

AGENDA

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

FEBRUARY 9, 2012, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

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

CONSENT AGENDA

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

1. Minutes for January 26, 2012. (Susan Brock)
2. Approve Ordinance 2012-05 regarding an application to rezone from B-1 Local Business to B-2 General Business for property located at the northwest corner of T.H. Johnson Drive and North Main Street, also described as 7.41 acres situated in the William J. Baker Survey AW-0065, City of Taylor, Williamson County. (John Elsdon)
3. Consider accepting Tax Increment Financing District Annual Report. (Bob van Til)
4. Appoint chair to the Tax Increment Finance District 1 Advisory Board. (Bob van Til)

PROCLAMATION

5. Proclamation: Recognizing February as Black History Month. (Mayor)

PUBLIC HEARINGS AND/OR ORDINANCES

6. Consider introducing Ordinance 2012-07 amending the Animal Ordinance 2009-7 regarding the definition of slaughter. (Jeff Straub)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

7. Consider plan to resurface the tennis courts at Murphy Park and possible amendment to the Parks Master Plan. (Jeff Straub)
8. Consider receiving the Comprehensive Annual Financial Report for fiscal year 2010/2011. (Rosemarie Dennis)
9. Consider approving Resolution R12-03 authorizing the suspension of the proposed effective date of the proposed rate schedules of the Mid-Tex Division of Atmos Energy. (Danny Thomas; Randy Hartford)
10. Consider accepting quarterly report from the Taylor Chamber of Commerce for October-December, 2011. (Thomas Martinez, President)
11. Consider awarding contract to ACS Firehouse for first responder billing services. (Chief Ekiss)
12. Consider a redevelopment agreement regarding improvements to property located at 115 North Main Street. (Bob van Til)
13. Consider Resolution R12-04 supporting an application by Hamilton Valley Management, Inc. for tax credits from the Texas Department of Housing and Community Affairs. (Bob van Til)
14. Discuss and develop plan to update Strategic Plan. (Jim Dunaway)

EXECUTIVE SESSION

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

- Project Millwood

16. Consider action from Executive Session.

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act. I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on February 6, 2012 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Daily Press.

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

Posted By: _____

Susan Brock, City Clerk

Date _____

2/6/12



City Council Meeting February 9, 2012 Agenda Item Transmittal

Agenda Item #: 1
Agenda Title: Minutes for January 26, 2012.
Council Action: Motion to approve or approve with corrections
Initiating Department: City Management/City Clerk
Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

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

2. DESCRIPTION/ JUSTIFICATION

N/A

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. REFERENCE FILES

1a. [Minutes, January 26.](#)

The City Council of the City of Taylor met on January 26, 2012, at City Hall, 400 Porter St., Taylor, Texas. Mayor Hill 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 Jesse Ancira
Council Member John McDonald
Council Member Chris Osborn

City Manager, Jim Dunaway
Assistant City Manager, Jeff Straub
Assistant City Attorney, Mark Schroeder
City Clerk, Susan Brock

INVOCATION

Jeff Ripple led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

CONSENT AGENDA

1. MINUTES JANUARY 12, 2012.
2. APPROVE ORDINANCE 2011-23 AMENDING THE ZONING ORDINANCE TO ADD 'FOOD BANK OR PANTRY' TO DEFINITIONS, DELETE DEFINITIONS FOR 'INSTITUTION FOR RELIGIOUS, CHARITABLE, OR PHILANTHROPIC NATURE' AND 'NON PROFIT ACTIVITIES BY A CHURCH', AND CHANGE DEFINITIONS AND DISTRICTS FOR AUTO REPAIR, AND AMEND THE FUTURE LAND USE MAP RELATING TO THE DOWNTOWN NEIGHBORHOOD (DN) DISTRICT.

ORDINANCE 2011-23

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2001-17 ADOPTED BY THE CITY OF TAYLOR, TEXAS ON APRIL 24, 2001 AS HERETOFORE AMENDED, BY ADDING FOOD BANK OR PANTRY TO TABLE 3, PERMITTED USES; MODIFYING TABLE 3 FOR MAJOR AUTO REPAIR, MINOR AUTO REPAIR, AND AUTOMOBILE ACCESSORY INSTALLATION (MINOR); ADDING FOOD BANK OR PANTRY TO SECTION 11, DEFINITIONS; MODIFYING CHAPTER 11, DEFINITIONS, FOR AUTOMOBILE ACCESSORY INSTALLATION (MINOR), AUTOMOBILE REPAIR, MINOR, AND AUTOMOBILE REPAIR, MAJOR; DELETING NON-PROFIT ACTIVITIES BY A CHURCH AND INSTITUTION FOR RELIGIOUS, CHARITABLE OR PHILANTHROPIC NATURE FROM TABLE 3; MODIFYING THE FUTURE LAND USE MAP; AND PROVIDE A SAVINGS CLAUSE.

3. ACCEPT SEMI ANNUAL IMPACT FEE REPORT FROM THE TAYLOR IMPACT FEE ADVISORY COMMITTEE FOR PERIOD OF JULY 1-DECEMBER 31, 2011.
4. CONCUR WITH PRELIMINARY FINANCIALS FOR DECEMBER, 2011.

Council Member McDonald requested to have agenda item number four removed from the consent agenda for further discussion. Mayor Pro Tem Gonzales moved

to approve items number one through three as presented and Council Member McDonald seconded the motion. VOTE: Five voted AYE. Motion passed.

4. CONCUR WITH PRELIMINARY FINANCIALS FOR DECEMBER, 2011.
Council Member McDonald asked Ms. Dennis for additional clarification on the hotel/motel tax revenue. Without further discussion, Council Member McDonald moved to approve the preliminary financials for December, 2011 and Mayor Pro Tem Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

PUBLIC HEARINGS

5. CONDUCT A PUBLIC HEARING REGARDING AN APPLICATION FOR A REZONE FROM B-1 LOCAL BUSINESS TO B-2 GENERAL BUSINESS FOR PROPERTY LOCATED AT THE NORTHWEST CORNER OF T. H. J. JOHNSON DRIVE AND NORTH MAIN STREET, ALSO DESCRIBED AS 7.41 ACRES SITUATED IN THE WILLIAM J. BAKER SURVEY AW-0065, CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS.

Mr. John Elsdon presented a request to rezone property from local business to general business for property located at the corner of T. H. Johnson and North Main Street. Future development of this property includes the construction of McCoy's Lumber and the sale of the property is contingent on the approval of a change in zoning. Mr. Elsdon stated that the Future Land Use Map designates this area as Commercial and this change in zoning is compatible with the planned use.

