 to June 2013: Co-managed grant projects funded through the Texas Department of Transportation Border Colonia Access Paving (BCAP), Texas Department of Agriculture Community Development (CDBG), and Texas Water Development Board Economically Distressed Areas Program (EDAP): Write, review and administer competitive grants on behalf of rural cities and counties throughout the State of Texas. Responsible for the correspondence and submission of grant applications. Oversee financial management, monitor construction and engineering activities for grantees. Oversee and process certified payrolls for community projects. Responsible for the environmental clearance of projects to include the submission and maintenance of the Environmental Review Record for projects as needed. Insure communities we represent comply with applicable State & Federal rules and regulations from application through administration. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs. Collaborate with communities and their public works and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

WORKSHOPS and TRAININGS

The Office of Rural Affairs Implementation Workshops

The Office of Rural Affairs TxCDBG Administrator Certification Workshops

Texas Municipal League Annual Conferences

TDHCA 1st Thursday Eligibility Training for Affordable Housing Programs

TDHCA Environmental Review and Clearance for Single Family Housing Construction Projects

LANGFORD

COMMUNITY MANAGEMENT SERVICES



CONTRACTOR CERTIFICATION

Contractor's Name: Langford Community Management Services, Inc.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters In Primary Covered Transactions

1. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not, within a three-year period preceding this proposal, been convicted of or had connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction;
 - c. have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - d. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission or any of the offense enumerated in paragraph 1.b. of this certification; and
 - e. have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative: Judy Langford, President

Signature: _____ Date: _____



verify a financial services provider

Langford Community Management Services, Inc.

SEARCH

2 matches found!

Filter by:



Individual



Company

Any Regulator



Langford Community Managem...

NMLS ID: 630095

Address: 13740 Research Blvd.Suite G-1
Austin, TX 78750



Karen Rego Ms. ...

NMLS ID: 1209925

Location(s): Austin, TX 78750

Represents: Langford Community Management
Services, Inc. (630095)

Information made available through NMLS Consumer AccessSM is derived from NMLS (Nationwide Mortgage Licensing System & Registry or Nationwide Multistate Licensing System), the financial services industry's online registration and licensing database. NMLS was created by the Conference of State Bank Supervisors (CSBS) and the American Association of Residential Mortgage Regulators (AARMR) and is owned and operated by the State Regulatory Registry LLC (SRR), a wholly owned subsidiary of CSBS. For more information about the System, please visit the NMLS Resource Center or the NMLS Federal Registry Resource Center websites. | [Download PDF Reader](#)

[Back to Search Results](#)

[Start New Search](#)



Langford Community Management Services, Inc.

NMLS ID: 630095 Street Address: 13740 Research Blvd.Suite G-1
Austin, TX 78750 Phone: 512-452-0432 Website: www.lcmsinc.com
Mailing Address: 13740 Research Blvd.Suite G-1 Toll-Free Number: Not provided Email: judy@lcmsinc.com
Austin, TX 78750 Fax: 512-452-5380

Other Trade Names ? : None

Prior Other Trade Names ? : None

Prior Legal Names ? : None

Sponsored MLOs ? : 1

Fiscal Year End: 12/31 Formed in: Texas, United States Date Formed: 12/20/1996 Stock Symbol: None Business Structure: Corporation

State Regulatory Actions ? : None posted in NMLS.

Branch Locations ? : No Branch Locations in NMLS

State Licenses/Registrations (Displaying 1 Active of 2 Total) [View All](#)

Regulator ?	Lic/Reg Name	Authorized to Conduct Business ?	Consumer Complaint ?	
Texas - SML	Mortgage Company License	Yes	Submit to Regulator	View All Details
				View Details

State Regulatory Actions ?

While some state agencies may add actions taken in previous years against a licensee, the majority are adding only new actions from 2012 or later. To view complete information regarding regulatory actions posted by the state, click any regulator link.

No regulatory actions have been posted in NMLS.

[Back to Search Results](#)
[Start New Search](#)

Karen Rego Ms.

NMLS ID: 1209925

Phone: 512-452-0432

Fax: 512-452-5380

Other Names ? : Karen Almestica, Karen Rego-Almestica,
Karen S. Rego

Prior Other Names ? : None

Prior Legal Names ? : None

State Regulatory Actions ? : None posted in NMLS.

Employment

Authorized to Represent ? : Langford Community Management Services, Inc. (630095)

Engaged in other businesses ? : No

[\[+\] View Self Reported Employment History](#)

Office Locations ?

Company	NMLS ID	Type	Street Address	City	State	Zip Code	Start Date	
Langford Community Management Services, Inc.	630095	Main	13740 Research Blvd.Suite G-1	Austin	TX	78750	01/01/2013	Go to Location ▶

State Licenses/Registrations (Displaying 1 Active of 1 Total)

Regulator ?	Lic/Reg Name	Authorized to Conduct Business ?	Consumer Complaint ?	
Texas - SML	Mortgage Loan Originator	Yes	Submit to Regulator	[+] View All Details
				[+] View Details

State Regulatory Actions ?

While some state agencies may add actions taken in previous years against a licensee, the majority are adding only new actions from 2012 or later. To view complete information regarding regulatory actions posted by the state, click any regulator link.

No regulatory actions have been posted in NMLS.

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 604131664

Functional Area: Entity Management, Performance Information

ENTITY	LANGFORD COMMUNITY MANAGEMENT SERVICES INC	Status:Active
---------------	--	---------------

DUNS: 604131664	+4:	CAGE Code: 5U3R0	DoDAAC:
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Expiration Date: Jan 8, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
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Address: 13470 RESEARCH BLVD STE G 1

City: AUSTIN

State/Province: TEXAS

ZIP Code: 78750-2241

Country: UNITED STATES

Texas Historically Underutilized Business (HUB) Certificate



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

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

LANGFORD COMMUNITY MANAGEMENT SERVICES, INC.

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

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

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

Rev. 09/12



City Council Meeting
April 14, 2016
Agenda Item Transmittal

Agenda Item #: 9

Agenda Title: Consider approving a request for proposal for the financing of various vehicles, trucks and equipment.

Council Action to be taken: Award the financing of vehicles, trucks and equipment to JPMorgan and give the City Manager to authority to sign and execute documents pertaining to the financing.

Initiating Department: Finance Department

Staff Contact: Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to consider staff's recommendation for financing of various vehicles, trucks and equipment which will be purchased through the Buy Board. Purchasing through the Buy Board will satisfy the competitive bidding process.

2. DESCRIPTION/ JUSTIFICATION

On March 16th the City solicited Request for Proposal (RFP) for financing of various vehicles, trucks and equipment. Notices were posted in the Taylor Press on March 16th and again on March 23rd. This was also posted on the Texas Bid System. The Texas Bid System provides a way for local Texas government organizations to more effectively notify suppliers of RFP and bid opportunities.

The "RFP" were due on April 1st and the City received four responses from the following:

- Citizens National Bank
- Community Leasing Partners
- JPMorgan Chase
- U.S. Bancorp

During FY2015-16 budget process, staff presented to the City Council the fleet replacement schedule that totaled \$496,000. It was communicated by staff that this would require financing. Appropriations for an annual payment was included in the Fleet Replacement Fund FY2015-16 budget.

The financing will be amortized for five year and is Bank Qualified tax exempt. Included in your packet is JPMorgan Chase summary sheet and amortization schedule. Staff is recommending that the award for financing to JPMorgan Chase. They offered the best interest rate for the City. JPMorgan Chase provides a number of other financial services to the City, such as our Procurement Card Program and the 2015 Refunding of the 2005 Series Bond Issuance.

3. FINANCIAL/BUDGET

Appropriation has been included in the current budget in the amount of \$109,154 in the Fleet Replacement Fund and no impact on the current budget.

4. TIMELINE CONSIDERATIONS

Staff seeks immediate consideration by City Council to ensure all documents are in place by April 25, 2016 as stated in the terms of the RFP.

5. RECOMMENDATION

Staff recommends awarding JPMorgan the financing of various vehicle, trucks and equipment.