Council Member Ancira asked staff to be certain the school(s) have been contacted for any comments or concerns regarding future development planned for this site. Mr. Elsdon responded that all adjacent property owners have been notified and contacted and there were no objections.

Mayor Hill declared the public hearing open; hearing no public comments, the hearing was closed.

ORDINANCES

6. CONSIDER INTRODUCING ORDINANCE 2012-05 REGARDING AN APPLICATION FOR A REZONE FROM B-1 LOCAL BUSINESS TO B-2 GENERAL BUSINESS FOR PROPERTY LOCATED AT THE NORTHWEST CORNER OF T. H. J. JOHNSON DRIVE AND NORTH MAIN STREET, ALSO DESCRIBED AS 7.41 ACRES SITUATED IN THE WILLIAM J. BAKER SURVEY AW-0065, CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS.

Mr. Elsdon presented the Ordinance corresponding to the previous agenda item discussed during the Public Hearing. Hearing no objections, Mayor Hill asked Mr. Schroeder to introduce the ordinance.

ORDINANCE NO. 2012-05

AN ORDINANCE CHANGING THE ZONING OF PROPERTY BEING 7.528 ACRES OF LAND MORE OR LESS IN THE WILLIAM J. BAKER SURVEY,

ABSTRACT, GENERALLY LOCATED AT 3401 NORTH MAIN STREET TAYLOR WILLIAMSON COUNTY, TEXAS, LEGALLY DESCRIBED IN THIS ORDINANCE FROM LOCAL BUSINESS B-1, TO GENERAL BUSINESS B-2; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

7. CONSIDER BOARD APPOINTMENTS AND REAPPOINTMENTS FOR CITY BOARDS AND COMMISSIONS.

Ms. Brock presented recommended board appointments and reappointments for all committees. Council Member Ancira asked Mr. Mike DeVito for specific details regarding the selection of members for the Parks and Recreation Advisory Board. Mr. DeVito said the Board tries to include representatives from a wide variety of sports and activities and continues to seek volunteers who can provide insight on the recreation needs of the community. Staff was asked to poll other communities for their methods used to recruit new members and terms of appointments.

Hearing no additional comments Mayor Pro Tem Gonzales moved to approve appointments and reappointments as presented and Council Member Ancira seconded the motion. VOTE: Five voted AYE. Motion passed.

8. CONSIDER APPROVING RESOLUTION R12-02 CALLING AN ELECTION ON MAY 12, 2012 FOR THE PURPOSE OF ELECTING ONE COUNCIL MEMBER FROM DISTRICT 2 AND ONE COUNCIL MEMBER FROM DISTRICT 3.

Ms. Brock presented a request to approve a resolution calling a council election on May 12, 2012. Council member districts 2 and 3 terms expire this year and a formal resolution is required to begin the election process. It was noted that the polling places for these two districts have moved. District 2 polling site will be at the Library and District 3 will be located at Pasemann Elementary School.

Mayor Pro Tem Gonzales moved to approve Resolution R12-02 and Council Member McDonald seconded the motion. VOTE: Five voted AYE. Motion passed.

9. RECEIVE AND DISCUSS INFORMATION REGARDING CITY STREET INVENTORY.

Mr. Dunaway provided an introduction to the results of the pavement inventory and Mr. Casey Sledge continued with a presentation of the details of the report. Included in the report was a detailed assessment of the conditions of streets, a ranking system, cost estimates and pavement rehabilitation options.

After much discussion, Council Member Osborn moved to continue reviewing the information at a special meeting at 6:00 pm on February 16, 2012 and Council Member McDonald seconded the motion. VOTE: Five voted AYE. Motion passed.

ADJOURN

With no further business; Mayor Hill adjourned the meeting at 8:32 p.m.

Don Hill, Mayor

ATTEST:

Susan Brock, City Clerk



City Council Meeting February 9, 2012 Agenda Item Transmittal

Agenda Item #: 2

Agenda Title: Approve Ordinance 2012-05 to rezone property from B-1 Local Business to B-2 General Business for property located at the northwest corner of T. H. Johnson Drive and North Main Street, also described as 7.41 acres situated in the William J. Baker Survey AW-0065, City of Taylor, Williamson County.

Council Action to be taken: Approve by consent Ordinance 2012-5

Initiating Department: Planning and Development

Staff Contact: John Elsdon, City Planner

1. INTRODUCTION/PURPOSE

The purpose of this item is to approve Ordinance 2012-05 to rezone property in the vicinity of 3409 N Main Street from B-1 to B-2, also described as 7.528 Acres situated in the William J. Baker Survey AW-0065, Taylor TX, Williamson County, applicant is McCoy Corp., property owner is Thomas Anderson Jones, Trustee of the Jane E. Jones Revocable Living Trust.

2. DESCRIPTION/ JUSTIFICATION

This item was presented at a public hearing at the January 26th council meeting and introduced, and is now under consideration to be approved by consent.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

Client waiting to close on purchase of this property contingent on approval of this request to rezone.

5. RECOMMENDATION

Staff recommends that the Council approve Ordinance 2012-05. The Planning and Zoning Commission forwarded a favorable recommendation to approve this request during their January 10, 2012 meeting.

6. REFERENCE FILES

2a. [Ordinance 2012-05](#) with legal description

ORDINANCE 2012-05

AN ORDINANCE CHANGING THE ZONING OF PROPERTY BEING 7.528 acres OF LAND MORE OR LESS IN THE THE WILLIAM J. BAKER SURVEY, ABSTRACT, GENERALLY LOCATED AT 3401 NORTH MAIN STREET TAYLOR WILLIAMSON COUNTY, TEXAS, LEGALLY DESCRIBED IN THIS ORDINANCE FROM LOCAL BUSINESS B-1, TO GENERAL BUSINESS B-2; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

Whereas, the Taylor City Council conducted a public hearing on January 26, 2012, to consider the request made by Thomas Anderson Jones, Trustee, the owner of the Property legally described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes ("Property"), to change the zoning for the Property from Local Business B-1 to General Business B-2; and

Whereas, the Planning and Zoning Commission, after conducting a public hearing on January 10, 2012, to consider the zoning request, recommended the zoning change to the City Council; and

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

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

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

SECTION 2. The Property is changed from Local Business (B-1) to General Business (B-2).

SECTION 3. The Official Zoning map of the City of Taylor, Texas, is changed to show the Property zoning changed from Local Business (B-1) to General Business (B-2).

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

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

SECTION 6. In accordance with Article VIII of the City Charter, Ordinance 2012-05 was introduced before the Taylor City Council on the 26th day of January, 2012.

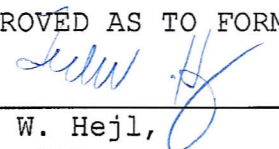
PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2012.

Don Hill, Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:



Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2012-05, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2012, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____, 2012.

Susan Brock
City Clerk

May 6, 2005

7.528 ACRES

These notes describe that certain tract of land situated in the W. J. BAKER SURVEY, ABSTRACT NO. 65, located in the City of Taylor, Texas, County of Williamson; subject tract being out of a called residue of "250.00 Acre" tract conveyed to Jane E. Jones in volume 358, page 112 of the Deed Records of Williamson County, Texas; being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, subject tract being more fully described as follows:

BEGINNING at a ½" iron rod found at the southwest corner of a called "2.323 Acre" tract of land from Jane E. Jones to Trinity Lutheran Church in Warranty Deed dated 5/27/2003, recorded in Document No. 2003053563, Official Public Records of Williamson County (OPRWC), the same being the northwest corner of the herein described tract;

THENCE North 70°53'15" East, with the subject tract a distance of 368.03 feet to a ½" iron rod found being the southeast corner of aforementioned "2.323 Acre", tract and the southwest corner of the Trinity Lutheran Church Subdivision, said subdivision recorded in Cabinet X, Slide 263, Plat Records of Williamson County (PRWC);

THENCE North 70°53'15" East, with the south line of said Trinity Lutheran Subdivision, a distance of 633.20 feet to a ½" iron rod found along the western R.O.W. of State Highway 95, for the northeast corner of the herein described tract;

THENCE South 19°05'19" East, with the western R.O.W. line of said State Highway 95, a distance of 326.94 feet, to a ½" iron rod set at the intersection of State Highway 95 and T.H. Johnson Drive, for the southeast corner of the herein described tract;

THENCE South 70°48'16" West, along the northern R.O.W. line of said T.H. Johnson Drive (60' Right-of-Way) for a distance of 1000.45 feet to a ½" iron rod set for the southwest corner of the herein described tract, same being for the Southeast corner of Lot 79, Block "P", North Park Phase I, plat of which is recorded in Cabinet "X", Slide 182, of the Plat Records of Williamson County, Texas, (PRWC);

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


Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249



Exhibit A



City Council Meeting February 9, 2012 Agenda Item Transmittal

Agenda Item #: 3
Agenda Title: Consider the Tax Increment Financing (TIF) District's Annual Report
Council Action to be taken: Approve by consent agenda
Initiating Department: Planning and Development
Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

This item is intended for the Council to consider as part of the consent agenda, the annual report of the Taylor Tax Increment Financing (TIF) District.

2. DESCRIPTION/ JUSTIFICATION

State law requires that the City submit an annual report of the TIF District's financial activities to the Comptroller's Office and the Attorney General's Office. Our practice is also to share the report with the County, since they are a funding-partner, the Chamber, Taylor EDC, the Taylor ISD, and the Taylor Daily Press.

The report is due before the 90th day after the fiscal year. However scheduling challenges have delayed the report in being routed this year. There are no punitive repercussions for being late with the report.

A TIF District is economic development financing tool. Its strength lies in that both the County and the City can contribute to the TIF Fund. The District is a distinct geography (please see the attached map). The funding for the District is derived from an 'increment' of the present property tax values over the property tax values identified in the 'base year' during which the District was created. For instance, the base year value for TIF District #1 was \$24.5 million. In 2010 property values were \$31.6 million. This difference between the two tax years (\$7.1 million) is the value on which the TIF yield is calculated. The current tax rates are applied to the incremental value and the tax yields are then deposited into the TIF Fund. The tax yield on the original \$24.5 million still goes to the respective taxing entities. The school district cannot participate in TIF Districts although they are required to have a representative on the Advisory Board. The TIF District was created to be in effect for 25 years.

The District was created in 2005 in response to one of the objectives in the 2004 Comprehensive Plan to generate funds for economic development in the Downtown area.

The City and the County both participate in the funding of the district. The funds generated are earmarked for public improvements in the district.

Disbursement of funds is made via recommendations from the TIF Advisory Board, which is the Main Street Advisory Board with representation from the Taylor ISD (Bill Mikulencak) and the County (Ed. Komandosky).

3. FINANCIAL/BUDGET

The balance in the TIF fund as of September 30, 2011: \$360,080.27. This year's income was: City - \$57,504; County \$34,620, plus interest.

4. TIMELINE CONSIDERATIONS

None.

5. RECOMMENDATION

The TIF Advisory Board met on January 18, 2012 to review the annual report. They recommended that the Council approve the report.

6. REFERENCE FILES

3a. [Annual report](#)

3b. [TIF Number 1 Map](#)

TAYLOR TAX INCREMENT FINANCING DISTRICT #1

ANNUAL REPORT

SEPTEMBER 30, 2011

Prepared by:
Department of Planning and Development
The City of Taylor, Texas
www.taylortx.gov
512-352-5990

Legislative Requirements.

Section 311.016 of the Texas Tax Code Requires that prior to the 90th day following the last day of the City's fiscal year, the City must prepare and submit a report on the status of the Zone to the chief executive officer of each taxing entity that levies taxes in the Zone.

Distribution.

In accordance with this section the report will be distributed to:

City Manager of the City of Taylor,
Superintendent of the Taylor Independent School District,
Williamson County Judge
Texas Attorney General's Office
Texas Comptroller's Office

Extra copies will be provided to:

Taylor Economic Development Corporation,
Chamber of Commerce,
Taylor Daily Press.

Finally, the report will also be posted on the City's website.

Local legislative History of the District.

The Taylor Tax Increment Finance (TIF) District #1 was created by Ordinance 2005-9 on June 28, 2005. The Interlocal Agreement with Williamson County was finalized by the County Commissioners on October 25, 2005. The base year for the TIF District is January 1, 2005.

Geography and Map of the zone.

The zone consists of 128 acres. It is generally located in Taylor's Downtown area. However, approximately 40 percent of the district is south of the Union Pacific Rail Road.

A map of the District is attached as exhibit "A".

Governance.

The Taylor TIF District #1 is governed by an Advisory Board and the City Council. The Advisory Board consists of the Main Street Advisory Board and an appointee from both the Taylor Independent School District and the County.