6. REFERENCE FILES

- 9a. [RFP Tabulation](#)
- 9b. [JPMorgan Summary](#) Sheet and Amortization Schedule
- 9c. [Fleet Replacement Schedule](#)
- 9d. [Request for Proposal Document](#)

RFP FOR FINANCING OF VEHICLES, TRUCKS EQUIPMENT

	1	2	3	4
	Citizens National Bank 316 N. Main St. Taylor, TX 76574	Community Leasing Partners 215 S. Seth Child Road Manhattan, KS 66502	JPMorgan Chase 221 West Sixth St., Floor 102 Austin, TX 78701	U.S. Bancorp 950 17th Street Denver, CO 80202
Rate	2.770%	2.499%	1.749%	1.760%
Repayment Provisions:	4 @ \$105,674.24 1 @ \$105,674.25	5 @ \$104,966.28	5 @ \$103,218.18	5 @\$103,273.11
Interest Amount	\$32,371.21	\$28,831.40	\$20,090.88	\$20,365.55
Total Payback	\$528,371.21	\$524,831.40	\$516,090.88	\$516,365.55

SUMMARY SHEET
CITY OF TAYLOR, TEXAS
PROPOSAL TO FINANCE
VARIOUS VEHICLES, TRUCKS AND EQUIPMENT

Company Submitting Proposal

Name of company: JPMorgan Chase Bank, N.A.

Contact: Melisa Atkinson

Address: 221 West Sixth Street, Floor 02

City, State, Zip: Austin, TX 78701

Telephone Number: (512)-479-2014

Fax Number: (214)-988-5930

Email: melisa.atkinson@chase.com

Proposed Rate (APR), Bank Qualified: 1.749%
Total sum of expected payments over the life: \$516,090.88

Pre-payment penalty as a percent of remaining principal balance: The lease may be prepaid, in whole, on any payment date, without penalty after the 36th month.

By signing this form, the undersigned represents that he/she has full authority to bind this company to the terms contained in this proposal as modified herein by Chase and in the Addendum submitted with this response:

Name of authorized officer or agent: Melisa Atkinson

Title: Vice President

Signature: Melisa Atkinson

Date: April 1, 2016

Sample Loan Amortization

Rate – 1.749%

<u>Date</u>		<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
4/25/2016	\$496,000.00	\$0.00	\$0.00	\$0.00	\$496,000.00
8/15/2016	\$0.00	\$103,218.18	\$2,650.71	\$100,567.47	\$395,432.53
8/15/2017	\$0.00	\$103,218.18	\$6,916.11	\$96,302.06	\$299,130.47
8/15/2018	\$0.00	\$103,218.18	\$5,231.79	\$97,986.38	\$201,144.09
8/15/2019	\$0.00	\$103,218.18	\$3,518.01	\$99,700.17	\$101,443.92
8/15/2020	\$0.00	\$103,218.18	\$1,774.25	\$101,443.92	\$0.00
Total		\$516,090.88	\$20,090.88	\$496,000.00	

Replacement Schedule									
Vehicle ID						Mileage/Hrs			
#	Type	Year	Make/Model	Dept. Assign.	Date Acquired	Annual	mi/ hrs	Current Mileage 4/1/15	Replacement Cost 15-16
86	CR	1999	FORD TAURUS	DEV.	1/29/99	5,000	mi.	103,745	\$ 20,000
302	CR	2000	MERCURY GRAND MARQUIS	PDA	10/1/01	6,000	mi.	111,665	\$ 28,000
328	CR	2011	FORD CROWN VICTORIA	PDFS	4/8/11	22,000	mi.	97,467	\$ 42,000
329	CR	2011	FORD CROWN VICTORIA	PDFS	4/8/11	22,000	mi.	87,247	\$ 42,000
608	DT	1988	CHEVY 1 TON	PWS	2/6/03	2,000	mi.	30,955	\$ 41,000
517	SW	2002	ISUZU FB SWEEPER 2 1/2 TON	PWS	11/1/01	3,000	mi.	30,167	\$ 216,000
500	PU2	2001	DODGE RAM 1/2 TON	TRPSC	5/1/01	6,000	mi.	101,244	\$ 25,000
General Fund Totals									\$ 414,000
606	PU	2000	CHEVY 1/2	UADM	1/6/02	5,000	mi.	133,881	\$ 25,000
602	PU	2001	DODGE RAM 3/4 TON	UM	4/22/01	10,000	mi.	133,014	\$ 32,000
Utility Fund Totals									\$ 57,000
301	CR	2000	MERCURY GRAND MARQUIS	AP	10/1/01	8,000	mi.	89,249	\$ 25,000
Airport Fund Totals									\$ 25,000
GRAND TOTALS									\$ 496,000

Vehicle ID						Mileage/Hrs			
#	Type	Year		Dept. Assign.	Date Acquired	Annual	mi/ hrs	Current Mileage 4/1/15	Replacement Cost
			Make/Model						15-16
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General Fund Totals									\$ 414,000
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Airport Fund Totals									\$ 25,000
GRAND TOTALS									\$ 496,000

CITY OF TAYLOR, TEXAS
REQUEST FOR PROPOSAL ON VARIOUS VEHICLES, TRUCKS AND
EQUIPMENT FINANCING
2016-512-01

Project

The City of Taylor, Texas is purchasing various vehicles, trucks and equipment to be used by the City of Taylor.

Cost and Financing

The current projection of the costs and financing of the project are shown below:

4 Vehicles	\$	132,000
5 Trucks		148,000
1 Street Sweeper		216,000
	\$	<u>496,000</u>

Actual costs will be determined at the time of purchase and may vary from the projected cost. The principal will be for the entire actual cost of the equipment.

Terms and Conditions

The City of Taylor is seeking five (5) year financing, in accordance with the schedule shown below:

Submit Proposed Terms and all Required Documents	April 1, 2016
Council Award	April 14, 2016
Fund Escrow Account	April 25, 2016
First Annual Payment	August 15, 2016

- The payments are to be equal in amount and are to be charged on an annual basis starting August 15, 2016, with subsequent charges each year, until a total of 5 (five) payments are made.
- The City of Taylor's obligation to make payments is subject to the annual availability of appropriations. Appropriations are included in the current budget, and the City of Taylor will use its best efforts to obtain such appropriations in subsequent fiscal years.

- The financing agreement must include a standard non-appropriation of funds clause.
- The equipment will become the property of the City of Taylor at the end of the term upon making the final payment.
- The City of Taylor will have the right to terminate the financing agreement by purchasing the vehicles, trucks and equipment on any payment date by paying the principal balance that remains plus any pre-payment penalty. The pre-payment penalty may not exceed two percent (2%) of the remaining principal balance. Existence of a pre-payment penalty will be a factor in the City's decision to award bids on this financing. Any bids received with a pre-payment penalty in excess of that percentage will not be accepted.
- The City of Taylor will be responsible for insuring the equipment financed.
- The funding amount will not exceed \$496,000 for the purchase price of the vehicles, trucks and equipment.
- The total principal amount will be deposited into an escrow account, and the City of Taylor will receive all interest earned on the escrow account.
- The obligation may not be sold to a third party without the advance written permission of the City of Taylor.
- No loan origination fee, documentation fee or any other fee will be allowed.
- The interest rate will be fixed for the entire life of the obligation.
- The proposed interest rate will be firm for sixty (60) days following the opening of the proposals.
- Funds must be available no later than April 25, 2016, and the City of Taylor intends to draw the entire principal amount no later than September 30, 2016.
- The company making the successful proposal shall indemnify and hold harmless the City of Taylor and its officers, agents and employees from any and all claims, demands, actions, causes of action, liabilities, damages, costs, expenses, and attorney fees, as and when incurred by the City of Taylor and all liability of any kind, descriptions, or character whatsoever or any other loss or detriment brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any act or fault of the successful proposing company or its agent, employee, subcontractor, or supplier in the execution of, or performance under, any contract which may result from the award. The company making the successful proposal shall pay any judgment with cost which may be obtained against the City of Taylor resulting from such injury.