The TIF District #1 Advisory Board is responsible for reviewing information and providing recommendations to the City Council.

Financial Data.

Section 311.016 of the Texas Tax Code requires that the following information be provided to each taxing unit that collects taxes in the District:

1. The amount and source of revenues in the TIF fund. The District was created on January 1, 2005. The 2010 disbursement from the City was \$57,504 and the 2010 disbursement from the County was \$34,620. Including interest, the revenue to the TIF#1 fund since its inception is \$367,580.27.
2. The amount and purpose of expenditures from the TIF Fund. In accordance with a contract for services with Komatsu Architecture for the update of the Downtown Master Plan the TIF fund expended \$7,500.
3. The amount of principal and interest due on outstanding bonded indebtedness. The Fund has no bonded indebtedness.
4. The tax increment base and current captured appraisal value retained by the zone. The January 1, 2005 initial tax base was \$24,550,177. The 2010 taxable value was \$31,615,458
5. The captured appraisal value shared by the City and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the Tax Increment Financing Plan adopted by the City Council. No activity to report during this period.
6. The current balance of the TIF fund as of September 30, 2011 is **\$360,080.27**

Questions regarding this report should be directed to:

Mr. Bob van Til, AICP, CEcD
Director of Planning and Development
400 Porter Street
Taylor Texas 76574
bob.vantil@taylortx.gov
512-352-5990 x 16



TAYLOR TIF ZONE # 1



***City Council Meeting
February 9, 2012
Agenda Item Transmittal***

Agenda Item #: 4
Agenda Title: Appoint Chair to the Tax Increment Financing (TIF) District Number 1 Advisory Board.

Council Action to be taken: Consider appointment via the consent agenda.

Initiating Department: Planning and Development

Staff Contact: Bob van Til
Director of Planning and Development

1. INTRODUCTION/PURPOSE

The purpose of this item is to appoint the Chair of the TIF Advisory Board. Typically, the Chair of the Main Street Advisory Board has served as the Chair of the TIF Advisory Board.

2. DESCRIPTION/ JUSTIFICATION

In 2005, the City created the Taylor Tax Increment Financing District #1 in response to an objective contained in the 2004 Comprehensive Plan. With the creation of the District, the Council appointed the Main Street Board as the TIF District Advisory Board since the district covers the Main Street area for the most part.

Ordinance 2005-9, which created the TIF District, states that the Council shall appoint the Chair of the Advisory Board annually. The Chair serves from January to December. The Board, in turn, selects officers from within itself as required by State law.

Last year, the Council appointed Mrs. Carol Bachmeyer, Chair of the Main Street Advisory Board.

3. FINANCIAL/BUDGET

4. RECOMMENDATION

Staff recommends that the current Chair of the Main Street Board, Mrs. Christina Davis, be appointed as the 2012 TIF Advisory Board Chair. Mrs. Davis has agreed to serve if appointed.

5. REFERENCE FILES

4a [TIF Board](#)

BOARD	TERM (Yrs)	MEMBER	APPOINTED	EXPIRES
TIF - MAIN STREET ADVISORY BOARD	3	Jan Konarik 601 CR 475, Thrall 76578 (H) 856-2934; (C) 636-0302 jakonarik@yahoo.com	1-2012	1-2015
	3	Stacy Stork 2107 Lathan Lane (H) 595-5082; (C) 361-633-1267 stacystork@aol.com	1-2012 (Filling unexpired term)	1-2013
	3	Wyndy Ellis 418 Vernon (H) 309-4705 Wyndy3@gmail.com	1-2011 (Filling an unexpired term)	1-2013
	3	Janette Polach 1230 CR 404 (H) 352-6269; (O) 365-5555 (C) 422-5450 polach@gte.net	1-2012	1-2015
	3	Irene Michna 1101 Victoria St. (H) 365-6056; (C) 680-8093 waltonIK@aol.com	1-2012	1-2015
	3	Dana Moehnke 1201 W. Lake Drive. (H) 352-6509 (c) 563-3246 Danamo3@yahoo.com	1-2012	1-2015
	3	Ed Hile 106 E. 2 nd St (H) 777-3106; (C) 713-560-6641 Ed.hile@swbell.net	1-2012	1-2015
	3	Christina Davis 4206 Big Bend Trail (H) 365-4625 info@austincomputerlabs.com	1-2011	1-2014
	3	Bobby Seiferman 3945 Lord Byron Circle Round Rock, TX 78664 (H) 238-6506; (C) 925-4048 admanager@taylordailypress.net	1-2012	1-2015
	3	Lynn Gates 500 Drake Lane (H) 352-3977; (C) 361-215-9946 Lynn_gates@sbcglobal.net	1-2011	1-2014
	3	Mary Linda Hays 1117 Howard P.O.Box 272 (H) 365-8717; (C) 635-9558 frills@austin.rr.com	1-2010	1-2013
		Bill Mikulencak	Taylor ISD Appointee	
		Ed Komadosky	County Appointee	



***City Council Meeting
February 8, 2012
Agenda Item Transmittal***

Agenda Item #: 5
Agenda Title: Proclamation: Recognizing February as Black History Month

Council Action to be taken: Read and Present Proclamation

Initiating Department: Community Development
City Management

Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

The purpose of this item is to read and present a proclamation celebrating February as Black History Month.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

5a. [Proclamation](#) for Black History Month

Proclamation

Black History Month

WHEREAS, since 1976, February has been designated as Black History Month to recognize the valuable contributions of African Americans throughout American history; and

WHEREAS, the history of the City of Taylor is celebrated by the rich diversity, different cultures and family traditions of its residents; and

WHEREAS, contributions made by African Americans have enriched the heritage of our City; and

WHEREAS, during Black History Month everyone is encouraged to recognize the common American ideals of freedom, equality and justice for everyone;

NOW, THEREFORE, on this the 9th day of February, on behalf of the City Council of the City of Taylor, I do hereby proclaim the month of February, 2012 as

Black History Month

Donald R. Hill, Mayor



City Council Meeting February 9, 2012 Agenda Item Transmittal

Agenda Item #: 6
Agenda Title: Consider introducing Ordinance 2012-7 amending Animal Ordinance 2009-7 regarding the definition of slaughter.

Council Action to be taken: Introduce

Initiating Department: City Manager's Office

Staff Contact: Jeff Straub, Assistant City Manager

1. INTRODUCTION/PURPOSE

Recently, the police department and animal control have received complaints about individuals doing field dressing of deer in open view in residential areas of the city. Complainants report that viewing this activity is offensive. Staff was asked to work with the City Attorney's Office to craft an amendment to the Animal Control Ordinance to prohibit this activity.

2. DESCRIPTION/ JUSTIFICATION

Currently, in this ordinance, the term "Slaughter" means the act of killing cattle, goats, sheep, rabbits, swine or fowl.

The amended definition will read: "*Slaughter*" means the act of killing, **butchering, field dressing or meat processing** cattle, goats, sheep, **deer**, rabbits, swine or fowl.

This ordinance shall not apply to those areas designated as RA or rural/agricultural in the City of Taylor Development Ordinances.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

A few years ago, this ordinance was amended to prohibit the slaughter of goats in a residential area in that many also found this activity to be offensive.

5. RECOMMENDATION

Staff recommends introduction of the ordinance.

6. REFERENCE FILES

6a. [Ordinance 2009-07](#)

6b. [Ordinance 2012-07](#)

ORDINANCE NO. 2009-7

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, ESTABLISHING GENERAL REGULATIONS FOR THE CONTROL OF ANIMALS WITHIN THE CITY; ESTABLISHING AN ANIMAL CONTROL OFFICER; ESTABLISHING AN ANIMAL CONTROL APPEALS BOARD; REQUIRING VACCINATIONS AND REGISTRATIONS OF REQUIRED ANIMALS; PROHIBITING ANIMALS FROM RUNNING AT LARGE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE, EXCEPT WHERE A DIFFERENT PENALTY HAS BEEN ESTABLISHED BY STATE LAW FOR SUCH OFFENSE, OR FOR ANY VIOLATION OF ANY PROVISION WHICH GOVERNS PUBLIC HEALTH OR SANITATION WHICH SHALL BE PUNISHED BY PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR PUBLICATION; AND PROVIDING EFFECTIVE DATE.

Section 1. Definitions

In this Ordinance the following words and terms shall have the following meanings ascribed to them unless the context indicates otherwise:

"Abandon" shall mean to dump, desert, or leave any animal on public or private property with the intent of terminating any further responsibility for said animals and shall also mean failing to properly redeem any animal impounded or quarantined by the City.

"Animal" shall mean any living creature, domestic or wild, including, but not limited to, dogs, cats, cows, horses, birds, fish, mammals, reptiles, insects, fowls, chickens and livestock but specifically excluding human beings.

"Animal Control Officer" shall mean the person designated by the City Manager to enforce this Ordinance or an authorized representative.

"Cat" shall mean a domesticated animal that is a member of the felidae (feline) family but does not include a lion, tiger, bobcat, jaguar, panther, leopard, cougar, or other wild animal of this family or hybrids.

"City" shall mean the City of Taylor, Texas.

"Dangerous Dog" shall mean a dog that:

1. makes an unprovoked attack on a person or other animal that causes bodily injury to the person or animal and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
2. commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts caused a person to reasonably believe that the dog will attack and cause bodily injury to that person.

"Designated veterinarian" shall mean a licensed veterinarian who has been approved by the City to collect fees for and issue licenses for animals.

"Dog" shall mean a domesticated animal that is a member of the canidae (canine) family but does not include a wolf, jackal, fox or other wild animal of this family or hybrids.

"Fowl" shall mean all birds, e.g., turkeys, pheasants, quail, guineas, geese, ducks, peafowl and other domestic feathered creatures and nondomestic feathered creatures, regardless of age or sex, except chickens which are shall be subject to the provisions of Section 21 below.

"Guard Dog" shall mean any dog which has been trained for the purpose of protecting property by a guard dog company which is required to be licensed pursuant to Article 4413(29bb) V.T.C.S., as amended from time to time.

"Hybrid" shall mean the product of the mating of two different species of animals regardless of the number of generations born since that original mating.

"Licensed Veterinarian" shall mean a person licensed to practice veterinarian medicine.

"Livestock" shall mean horses, or any member of the domesticated horse family, including but not limited to, mules, donkeys, and ponies; and all types of varieties of cattle, bulls, and all members of the cow family, and all types of domesticated swine, sheep, goats, ostriches and emus.

"Miniature Swine" shall mean any member of the swine family which has, through selective breeding, been genetically manipulated so as to attain a maximum height of 18 inches at the shoulder and a maximum weight of 60 pounds.

"Owner" shall mean any person owning, keeping or harboring an animal.

"Person" shall mean an individual, firm, partnership, association, corporation or other legal entity.

"Prohibited Animal":

1. Means an animal, other than a common domestic species and regardless of state or duration of captivity, that poses a potential physical or disease threat to the public or that is protected by international, federal or state regulations including, but not limited to the following:
 - a. Class Reptilia: Family Helodermatidea (venomous lizards); Family Viperidae (rattlesnakes, copperheads, cottonmouths, other pit vipers and true vipers); Family Elapidae (coral snakes, cobras, mambas, and other elapids); the following listed species of Family Colubridae - Dispholidus typus (Boomslang), Hyrodynastes gigas (water cobra), Boiga (mangrove snake), and Thelotornis (African twig snake) only Order Phidia, Family Boidae (racers, boas, water snakes and pythons); and Order Crocodilia (crocodiles, alligators, caimans, and gavials);
 - b. Class Aves: Order Falconiforms (such as hawks, eagles, and vultures); Subdivision Ratitae (such as rheas, and cassowaries); and Order Strigiforms (such as owls):
 - c. Class Mammalia: Order Carnivora, Family Felidae (such as ocelots, margays, tigers, jaguars, leopards, and cougars), except commonly accepted domesticated cats; Family Canidae (such as wolves, wolf-dog hybrids, dingos, coyotes, and jackals), except domesticated dogs; Family Mustelidae (such as weasels, skunks, martens, ferrets, mink, and badgers): Family Procyonidae (raccoon); Family

Ursidae (such as bears); Order Marsupialia (such as kangaroos and common opossums); Order Edentata (such as sloths, anteaters, and armadillos); Order Proboscidea (elephants); Order Primata (such as monkeys, chimpanzees, and gorillas); Order Rodentia (such as porcupines); and Order Ungulata (such as antelope, deer, bison, and camels);

- d. Animals not listed: The Animal Control Officer may declare any species of animal not listed in this subsection as "prohibited" if the confinement of the animal within the City can be shown to constitute a threat to public health and safety; and

2. does not mean:

- a. a bird kept in a cage or aviary that is not regulated by international, federal, or state law; or
- b. a gerbil, hamster, guinea pig, or laboratory mouse or rat.