- A written addendum will be provided to all parties for any changes made to this request for proposal. The City of Taylor will not be bound by any oral representation, clarification or change.

Proposal Requirements

- Deemed Tax-Exempt-Bank qualified.
- Interest rate stated in terms of Annual Percentage Rate (APR)
- An amortization schedule based on estimated principal that includes separate columns for the total payment, principal, interest, and payoff amount including any pre-payment penalty
- A statement showing the total financial obligation such as interest and issuance costs throughout the life of the obligation.
- The financing agreement and any other documentation the lender requires in connection with this obligation that do not conflict with the terms and conditions of this request for proposal
- The most recent financial statements of the financing company, including an unqualified opinion from a certified public accountant
- At least three (3) references from local governments that have used the company for financing on similar terms
- A copy of the attached summary sheet for the proposal dated and signed by an official who is authorized to make binding commitments for the company.

Instructions for Preparing the Proposal

- The proposal must be signed by an authorized officer or agent having the authority to bind the company in a contract.
- Each proposal must be submitted in a sealed envelope bearing on the outside the name of the company making the proposal and the phrase "Proposal to Finance Various Vehicles, Trucks and Equipment- 2016-512-01."
- No electronic or facsimile transmissions will be accepted.
- Any proposal received after the date and time stated for opening will not be considered.

- The company making the successful proposal is required to execute and deliver all necessary contracts and documents within ten (10) calendar days of receiving notice of the acceptance of their proposal.
- A company may make alternative proposals. Each alternative should be clearly marked as such and be complete in its own right.
- Any ambiguity in the proposal will be interpreted in the way most favorable to the city.
- No changes, additions or deletions will be allowed after submission of the proposal.
- A proposing company may withdraw their sealed proposal prior to the scheduled opening time provided that the request to withdraw is submitted to the City of Taylor Finance Department in writing.

Opening and Award

Deadline for submission of a proposal is **2 p.m. Central Standard Time on Friday, April 1, 2016.**

Proposals submitted by mail should be addressed to the following:

Finance Department
City of Taylor
400 Porter Street
Taylor, TX 76574-3600

Proposal will be opened at the time stated at the above address.

Questions may be directed to Rosemarie Dennis, Finance Director, (512) 352-5997 or rosemarie.dennis@taylortx.gov.

The award will be included on the agenda of the City Council on Thursday, April 14, 2016. The meeting will be held in the City Council chambers in City Hall, 400 Porter Street, Taylor, Texas at 6:00 p.m.

SUMMARY SHEET
CITY OF TAYLOR, TEXAS
PROPOSAL TO FINANCE
VARIOUS VEHICLES, TRUCKS AND EQUIPMENT

Company Submitting Proposal

Name of company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Proposed Rate (APR), Bank Qualified: _____

Total sum of expected payments over the life: _____

Pre-payment penalty as a percent of remaining principal balance: _____

By signing this form, the undersigned represents that he/she has full authority to bind this company to the terms contained in this proposal:

Name of authorized officer or agent: _____

Title: _____

Signature: _____

Date: _____



City Council Meeting April 14, 2016 Agenda Item Transmittal

Agenda Item #: 10

Agenda Title: Discuss and consider a request from the Parks and Recreation Advisory Board to support their efforts to build a disc golf course.

Council Action to be taken: Approve, Table or Deny

Initiating Department: Recreation Division

Staff Contact: Mike DeVito, Superintendent

1. INTRODUCTION/PURPOSE

The Parks board has been discussing a disc golf course in Taylor for the last few years. At their March, 23rd meeting, the board requested, by way of motion, that staff present the request of the board to begin a fundraising campaign for the development of a disc golf course, as well as a commitment for land. Staff is presenting the parks board request as motioned.

2. DESCRIPTION/ JUSTIFICATION

A disc golf course has been discussed by the parks board for the last several years. The current area identified as a suitable course location is within Murphy and Bull Branch Parks.

Recently, Houck Design, one of the nation's leading course designers, was contacted for information on constructing a course in Taylor. The Houck's came to visit Taylor several months ago, and toured several parks. The Murphy/Bull Branch area was recommended by the Houck's as an area where a professional, tournament level course that would attract tournaments, etc, could be built.

The information provided by the Houck's has shown the importance of having the course professionally designed, to factor the safety of other parks users and the viability of the course in the disc golf industry.

3. FINANCIAL/BUDGET

Houck Design recently provided a cost estimate for several course options, including an 18-hole professional, tournament level course. A course of this type for design and

construction would cost approximately \$36,000-\$40,000. Upon further clarification from the Houck's, a rough estimate for a 9 hole tournament level course with professional design would be approximately \$19,000-\$20,000. This type of course was not originally provided in the Houck report.

4. TIMELINE CONSIDERATIONS

Staff needs additional time to research the development of a non-profit organization for the benefit of parks development.

5. RECOMMENDATION

After consulting with the city attorney, staff recommends that a non-profit, such as a "Friends of the Park" entity be engaged to handle fundraising efforts for this, and other future park projects. A "Friends of the Park" non-profit group should not consist of members who are city staff or current board members.

6. REFERENCE FILES

10a. [Houck Design Report](#)

Proposal for Disc Golf Course Taylor, Texas



Photo by Dee Leekha

HouckDesign.com

John Houck



Premier Master Designer

HouckDesign, a subsidiary of
Circular Productions, LLC
PO Box 163373
Austin, TX 78716
(512) 970-9001
Contact@HouckDesign.com
www.HouckDesign.com
www.CircularProductions.com

John started playing disc sports around 1975 and has devoted his whole life to disc sports. He has worked in this industry continuously since 1982 full time. His contributions to disc golf are listed below, and he is the # 1 disc golf course designer in the world, not just by sheer volume, but mainly by the quality and the standard he sets in the industry. No one living today has designed more courses than John, and he is known as a "living legend" for his contributions. He continues to passionately design and consult regularly.

Total Designs

95+ Solo Designs-more than anyone living today
30+ Co-Designs & Consultations

Design Distinctions

Courses Ranked #1 & #2 in the world by Player Reviews in 2012, 2013, & 2014 out of 6,000 worldwide
18+ Solo Designs for PDGA National & World Championship
First Tournament Level Course in a 550+Acre Multi-Use Business Park
Head of Course Design at International Disc Golf Center (IDGC)
35+ Articles published on disc golf course design in the PDGA Magazine
Owned and operated 5 Private Championship level courses

Tournament Director & Producer

200+ Disc Golf Tournaments Directed
30+ World & National Championship Directed
Creator & Host of WBDGW (an international event that introduces the sport around the world)
Creator & Host of PDGA Amateur World Doubles Championships, PDGA Major
Creator & Host of Texas Teams, the largest team tournament in the world
Director of *World Disc Golf Championships*,
Director of *World Junior/Collegiate Overall Championships*
Creator of *National Doubles Championships*,
Creator of *Circular Skies Over Texas Tour*, one of the largest tour in the country at the time

Past Positions & Achievements

Commissioner (PDGA Board), Professional Disc Golf Association
Elected to Disc Golf Hall of Fame
Emcee of National Frisbee Festival, World Freestyle Championships, US Open
Star of "Learn To Play Disc Golf" videotape, the first instructional video tape ever made for the sport
Two-Time World Champion, Freestyle
Co-host of PDGA World Championships videotape/DVD,
Narrator for PDGA National Tour DVD
Pro Player in over 100 tournaments in disc sports

Current Positions

Co-founder Circular Productions, LLC
Co-founder, HouckDesign
Co-founder, Millennium Golf Discs
Founding President, Disc Golf Foundation
Contributing Writer, PDGA Disc Golfer Magazine



ABOUT US:

Master Designer: John Houck. Will create conceptual plan and master plan as requested by City and described under services provided in this proposal

Associate: Divya “Dee” Leekha, Associate Designer. Will assist Master Designer in some or all aspects of conceptual plan and master plan; will photograph the project in phases for promotion and marketing, provide marketing and promoting of the course during development via social media and the HouckDesign website under “current projects”. .