"Running at large" shall mean not completely confined by a building, wall or fence of sufficient strength or construction to restrain the animal, except when such animal is either on a leash, or held in the hands of the owner or keeper, or under direct supervision of the owner within the limits of the owner's private property. Any animal confined within an automobile or other vehicle shall not be deemed running at large.

"Secure enclosure" means a fenced area or structure that is:

1. locked;
2. capable of preventing the entry of the general public, including children;
3. capable of preventing the escape or release of a dog or other animal;
4. clearly marked as containing a dangerous dog; and
5. in conformance with the requirements for enclosures established by the Animal Control Officer.

"Serious bodily injury" means any physical injury that involves a substantial risk of death, disfigurement, or impairment of any part of the body including, but not limited to, a broken bone or a laceration requiring either multiple stitches or cosmetic surgery.

"Slaughter" means the act of killing cattle, goats, sheep, rabbits, swine or fowl.

"Unprovoked" means action by an animal that is not:

1. in response to being tormented, abused, or assaulted by any person; or
2. in protection of itself or its food, kennel, immediate territory, or nursing offspring.

"Wild animal" shall mean any animal except the common domestic species (dogs, cats, horses, livestock and other common farm animals) regardless of the state or duration of captivity.

Section 2. Enforcement.

- A. City Manager shall designate an employee as the Animal Control Officer.
- B. Enforcement of this Ordinance and any state laws regulating animal control shall be the responsibility of the Animal Control Officer.
- C. The Animal Control Officer is authorized to:
 1. impound any animal in violation of this Ordinance;
 2. issue citations for any violation of this Ordinance or applicable state law.
- D. No person shall interfere with any Animal Control Officer or any authorized representative in the performance of their duties.
- E. The City Council shall establish the fees required by this Ordinance by resolution from time to time.

Section 3. Vaccination.

- A. The owner of a dog or cat shall have the animal currently vaccinated against rabies by a licensed veterinarian by

the time the animal is four (4) months of age and on a one year or three year basis thereafter depending on the type of vaccine used. After immunization the veterinarian shall issue to the owner of the animal a certificate of vaccination which contains the following information:

1. name and address of owner;
 2. animal identification including species, sex, age, size, predominant breed and colors;
 3. type of vaccination; and
 4. rabies tag number.
- B. Concurrent with the issuance of the certificate of vaccination the veterinarian shall provide to the owner of the dog or cat a metal rabies tag serially numbered showing the date of vaccination, the type of vaccination, the name, address and phone number of the veterinarian which shall be securely attached to the collar or harness of the vaccinated dog and worn at all times and able to be presented for a cat.
- C. A person, including a fostering organization, commits an offense without regard to mental state if the person owns, keeps, or harbors a dog or cat within the City without a current rabies vaccination, and fails to display a current license tag on a dog or able to be presented for a cat.

Section 4. License Tag by Designated Veterinarian.

- A. A licensed veterinarian located within or outside the City and who treats dogs and cats which are maintained within the City may apply annually to the Animal Control Officer to become a designated veterinarian. Application shall be in a form prescribed by the Animal Control Officer and shall be signed by the veterinarian applying for designation and shall have the force and effect of a contract. The City Council or City Manager or its designee is hereby authorized to approve such application on behalf of the City. Agreement shall be valid only for the calendar year and shall expire on December 31st.
- B. A designated veterinarian is authorized to issue a license tag to the owner of a dog or cat upon proof of a

current rabies vaccination certificate for the animal to be licensed and payment of the applicable license fee. A designated veterinarian shall not register any dog or cat without proof that the animal is currently vaccinated against rabies.

- C. A designated veterinarian shall collect the City's current license fee for each animal he registers and may retain from the fee an amount established by the City Council as payment for services and shall submit the balance to the City. A designated veterinarian assumes full responsibility for insuring that full payment is made to the City for each license tag. License fees collected by a veterinarian shall be paid to the City no later than the fifth (5th) day of the month following the month in which the fees were collected. A designated veterinarian shall be responsible for the proper handling of all City license tags issued to the veterinarian by the Animal Control Officer and shall be responsible for contacting Animal Control to receive additional tags prior to the supply running out.
- D. Any designated veterinarian who fails to comply with the procedures or requirements for the collection and payment of license fees shall immediately forfeit the designation.
- E. The Animal Control Officer shall provide the designated veterinarian with necessary monthly report forms and City license tags. The Animal Control Officer shall establish a collection procedure for the fees, a format for the tags and shall record the number of dogs and cats registered, name of owner, and other appropriate information. The Animal Control Officer may at reasonable times inspect the license records at a designated veterinarian's office.

Section 5. Registration; license.

- A. The owner of a dog or cat four (4) months of age or older shall annually register the animal with the City. Written application to register the animal for a license and payment of the applicable license fee shall be made to the City or to a designated veterinarian. The application shall include the name and address of the applicant, a description of the animal, and proof of a current rabies vaccination. Upon acceptance of the

application, a City license tag shall be issued, which shall bear an identifying number for the animal and the year of issuance. The license tag shall be securely attached to the collar or harness of a dog and worn at all times or able to be presented for a cat. No license fee shall be charged for dogs trained to assist audio- or visually-impaired persons, and police dogs.

- B. Animals fostered within the City shall wear the fostering tag for the appropriate organization until such time as the animal is adopted.
- C. Except as provided in Subsection B. above, a person commits an offense without regard to mental state, if the person owns, keeps, or harbors a dog or cat over four (4) months of age without having such dog or cat currently licensed by the City.
- D. A person commits an offense without regard to mental state, if the person owns, keeps, or harbors a dog or cat required to be licensed by this section and fails to display on the dog at all times a valid City license tag or be able to present a valid City license tag for a cat immediately upon request.
- E. A person commits an offense without regard to mental state if the person owns, keeps, or harbors a dog or cat and displays on the animal a City license tag issued to another animal.
- F. A person commits an offense without regard to mental state if the person owns, keeps, or harbors more than four (4) animals (dogs, cats, or both) over six (6) months of age.

Section 6. Revocation and Denial of Registration.