HouckDesign is a subsidiary of Circular Productions, LLC (Austin, TX) and is co-owned by John Houck and Divya “Dee” Leekha. John has worked in the disc golf industry full-time since 1984, and Dee has worked as a partner with John in the disc golf industry from 2006.

HouckDesign is disc golf's #1 name in course design. Lead designer John Houck has solo-designed more Championship courses than anyone alive today, including an unprecedented 19 courses used in PDGA National and World Championships. He is also recognized as the world's leading authority on course design, having published dozens of articles on the topic for several industry magazines, most notably the PDGA's own *Disc Golfer* magazine.

In addition to John's vast experience, HouckDesign has the sport's biggest following among players – as a design firm. That means that HouckDesign courses have a greater economic impact than courses designed by any other firm due to the appreciation players have for John's designs. As an example, the two courses at Selah Ranch (rated the #1 and #2 courses in the world for 2012 and 2013) drew players from all 50 states in the first 18 months they were open. Selah Lakeside ranked #1 in the world in 2014 & 2015 and continues to rank #1 on DGCourseReview.com.

When the PDGA wanted to create the world's premier tournament destination, they choose John to be Head of Design for the three-course complex known as the International Disc Golf Center. It was there in 2007 that John's W.R. Jackson course set a new standard for modern championship course design excellence, and he has continued to advance the state of the art ever since.

In addition to unmatched expertise in course design, HouckDesign brings another critical element to the table: the marketing expertise of Dee Leekha. Through our course design Facebook page, our own website which gets a higher number of hits each year, and our own direct access to players through our own events and following worldwide, we will promote the courses to a larger and more enthusiastic audience than any other design firm can provide. Our efforts will result in more travelling players and a greater bottom line economic impact to the local economy. The course will also draw day players from the community and the region.

These courses will be tournament level courses and will accommodate players of all levels, from beginners to professionals and all others in between. The courses can be played by children and women players of all ages.



Photo by Dee Leekha

2014 PDGA Amateur World Doubles Championships Opening Night (above) and Winners (below)



Photos by Circular Productions, LLC

DESIGN PROCESS AND CONSIDERATIONS

HouckDesign has toured the property to discuss the needs of the City of Taylor for the property. John Houck and Dee Leekha walked the property and visited for about two hours to understand the scope of the project.

During the property tour, we were able to understand the City's goals and asked questions about what were the acceptable parameters regarding design. We were also engaged and interested in learning what the City's vision and goals were for the property.

The property tour enabled us to review the opportunity and feasibility of the site hosting tournament level HouckDesign course. Based on our design skill and the land quality, which includes the topography, land features, tree quality, tree coverage, and the water feature, we believe HouckDesign has an opportunity to create a course that could accommodate tournaments. This property can accommodate two such courses which will allow tournaments of up to 144 players.

Option One: One 18-hole tournament course with a 3-hole mini course that is accessible. Plus one putting area.

Option Two: Two 18-hole tournament courses with a 3-hole mini course that is accessible. Plus two putting areas

The Final Plan would include:

- a) Tee pad locations
- b) Pin locations
- c) Basket locations
- d) Sign Locations

Disc Golf Course Master Plan Graphic: HouckDesign will provide a course layout in the digital form to be used as an onsite course map in one the styles as shown under HouckDesign Overview maps on HouckDesign.com.

With a minimum of three site visits per course, HouckDesign will provide the following:

- a) Ground marking for layout of holes including tee pad locations & pin locations
- b) Tree marking for tree removal specified in the plans.
- c) Marking/locating planned tree planting, re-vegetation, and all other landscaping

Course Design Map and Layout: The majority of our course design is done on site, therefore, we cannot submit an exact map of the course or location of the fairways with this proposal. A HouckDesign course takes longer to design than any other course due to the detail and richness of our designs. Any map we provide at this time cannot depict the exact location of our fairways as we develop those on site.

SITE FEASIBILITY

After visiting several parks in person and then reviewing the corresponding aerial maps, we are enthusiastic about the potential for disc golf in Taylor. Taylor has some beautiful parks, and we believe that there are a couple good sites for disc golf courses.

In general, the parks we reviewed have all three of the main ingredients we hope for: mature trees, water features, and interesting terrain. Many good disc golf courses, especially in Texas, have only two of those three components, so we're always glad to see parks that have all three. In general, the parks we saw do have some minor drawbacks for disc golf. In particular, there are often walking trails that create areas too narrow for disc golf, and in some cases there are other park amenities that a disc golf course would have to avoid to prevent any kind of conflict. For future planning, we would encourage the City to look for parks where disc golf could have its own dedicated acreage.

We think Taylor currently has two attractive locations for 18-hole courses. One is Murphy Park, extending into the south end of Bull Branch Park. The other opportunity is at Burkett Street Park. Here are some key considerations of each park relative to disc golf:

Murphy/Bull Branch offers some big beautiful areas and great views of the water. The course would need to be somewhat disjointed and spread out, but it would have a lot of character and variety, with par probably between 56 and 58. There are areas where this course could benefit some strategic tree planting, and if the City is planning to re-route/resurface the walking trail, there would be opportunities to make the trail more accommodating for disc golf.

Burkett Street has a bit more elevation to work with, fewer park activities, and an area on the southeast side that could be exclusive to disc golf. This site would require some clearing and perhaps a creek crossing or two. This park is less visually appealing overall, but it does have advantages for disc golf and would probably have a par that's 2-3 strokes higher than Murphy/Bull Branch.

We envision three ways the City might want to proceed:

1. Choose one of the two sites for an 18-hole course.
2. Commit to an 18-hole course without committing to one of these sites. In that case, the first part of the design process would be a more thorough review of the pros and cons of each site, followed by a discussion with the City and the selection of a site.
3. Elect to put an 18-hole course in each park, which would immediately make Taylor a regional draw for casual and tournament play.

What City will provide and How HouckDesign will work with City:

Site Map. A map of the property which may include but is not limited to property lines, topographic information, stream data (lines and buffer zones), areas designated for disc golf, and aerial photography.

HouckDesign will use this map and may use this map to show the conceptual design plan directly on this map.

We have designed tournament level courses in flood plains before, and an occasional flood doesn't compromise the usage of the course for a long length of time or cause substantial damage to the course. Tee pads may need to be inspected after a large flood to ensure they are still properly located and secured in the original location as per the original design in the event of any soil erosion due to flooding. They may need replaced, if displaced, and cleaned off in case of mud build up due to flooding. Usually, once the water recedes, the course is intact.

HouckDesign will work to develop a plan to create a safer course so that disc golf doesn't conflict with other plans.

Schedule of Design

For the first 18-hole course, the initial design trip will take up to 10-12 days on site. On this trip, we will meet with the City, design and mark the general areas of all 18 fairways. At this point, we will be able to submit a Conceptual Plan.

After this trip or even during this trip, initial clearing can commence, and once it has been completed, John will return for a second visit, which will last about 5-7 days. During this second trip, he will refine the fairways and mark for a second round of clearing.

Once the secondary clearing is completed, John will return for a 5-7 days to "polish" the structure of all eighteen fairways, mark any final clearing, designate any limbs that need trimming, and stake the locations of basket and tee positions. He will also design the accessible course and putting area on this trip and draw maps and do measurements of distance for each hole.

As for an overall timeline, the main determinant will be the amount of time the City takes to complete each phase of clearing. An additional trip maybe required due to unforeseen circumstances such as bad weather or some other type delay or family or medical emergency that may require John to cut a trip short.

HouckDesign will agree to do their best to minimize travel costs to the City and work to their best efforts in the time line that is described.

Due to the complex nature of our designs, on-site time is essential and takes longer than other designers. We strive to showcase unique land, tree and water features to create the best possible course we can on your property. This is what will create the buzz about the course.



Photo by Dee Leekha

DESIGN COST (includes design, marketing & promotion)

- Includes fee for all time on site and off site for a complete design layout.
- 120-150 hours on site for John Houck
- 10-20 hours off site for John Houck, 20-30 hours of on and off site work for Dee Leekha
- All marketing benefits unique to HouckDesign (page 20)
- Measurement of distances for Tee Signs and Course Maps
- Drawings of maps for all holes and course
- Unlimited usage of name for course promotion
- Ongoing promotion through our website and Facebook page
- Includes fees for marking land and trees for clearing, planting, and/or trimming
- Advertising and promotion with PDGA and PDGA magazine, plus through teaching design
- Promotion on DGCourseReview.com on John's discussion Board
- Championship Design, Championship level disc golf course with two sets of tees, also appropriate for new players

Plus a putting area & 3-hole beginners/Special needs accessible course

Actual Travel Costs Reimbursed (est. 3-5 car trips plus lodging, meals)



Texas Teams Tournament

Photos by Circular Productions, LLC

Cost Estimates for DESIGN, EQUIPMENT & MATERIAL

OPTION ONE: One 18-hole course, 3-hole accessible course plus putting area.

22 Baskets including shipping: Approximately \$7,800- \$9,000 (depending on brand and features)

Complete premium **tee sign package** includes rules sign, large overview signs, directional signs and Platinum tee signs (40-45 signs) UV and Graffiti resistant. Full color custom designed graphics on .080 Aluminum: **Approximately \$6,000 (includes shipping and pre drilled)**

Up to 39 Tee Pads: Cost of concrete and in-house labor/staff for framing and pouring.

Design Fees only—18-hole course, 3-hole mini course and one putting area: \$18,000 to \$22, 000

Marketing & Promotion \$4,000 (includes all benefits on Page 20)

Travel, Lodging and Meals (per diem): Actual Expenses to be reimbursed or as negotiated.

OPTION TWO: Two 18-hole courses (36 holes), 3 hole accessible course plus two putting areas – can accommodate larger tournaments and more tourism.

41 Baskets, including shipping: Approx. \$15,200 to \$20,000 (depending on brand and features)

Complete premium **tee sign package** includes rules sign, large overview signs, directional signs and Platinum tee signs (80-85 signs) UV and Graffiti resistant. Full color custom designed graphics on .080 Aluminum: **Approximately \$12,000 (includes shipping and pre drilled)**

Up to 75 Tee Pads: Cost of concrete and in-house labor/staff for framing and pouring.

36 holes Discounted Design Fees, plus 3 hole mini course and putting area: \$35, 000

Marketing & Promotion: \$5,000 (includes all benefits on Page 20)

Travel, Lodging and Meals (per diem): Actual Expenses to be reimbursed or as negotiated.

This costs above are estimated and we can submit a more detailed cost summary sheet upon request.

Tee Pad



Course Overview 4' x4'



SUSTAINABILITY

Disc golf courses endure weather, usage, age, and other variables and minimize maintenance. Disc golf is sustainable, because you can build around the existing landscape.

The EPA defines Sustainability as a simple principle: everything that we need for our survival and well-being depends, either directly or indirectly, on our natural environment. Sustainability creates and maintains the conditions under which humans and nature can exist in productive harmony, that permit fulfilling the social, economic and other requirements of present and future generations.

Disc golf causes minimal environmental impact as there is no major development. By utilizing natural elements as obstacles & the flow of the woods and open spaces for fairway design, sustainability is also maintained. Courses are created by removal of dead trees, tall brush, or weeds & other invasive plants, and simple tree-trimming. Sometimes by adding native plants, trees and shrubs in open spaces, we can design better fairways.



In Sustainability it is important to make sure that we have and will continue to have the water, materials, and resources to protect human health and our environment. Disc Golf courses make use of the existing environmental features and incorporate them into the design and are essential for the best experience.

It is basically as sustainable as hiking or biking (which tears up the ground much more). There are tee pads that are constructed but they are very small areas (12' x 6' approx.) of concrete, and baskets and tee signs are installed. Typically, No other development is required. There are some courses that choose to do some development for erosion control, but that is environmentally friendly in most cases. A premier design may require development for creek crossings, foot bridges, landing areas, or some other land feature to enhance play.



Taylor, Texas

COMMUNITY

Disc golf is a sport enjoyed by all age demographics including young children and seniors. In recent years, our experience shows that more children are getting introduced to the sport at a young age. This is due the fact that it is a sport that is inexpensive and easy to learn and play. The sport can be played alone or with someone. It is a family friendly activity. A few interesting facts that support this claim:

1. Disc Golf baskets are now sold at Costco
2. The largest YMCA camp in the country has developed a HouckDesign course to introduce disc golf to thousands of children who will come there for camps (almost 40,000 visitors a year)
3. There are partnerships with non-profits like Big Brother, Big Sister, Boy Scouts, and even the Mayo Clinic, which hosted a Wellness Rocks day with disc golf.
4. There are disc golf courses that exist in master-planned communities and sub divisions so that families can enjoy the sport

In Mt. Vernon, Texas, a small city two hours east of Dallas, no one had heard of disc golf, and now with 4 world class disc golf courses, local residents are enjoying play and learning the sport for the first time. Players travel from all over the country to play there. Some even from around the world.

A HouckDesign course at your city will bring in players and families from around the community and others who want to try the sport. Partnership opportunities with non-profits, hospitals, and other organizations will get created as the course can be used for fundraisers, and physical wellness clinics. Local families will come out and try it. Its easy to learn and inexpensive to play. Disc golf serves all ages, skill, gender and can be played alone or with others.



John conducting a site visit in Taylor, Texas

EDUCATION

In 2007, the first National Collegiate Disc Golf Championships hosted six teams. 63 teams were registered for 2013.

From an article on Collegiate Disc Golf by All Things Disc Golf:

The growth spawned the need for qualifiers and in 2010, the NCDGC began awarding spots to other events throughout the year. Now there is a somewhat formal schedule that is divided up amongst 6 designated regions. Each Region gets a Premier Qualifier which gets two bids. Then, more bids are awarded to events in regions based on the number of active teams in each region. For example, the Southeast has the most active teams, so that region had three qualifiers along with their Premier event, where, the Northwest only hosted the Premier.

According to Alan Kane, Director of the Collegiate Championships, "One of the great things we see at the event is the camaraderie and pride of the players. These competitors are competing for their institutions and their teammates. Disc golf is innately an individual sport, but when played as a team, the feeling of accountability grows. Teams come dressed in uniform, showing off their school pride aim to give their best for their team. Saturday we feature a Final 13 for the individuals, which not only crown the Men's and Women's Medalist, but is also how we award our All-American teams. The top 10 men earn 1st team honors, 11-20 get the 2nd team. The top 3 women earn 1st team honors. As the women's field grows we will expand to more on that team and then to a 2nd All-American team, too."

Here is a link to some events hosted and more information about Collegiate Disc Golf:

<http://www.pdga.com/search?keywords=collegiate>

Tournament level courses require fairways that are complex and balanced and that offer players opportunities for a variety of shots. They also need to be fair to right-handed and left-handed players. The players must be able to use different types of discs on the course to practice all types of shots to develop their skills to compete in tournaments.



132 Colleges have participated and an average of 10-15 colleges join each year. In 2014, 87 colleges participated in the National Championships. Disc Golf is part of the curriculum and taught in Physical Education classes in hundreds of schools around the country.

The design of a disc golf course is the most crucial element in the project, as a course that is not properly designed will create challenges on multiple fronts. Designing a great disc golf course isn't something you can do at your desk or at a drawing table. In disc golf, it's vital to design the course on site, because every tree - and sometimes individual branches - affects the shape of the shot. But that's just the start.

We're committed to creating premier courses, and that requires an intimate knowledge of the flight patterns of the latest golf discs, familiarity with the state-of-the-art of course design, and an understanding of how a course will compare with other courses in the region. Tournament level courses require fairways that are complex, balanced and offer players opportunities for a variety of shots. They also need to be fair to right handed and left handed players. The players must be able to use different types of discs on the course to practice all types of shots to develop their skills to compete in tournaments

No one has designed more tournament level courses than John Houck. His following with players and in the industry worldwide is the largest. The City will be able to advertise and we will grant usage of our name in promoting the City for tourism and marketing. With HouckDesign, we will market the course for you and list it on our website. In each phase of development, we will promote it on our Facebook page (over 13,000 likes) and we will also market it through the PDGA magazine.