- A. The Animal Control Officer may deny or revoke registration for an animal owned by a person who: (1) has been convicted of Texas Penal Code, Article 42.09, as amended, or four or more separate violations of this Ordinance or of an animal control ordinance of another jurisdiction within any twelve (12) month period; (2) has had the same animal impounded four or more times within any twelve (12) month period; or (3) has abandoned an animal.
- B. If the Animal Control Officer revokes or denies

registration of a dog or cat, a written notice of the action and of the right to an appeal shall be given to the owner. The owner may appeal the decision of the Animal Control Officer to the Animal Control Appeals Board. The filing of a request for an appeal hearing stays an action of the Animal Control Officer in revoking or denying the registration until the Appeal Board makes a final decision.

- C. Within fifteen (15) calendar days after receipt of a notice of revocation or denial of registration, or after a final decision of the Appeals Board if an appeal is filed, a dog or cat owner shall remove the affected animal from the City limits. The Animal Control Officer or the Appeals Board may extend the fifteen (15) day removal period for an additional fifteen (15) calendar days. The owner shall provide the Animal Control Officer with a sworn statement confirming the removal of the animal.
- D. A person commits an offense without regard to mental state, if the person owns, keeps, or harbors a dog or cat within the City during a period when registration for the animal has been revoked or denied, or fails to remove a dog or cat when required by this section.

Section 7. Animal Control Appeals Board.

- A. There is hereby created the Animal Control Appeals Board and shelter advisory committee comprised of a licensed veterinarian to be appointed by the city council, a municipal official, one () person whose duties include the daily operation of an animal shelter one (1) representative from an animal welfare organization and a fifth member that is an individual that is resident of the City of Taylor. The denial or revocation of registration may be appealed by filing with the Animal Control Officer a written request for hearing within ten (10) days after notification of the denial or revocation. The filing of a request for an appeal stays the action until the Appeals Board makes a final decision, although it does not preclude the necessity for the animal to be removed from the City until all appeals are final. If written request for an appeal is not timely made, the denial or revocation is final.
- B. The Appeals Board may consider evidence offered by any interested person. The formal rules of evidence do not

apply. The Appeals Board shall make its decision on the basis of a preponderance of the evidence presented at the hearing. The Appeals Board should conduct a hearing and render a decision within fifteen (15) days after the request for an appeal is filed or as soon thereafter as practicable. The Appeals Board may affirm or reverse the denial or revocation. The decision of the Appeals Board shall be sent to the owner of the affected animal. The decision of the Appeals Board is final.

- C. In their capacity as the shelter advisory committee, it shall be the committee's duty to assist the animal control officer and the City of Taylor in compliance with the requirements of Chapter 823 of the Health and Safety Code. The advisory committee shall meet at least three (3) times a year.

Section 8. Running at Large.

It shall be unlawful for an owner of an animal without regard to mental state, to fail to keep the animal from running at large as defined in this Ordinance.

Section 9. Guard Dogs.

All guard dogs shall be registered annually with the Animal Control Officer prior to use as guard dogs. The City license tag for a guard dog shall be securely attached to the collar or harness on the animal and worn at all times. Guard dogs shall be restrained by a chain or leash not exceeding six (6) feet in length and humanely muzzled when off the premises where used.

Section 10. Impoundment.

- A. The following animals may be impounded:
1. Cats and dogs or miniature swine not exhibiting evidence of vaccination or registration.
 2. Any animal kept under conditions which can endanger the public or animal health.
 3. Any animal that has rabies or symptoms thereof or that a person could reasonably suspect of having rabies or that bites, scratches or otherwise creates a condition which may have exposed or transmitted the rabies virus to any human being or animal, or that requires observation for rabies as

determined by the Animal Control Officer.

4. Any animal running at large.
 5. Any animal treated in a manner determined to be in violation of Texas Penal Code, Article 42.09, as amended.
 6. Any animal in violation of any provision of this Ordinance.
 7. Any animal reasonably suspected of having inflicted bodily harm on any human being or animal that poses a threat to public safety or constitutes a public nuisance.
 8. Any prohibited animal.
- B. If any animal is found on the premises of any person, that person may confine such animal in a humane manner until the Animal Control Officer impounds such animal. When so notified, it shall be the duty of the Animal Control Officer to have such animal impounded.
- C. The City Council shall select and establish facilities in the City for the impoundment, quarantine, maintenance, and destruction of animals.
- D. Reasonable effort shall be made by the Animal Control Officer to contact the owner of any animal impounded which is wearing a current registration tag. However, the final responsibility for an impounded animal is that of the owner.

Section 11. Redemption of Animal.

- A. The owner may redeem an impounded animal upon payment of all applicable impoundment fees, handling fees, and any veterinarian bills or other cost incurred by the City for the impoundment, care and welfare of the animal and upon proof of compliance with the vaccination/registration requirements of this Ordinance. Any animal being held under quarantine or observation for rabies shall not be redeemed until released from quarantine.
- B. Impounded animals shall be held for three (3) days after the date of impoundment except any animal wearing a current registration and/or vaccination tag shall be

impounded for seven (7) days. If the owner of an impounded animal does not redeem it within the period of impoundment, disposition will be in accordance with this Ordinance.

Section 12. Disposition of Animals.

- A. Except as provided herein, any animal not redeemed within the above stated time periods after impoundment, or release from quarantine, shall become the property of the City and shall at the direction of the Animal Control Officer be placed for adoption, transferred to a bona fide humane society or humanely destroyed.
- B. Disposition of animals impounded on the grounds of cruel or inhumane treatment shall be determined by a court of competent jurisdiction.
- C. Any nursing baby animal impounded without the mother or where the mother cannot or refuses to provide care for the baby may be immediately destroyed to prevent further suffering. Any impounded animal that appears to be suffering from extreme injury or illness may be immediately destroyed to prevent further suffering.
- D. Any owner who no longer wishes responsibility for an animal or believes the animal to be ill or injured may sign a written waiver supplied by the Animal Control Officer allowing the animal to be immediately destroyed by the City. The owner of such animal shall be charged a fee for this service.

Section 13. Adoption of Dogs and Cats.

- A. A person may adopt a dog and/or cat from the City impoundment facility that has been spayed or neutered and classified as adoptable. If the animal is under six (6) months of age, the adopting owner must sign an agreement to have the animal spayed or neutered when the animal reaches the age of six (6) months.
- B. The Animal Control Officer may refuse to allow a person to adopt an animal to whom he has reason to believe:
 - 1. Would not have proper facilities to contain or care for the animal.
 - 2. Wants the dog or cat for the purpose of resale or

for purposes other than pet ownership.

3. There are reasonable grounds to believe the animal would be subjected to abandonment or cruelty.
- C. The person adopting the dog and/or cat shall pay all applicable costs of adoption, including vaccination, registration and veterinarian fees.