Having a HouckDesign course instantly puts you on the map in the disc golf world.



John teaching students at University of Wisconsin-photos below



COURSES DESIGNED FOR PDGA WORLD AND NATIONAL EVENTS

John has solo-designed **17 courses** used in **PDGA National and World Championships** (including the W.R. Jackson Memorial) **plus several other courses** used for PDGA National Tour and A-Tier events. He has also **co-designed 2 course** for the PDGA World Championships and has reviewed and consulted on 30 additional courses proposed for and used for PDGA World Championships.

John's 19 solo designs used in PDGA National events and/or World Championship courses are:

W.R. Jackson Memorial, IDGC (18)
Trey-Deuce (18)
Texas Twist (18)
Berry's Treasure (18)
The Ponderosa (18)
Old Settlers Park (18)
Colorado River DGC (18)
Meandering Greenbelt DGC (18)
Strawbale Field DGC (18)
Selah Ranch Lakeside (18)
Selah Ranch Creekside (18)
Rolling Meadow DGC (18)
Circ Hill DGC (18)
Circle R Ranch (18)
Old Settlers South (18)
Rose Hill South Championship (18)
Rose Hill North Championship (18)
MetCenter (18)
Live Oak City Park Original (38)

Appling, GA
Mount Vernon, TX
Mount Vernon, TX
Port Arthur, TX
Port Arthur, TX
Round Rock, TX
San Saba, TX
San Saba, TX
San Saba, TX
Talco, TX
Talco, TX
Wimberley, TX
Wimberley, TX
Port Arthur, TX
Round Rock, TX
Kamloops, BC CANADA
Kamloops, BC CANADA
Austin, TX
Live Oak, TX



Selah Ranch Disc Golf Grand Opening October 2011 www.selahranch.com



RECENT CHAMPIONSHIP DESIGNS

In the last seven years, we have designed the following Championship courses. The quality of fairway design possible at this location is not comparable to the courses listed below. While the Taylor courses will be able to host PDGA tournaments, they will not be World Class or Signature courses like the ones listed on this page due to the type of land available in Taylor. Championship level courses require other types of land features and more wider pieces of land with greater opportunity for individual complex fairways.

Selah Lakeside PDGA Amateur World Doubles Championships,
Ranked #1 in the world since it opened currently and for over 2 and a half years.

Selah Creekside PDGA Amateur World Doubles Championships
Ranked #2 in the world since it opened in 2011, 2012 & 2013 until recently it has dropped to #5.

Trey-Deuce PDGA Amateur World Doubles Championships
New Course Opened 2013

Texas Twist PDGA Amateur World Doubles Championships
New Course Opened 2013

Nantucket Disc Golf Course PDGA Nantucket Open
Opened 2013



HouckDesign course at the largest YMCA in the country, Frost Valley YMCA, Claryville, NY

Current Projects

2 Re-Design plus one new, 54 holes, 3 courses.



Live Oak City Park Hill Course Live Oak, TX
Live Oak City Park Lake Course Live Oak, TX



Graytown Park, San Antonio, Texas
Tournament level course



STRAWN PARK, COLUMBIA, MO



Hobbs Farm, Carrollton, GA

PLUS two new locations:

BADU PARK, Llano, Texas

Undisclosed location in Illinois (former Golf cours)



Rubber tee pads and turf tee pads are an alternative to concrete tee pads though we recommend concrete for greater longevity and player enjoyment.

Photos by Dee Leekha



Non-Sanctioned events: Players from neighboring cities will come to your course!
HouckDesign had over 450 players at Texas Teams Championships.

FOLLOW THROUGH AND PROMOTION

We will work in the disc golf community during the design and construction phases to create awareness and ownership, in ways that other design firms do not offer. We will utilize our internet sites (including our industry-leading Facebook page) to create a buzz in the disc golf community regionally and nationally.

www.CircularProductions.com

www.HouckDesign.com

<https://www.facebook.com/HouckDesign>

Finally, our tournament direction services can create and execute a Grand Opening event that will immediately put Taylor on the map of the disc golf world.

HouckDesign reserves the rights to showcasing this course to the world through videos, photographs, and articles. We also reserve all rights to our photography and drawings to use in all marketing, sales and promotion. As the premier firm, we are innovating design and promotion of our courses with each course we create. We are committed to our clients in gaining the most benefit from hiring us. Our marketing and promotion that you will receive for free is worth more than the design fee that we are charging. The economic impact to your City will continue for years to come.

John is uniquely positioned in his role as a disc golf designer, as he has been doing business in this industry his entire working life, full time, and has never had any other employment outside of disc golf. His vast experience of the disc golf industry through the various positions he has held, gives him the greatest insight into the sport. He uses this knowledge to propel the sport further through his designs, his articles on design, and his events. The combined experience of John Houck and Dee Leekha creates a total of nearly 50 years of combined experience specifically in disc golf events.

HouckDesign is wholly owned and operated by our parent company, Circular Productions, LLC. Circular Productions (CP) is jointly co-owned by John Houck & Dee Leekha. CP hosts and has rights to one of the only nine PDGA Majors in disc golf tournaments: the Amateur World Doubles Championships. This event was created by John Houck, who was inducted into the Hall of Fame for his passion for promoting the sport. CP also owns WBDGW (World's Biggest Disc Golf Weekend), an international event that introduces disc golf around the world, promotes disc golf, and supports non-profits through a portion of the profit.

<https://www.facebook.com/wbdgw?ref=hl>

<https://www.facebook.com/pages/PDGA-Amateur-World-Doubles-Championships/325508277469395?ref=hl>

HOUCKDESIGN ADDITIONAL BENEFITS:

As part of being a HouckDesign course, we can offer and negotiate (some without fee) the following items and services to help you promote these courses to the disc golf community nationally and to the disc golfers in your area.

1. A listing on our website, HouckDesign.com, in the list of courses designed by John and on the Current Projects page during design and construction of the course.
2. A possible opportunity to promote the courses as part of John's series of articles on course design in the PDGA magazine, Disc Golfer which is distributed internationally. (Priceless)
3. Inclusion in a HouckDesign ad in the PDGA's *Disc Golfer Magazine*. *Cash Value: \$300.00 minimum*
4. On the HouckDesign Facebook page, through updates and photos during design, construction and after completion and the Grand Opening
5. Through HouckDesign Tweets on Twitter, updating players on the progress and completion of the course, and any subsequent notable developments, such as Grand Opening, etc.
6. Unlimited Use of HouckDesign name. No additional charge or royalty to be paid. *Minimum Value: \$10,000.00*
7. A free small graphic file of the course overview map for the Client's website.
8. Attendance at the Grand Opening where the Designer be available to sign autographs for players and attendees or participate in the Grand Opening by giving a brief speech at the event on disc golf and the project.

First Multi-use Business Park in the World to have a Disc Golf Course



METCENTER, Austin, Texas

ECONOMICS OF A NEW DISC GOLF COURSE

Opportunity and Benefits

We estimate, this local course will get usage of about 300 weekly play not counting special events. Weekend play will be higher than weekday usage.

An 18-hole course can accommodate 72 to 144 tournament players, depending on how the tournament is set up.

This property has good potential to be a quality course(s) facility due to some features, location and our design expertise. It would be a course players will come to Taylor to play on.

The economic impact of a course designed by John Houck is higher, and over the long term, the course value will increase.

It is an investment for the children, families, youth and seniors. New and seasoned players will enjoy your course over other courses in the area, resulting in an economic benefit that will pay for the course many times over.

There will be tournament play on a regular basis on a Houck course. These courses will be used for different PDGA Tournaments, league play, and other tournaments in the region. Players will also travel from around the country to play on our course.

A Houck course could also entice disc golf players to consider relocating to the area, as disc golf is becoming a major lifestyle factor, and people want to live and retire near quality courses.

List of Benefits to the Community

1. Crime Reduction (By disc golfers establishing a presence on the property, crime incidence is reduced)
2. Reduction in child obesity
3. Reduction in medical costs due to healthier and happier students
4. Reduced juvenile delinquency
5. Promoting a healthier lifestyle by introducing an alternative family friendly outdoor recreational activity
6. Rights to promote it as a HouckDesign course permanently for economic gain and fame.
7. Capitalize on our following of disc golf players
8. Receive recognition through our own marketing of the course to the disc golf community
9. Invest in a HouckDesign course to maximize the return on the investment in the short term and long term
10. Increased tourism from the region and the country.

INSURANCE COMPLIANCE:

HouckDesign is insured and will comply with all insurance requirements and provide a Certificate of Insurance as requested by City.

Players attending tournaments hosted by Circular Productions, LLC



Texas Teams Tournament

Photos by Circular Productions, LLC

CLIENT TESTIMONIALS & PDGA TESTIMONIAL

"John Houck is synonymous with excellence in disc golf course design. His knowledge of disc sports is unparalleled and he is perhaps the most celebrated designer in the sport today. His courses have been played by thousands and have been used in regional, national and international tournaments including the Disc Golf World Championships. John's attention to detail and ability to challenge disc golfers of all skill levels made him the obvious choice to oversee the development of the three courses at the PDGA International Disc Golf Center.

I would highly recommend John Houck to anyone seeking to develop a quality facility."

--Brian Graham, Professional Disc Golf Association, Executive Director, Augusta, GA

"When it comes to spending tax payer dollars there is an obligation to do the best you can for those citizens. I've been involved with the installation of five disc golf courses over the last 25 years, and I've learned that 'you definitely get what you pay for.' I have always been very happy with the work of John Houck and his company. At this point, I wouldn't even consider using anyone else to design a new course."

--Jim Rodgers, Client, Director of Parks and Recreation, Williamson County, Texas

"While working on the construction of the City of Bee Cave Central Park project and having disc golf course designed by a Park designer, you would think fine tuning wasn't even necessary. But we learned from experience that there's a big difference between a park planner and a professional who specializes in disc golf course design. John Houck's experience, professionalism, and motivation certainly contributed to a much safer course, and the way he incorporated the hills and creek banks made it just phenomenal. It just blew my mind.

In the end, if think you might save money by designing it yourself, think twice -- you will most probably end up spending more or settling for a mediocre course. We wouldn't hesitate to point any parks department towards www.HouckDesign.com and John Houck."

--Giancarlo Patino, Engineer Associate, Client, Bee Cave, Texas -- Felix Benavides, City Engineer, Bee Cave, Texas

"Disc golf has been an amazing addition to our facility which has not only increased our use of the land, but provided beauty as well. We have booked groups from around the country who have come and stayed with us to enjoy the two championship courses we now offer. We had no idea when we began working with John and Dee how much we would love them. He is an amazing designer as well as a man of compassion, innovation, and the utmost integrity. His dedication to the sport of disc golf has helped put the game on the "map." His grasp of land usage and creativity combined with his client's needs and desires, makes the best course possible for players to enjoy for years. We understand after working with him why he is considered the "premier designer in disc golf." It is our privilege to recommend John as a person as well as his work without any reservations. We only wish we could build another course just to spend time with him in a project again!

--Dave and Candy Hickerson, Client, owners of Selah Ranch, Mt. Vernon, Texas

"Our first goal was to bring a course to the island of Nantucket that was truly world-class, but more importantly, was also extremely appealing to beginners.

Complicating the challenge were environmental, archeological, and historic district restrictions. Additionally, the park in which the course was to be built was already being used by dog walkers & other recreation seekers, and the land abutted several long-occupied homes.

Only the best and most experienced designer, we believed, would be able to design a course that addressed all of our needs and all of the concerns within the community. And that is why we selected John Houck as the designer of the Nantucket Disc Golf Course. I'm extremely glad we made that choice.

Once it came time to design the course, John was fully aware of how the course should be designed such that it addressed our needs and the community's concerns.

In the end, John designed a championship-caliber course that, in just a few short months, has become incredibly popular with the most advanced players on the island and throughout New England. More importantly though, the course has attracted younger players and families who now regularly come out to enjoy one of Nantucket's only healthy, year-round, inexpensive recreational alternatives.

Whether you are looking for a course that is world-class or beginner-friendly, or you desire a course that addresses the community's concerns and the needs and desires of the current park-goers and park neighbors, John Houck is the man for the job.

In our case, John was able to help us overcome an unbelievable number of obstacles, and meet the many challenges that came our way and I can't imagine anyone else would had the experience and know-how to do this in the way that John did.

I absolutely recommend John for anyone who is looking to design a course. Though local players and landscape architects might be able to design a playable course, nobody but the world's most experienced course designer can design a unique and fun, re-playable course that can meet all your needs and the needs of the community."

--Todd Rainwater, Client, Founder & President of Nantucket Disc Golf



Selah Ranch Disc Golf Grand Opening October 2011 www.selahranch.com

#1 and #2 in the World for 2012 & 2013 of over 5,200 courses by DGCourseReview.com



We look forward to designing the next Tournament course for Taylor, Texas!

HouckDesign



City Council Meeting April 14, 2016 Agenda Item Transmittal

Agenda Item #: 5
Agenda Title: Receive report from Development Services Department.
Council Action to be taken: Accept presentation
Initiating Department: Development Services Department
Staff Contact: Ashley Lumpkin, AICP, Director

1. INTRODUCTION/PURPOSE

The Development Services Department will provide an update on the work objectives for the next 12-18 months.

2. DESCRIPTION/ JUSTIFICATION

As the City of Taylor is on the cusp of accelerated growth, and staff's desire to plan ahead for that growth while reinforcing the existing, vibrant community, the following items were identified as essential tasks to assist in these efforts:

1. Tax Increment Financing (TIF) Guidelines – Currently the TIF process has little structure. Staff desires to look at the best-practices state wide to ensure the TIF district funds are allocated in an equitable manner and in keeping with the intent and spirit of state laws and guidelines.
2. Readopt/Restate the Zoning Ordinance and the Sign Ordinance – Over the years, and numerous amendments to both Ordinances, Staff has identified typographical errors that should be rewritten to more plainly communicate the intent and not contradict itself. Staff desires to restate the ordinances and endeavor to ensure the entire document recites the ordinances as adopted.
 - a. Add an office district and institutional district to the Zoning Ordinance – As Taylor grows, so does the need for expanding the zoning districts. For example, an office district can provide a more targeted zoning classification for developments that more closely align with an office and provide a buffer between business/commercial uses and residential areas. An institutional district, if desired, could allow for a district allowing specifically for schools, churches, and other public facility uses and help identify the specific needs and integration of public facilities within the community.

- b. Refine/simplify uses listed in the Zoning Ordinance – Because the Zoning Ordinance is a permissive ordinance, currently, if a use is not defined by the ordinance, it is not allowed. Staff will endeavor to seek out best practices and update the uses to provide for more flexibility where warranted.
 - c. Amend or clarify requirements in the Central Business District to more closely align the Zoning Ordinance with the goals of the Downtown Master Plan.
- 3. Masonry Standards – Staff seeks to provide information on masonry standards, the benefits, and how further refining the City’s masonry requirements can benefit the city. This includes both design standards as well as development fencing requirements.
- 4. Smaller, targeted comprehensive plans for development and/or corridor plans within the city – While a full-scale Comprehensive Plan update is not possible to realize in the overall timeframe, more targeted areas are possible and can tie into future updates.
- 5. Historic Overlay or District to continue to promote and define the historic areas within Taylor.
- 6. Research updating the Building and Fire Codes – the International Code Council is in the process of updating the codes for a 2017 release. The City of Taylor is still, for the most part, on the 2009 codes. It is important for the City of Taylor to maintain similar requirements with the greater Austin MSA area.
- 7. Update the Board and Commission bylaw ordinances to better explain the expectations and requirements of those appointed and ensure the ordinances reflect current state and local requirements as well as current board operations.
- 8. Set extra-territorial jurisdiction boundaries at the north, south, and east of our jurisdiction.

3. FINANCIAL/BUDGET

None at this time.

4. TIMELINE CONSIDERATIONS

The timeline to bring these items back to City Council is 12-18 months.

5. RECOMMENDATION

Receive report for information and comment.

6. REFERENCE FILES



City Council Meeting April 14, 2016 Agenda Item Transmittal

Agenda Item #: 12

Agenda Title: Consider approving revised Taylor Public Library Code of Conduct Policy.

Council Action to be taken: Approve, deny, table

Initiating Department: Taylor Public Library

Staff Contact: Karen Ellis, Library Director

1. INTRODUCTION/PURPOSE

The Taylor Public Library's behavior policy, the Code of Conduct, has been updated and revised to better address issues both new and old.

2. DESCRIPTION/ JUSTIFICATION

The Taylor Public Library has a Code of Conduct policy adopted in 1995. Over time the size and services of the Library have grown and changed. A simple behavior policy can no longer address changes in law or problems seen by Library staff.

While the Taylor Public Library opens its doors to all individuals, it must still provide a safe and welcoming environment. Library resources, materials and other property must be used appropriately. While other TPL Policies cover specific use of materials or services, the Code of Conduct policy is broader.

Current laws and area public library policies were surveyed by staff. The Library Director consulted with Taylor Police Department officials as well.

3. FINANCIAL/BUDGET

None.

4. TIMELINE CONSIDERATIONS

The 1995 Code of Conduct is still in use, but staff recommends this revision be adopted before the very busy summer begins.

5. RECOMMENDATION

It is the recommendation of the Library Advisory Board that the Library's revised Code of Conduct be approved by the City Council, and was so voted at the March 22, 2016 Library Advisory Board Meeting.

6. REFERENCE FILES

- 12a. [1995 Code of Conduct](#)
- 12b. [Proposed 2016](#) revised Code of Conduct

Taylor Public Library	Approved by Library Board: Aug 19, 1995 Approved by City Council: Aug 26, 1995	
Code of Conduct	Revised:	Page 1 of 1

Patrons are expected to follow these rules. If you cannot comply with these behavior policies, you will be requested to leave the library property.

Unacceptable Library Behavior

1. Misuse or vandalism of Library property.
2. Bringing pets or animals into the Library (except service animals).
3. Unsupervised children.
4. Carrying weapons.
5. Intoxication from alcohol or drugs and/or possessing alcohol or illegal drugs.
6. Smoking or other tobacco use.
7. Bringing in food or beverages.
8. Indecent exposure.
9. Soliciting.
10. Disorderly conduct including obscene or abusive language or behavior.
11. Sleeping in the library.
12. Refusal to leave at closing time.
13. Loitering on Library property.
14. Any other illegal activities.

Violation of any of these rules may result in removal from the Library or a charge of Criminal Trespass.

Taylor Public Library	Approved by Library Board: Aug 19, 1995 Approved by City Council: Aug 26, 1995	
Code of Conduct	Revised: Approved by the Library Board Mar 22, 2016	Page 1 of 2

Library Mission

The mission of the Taylor Public Library is to promote a life-long love of reading and to provide educational, informational and recreational resources to patrons of all ages, cultural and economic backgrounds.

Purpose

All library users should feel comfortable and safe when in the Taylor Public Library. **The Code of Conduct** is intended to ensure that all library users enjoy their library experience unimpeded by avoidable disturbances and unpleasant circumstances. This policy is not intended to be a comprehensive list of unacceptable behavior. Any activity that interferes with the normal function of the library or violates the law is not allowed.

Unacceptable Library Behavior

1. Misuse, theft, vandalism, etc., of Library property or materials.
2. Using Library restrooms for bathing, shaving, laundering or other improper use.
3. Moving Library furniture or equipment without permission.
4. Bringing in and/or consuming food items and drinks except water in a closed container.
5. Having inappropriate attire, bare feet, and no shirt. Clothing must cover the upper and lower torso.
6. Bringing animals or pets to the Library except for properly identified working service animals.
7. Leaving children unattended. (See the *Unattended Children* policy)
8. Leaving personal property or items unattended.
9. Sleeping in the library and/or refusal to leave at closing time.
10. Interfering with another person's use of the Library or with the Library staff's performance of duties.
11. Engaging in loud cell phone calls in the Library. Such calls should be taken outside and ring tones turned off.
12. Physically blocking Library aisles, exits, or entrances, including sitting or lying down or placement personal property that blocks access.

13. Bringing in or parking bicycles, carts, skateboard, hover boards, or any wheeled recreational devices, etc., anywhere other than designated areas. Wheelchairs, mobility devices for the handicapped and baby strollers are allowed in the library.
14. Disruptive or unsafe behaviors such as running, horseplay, yelling or shouting, engaging in loud conversation, noise from electronic devices (see *Wi-Fi Policy*), etc.
15. Soliciting, gambling, panhandling, loitering, etc., in the Library or on Library property, such as the parking lot.
16. Using any tobacco related products inside library (Texas Penal Code Sec. 48.01)
17. Intoxication from alcohol or drugs and/or possessing alcohol or illegal drugs.
18. Carrying guns or weapons unlawfully and not in accordance with federal, state and local law.
19. Disorderly conduct including but not limited to indecent exposure, harassment, obscene or abusive language or behavior, stalking, engaging in sexual acts or fighting, etc.
20. Engaging in other illegal activities.
21. Refusing to follow Library policies and ignoring instructions by Library staff members.

Violation of these rules or other Library policy, any ordinances/laws/regulations of the City of Taylor, and failure to follow instructions given by Library staff may result in removal from the Taylor Public Library and a charge of Criminal Trespass.



City Council Meeting
April 14, 2016
Agenda Item Transmittal

Agenda Item #: 13

Agenda Title: Consider proposed future agenda topics and any items for future discussion.

Council Action to be taken: Discuss possible future agenda items.

Initiating Department: City Council

Staff Contact: Mayor

1. INTRODUCTION/PURPOSE

Under this item, staff 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 unless 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

13a. [Continuous list of items](#)

Topics still to be addressed:

Gonzales:

- a city facilities assessment – **Proposal requested from TASB**
- report from Police Department every 6 months
- Cemetery streets

Ancira:

- requested joint meetings or workshop with the TEDC, THA- **TEDC is working to provide a tentative date; THA has been asked to provide a date.**
- Corridor signage – **In committee pending branding efforts. Branding company selected and branding about to be underway.**
- Animal shelter donation update

Green:

- Update on plans for Heritage Square and Legacy portables **(April 14)**
- Re-evaluate Animal control tech positions **(during budget discussions)**

Rydell:

- Developing historic preservation ordinances – **April 14**
- More diversity for board volunteers
- Sidewalks maintenance and repair

Hill:

- Ordinance review



***City Council Meeting
April 14, 2016
Agenda Item Transmittal***

Agenda Item #: 14
Agenda Title: Executive Session.
Council Action to be taken: Consult with City Attorney
Initiating Department: City Administration
Staff Contact: Isaac Turner, City Manager
Ted Hejl, City Attorney

1. INTRODUCTION/PURPOSE

This Executive Session is called to consult with City Attorney.

2. DESCRIPTION/ JUSTIFICATION

The Taylor City Council will conduct a closed meeting under Section 551.071 of the Texas Government Code in order to meet with its City Attorney on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas authorize and allow 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

14a. [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 April 14, 2016 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

As Mayor of the City of Taylor, I 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 14th day of April 2016.

Mayor



***City Council Meeting
April 14, 2016
Agenda Item Transmittal***

Agenda Item #: 15
Agenda Title: Executive Session. (Acquisition of real property)
Council Action to be taken: Adjourn into Closed session.
Initiating Department: City Administration
Staff Contact: Mayor

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/ JUSTIFICATION

The Taylor City Council will conduct a closed meeting under Section 551.072 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

14a. [Executive Session form](#)