Section 14. Animal Quarantine.

- A. Any animal that has rabies or symptoms which could reasonably indicate rabies or that bites, scratches or otherwise creates a condition which may expose or transmit the rabies virus to a human being or other animal shall be impounded immediately. Upon notification, the owner shall surrender the animal to the Animal Control Officer for quarantine at the City's designated animal shelter, or with approval from the Animal Control Officer deliver the animal to a state-approved veterinarian quarantine facility for quarantine at the owner's expense. Quarantine shall be for a minimum of ten (10) days beginning on the date the incident occurred or longer as the Animal Control Officer may deem necessary. Animal quarantine shall be in accordance with any applicable rules and regulations adopted by the Texas Department of State Health Services.
- B. Quarantine shall be subject to the following conditions:
 1. The quarantine animal showing clinical signs of rabies shall be immediately destroyed and the head submitted to the nearest Texas Department of State Health Services Laboratory for testing.
 2. The animal placed in quarantine shall not be released without prior notification to and written approval from the Animal Control Officer.
 3. Home quarantine at the residence of the owner, if approved by the Animal Control Officer, must satisfy the following conditions.
 - a. Secure facilities are available and approved by the Animal Control Officer.
 - b. The animal is currently vaccinated against rabies.

- c. A licensed veterinarian must observe the animal on the first and last days of the quarantine period.
 - d. The owner of the animal shall notify the Animal Control Officer if the animal escapes, becomes or appears to become sick, or dies; and, in case of death of the animal while under quarantine, shall immediately surrender the dead animal to the Animal Control Officer for diagnostic purposes.
 - e. The animal was not running at large at the time of the incident.
 - f. The animal is isolated from all other animals, and human beings other than the individual(s) who own the animal.
- C. Any person shall immediately report to the Animal Control Officer, or Police Officer, knowledge or information regarding any animal that has
 - 1. exhibited symptoms of rabies, or
 - 2. been exposed to rabies, or
 - 3. bitten, scratched or otherwise created a condition which may have exposed or transmitted the rabies virus to any human being or animal.
 - 4. The report shall include the name and address of the victim and owner of the animal, if known, and any other information relating to the incident or animal.
- D. An owner shall submit an animal for quarantine to the Animal Control Officer or any Police Officer, if such animal is reported to have, or if the owner knows or suspects the animal to have:
 - 1. rabies or symptoms thereof, or
 - 2. been exposed to rabies, or
 - 3. bitten, scratched or otherwise created a condition

which may have exposed or transmitted the rabies virus to any human being or animal.

4. If the animal dies prior to the quarantine, the owner shall submit the animal to the Animal Control Officer for rabies diagnosis.
- E. The body of an animal that has died of rabies or that dies or is destroyed while in quarantine shall be disposed of only as directed by the Animal Control Officer.
- F. The owner of a quarantined animal shall pay all reasonable costs of the quarantine and disposition of the animal, including charges for shipment of animal tissues, if required, to the Texas Department of State Health Services Laboratory for testing.
- G. An animal that has been quarantined may be released by the Animal Control Officer after a licensed veterinarian determines that the quarantined animal does not show clinical signs of rabies and under the following conditions:
 1. At the end of the observation period upon proof of vaccination prior to release from quarantine.
 2. When all applicable fees have been paid.
 3. If the animal is not being held for legal proceedings.
 4. If appropriate City license registration has been obtained.
- H. It shall be unlawful for any person to interrupt the observation period or otherwise interfere with quarantine.
- I. It shall be unlawful for any person to destroy or remove from the City any animal that has bitten a person or other animal or that has been placed under quarantine, except when necessary to protect the life of any person or other animal or otherwise approved by the Animal Control Officer.
- J. The carcass of a dead animal exposed to rabies or suspected of having been rabid, shall, upon demand, be

surrendered to the Animal Control Officer.

- K. Wild animals shall not be placed in quarantine. Wild animals shall be humanely destroyed in such a manner the brain is not mutilated. The brain will then be submitted to a Texas Department of State Health Services Laboratory for testing.
- L. No person shall fail or refuse to surrender an animal for quarantine or for destruction when ordered by the Animal Control Officer.

Section 15. Animal Nuisances.

The following shall be considered a public nuisance and shall be unlawful:

- A. The keeping of an animal in such a manner as to endanger the public health, by the accumulation of animal waste which causes foul and offensive odors considered to be a hazard to other animals or human beings.
- B. To permit or allow an animal to urinate and/or defecate upon private or public property other than public streets or the property of the owner of said animal; and to fail to remove and dispose of in a sanitary manner any feces left by such animal.
- C. Property not kept free from carrion or other putrescible material.
- D. The keeping of bees in such a manner as to deny the lawful use of adjacent property or endanger the health and safety of others.
- E. The keeping of any animal which causes loud and unusual or frequent barking, howling or other noise that disturbs the peace and quiet of any person of ordinary sensibilities.
- F. The breeding, raising or keeping of any fighting roosters, game cock or other fowls which are to be used for fighting purposes.

Section 16. Animals Prohibited as Novelties.

- A. It shall be unlawful for any person to sell, offer for sale, rent, barter or give away as toys, premiums or novelties, baby chickens, ducklings or other fowl under three (3) weeks old, rabbits under two (2) months old, unless the manner or method is first approved by the Animal Control Officer.
- B. It shall be unlawful to color, dye, stain or otherwise change the natural color of any chickens, ducklings, or other fowl or rabbits or to possess for the purpose of sale or to be given away, any of the above mentioned animals which have been so colored.

Section 17. Wild; Wild-Hybrid; Prohibited Animals.

- A. It shall be unlawful to own, possess, keep or harbor any wild, wild-hybrid, or prohibited animal within the City.
- B. It is a defense to prosecution under this subsection that the owner or possessor:
 - 1. holds a valid prohibited animal permit issued under this section; or
 - 2. is a governmental entity.
- C. A permit for possession of a prohibited animal may be issued to:
 - 1. public zoo:
 - 2. public or private primary or secondary school; or
 - 3. an animal exhibition, rodeo, or circus of which the animal is an integral part, if the animal is restrained from inflicting injury upon persons, property, or other animals.

Section 18. Dangerous Dogs.

- A. Nuisance Declared

It is hereby declared to be a public nuisance that an owner harbors, keeps or maintains a dangerous dog in the City unless the owner complies with the requirements of this section, and State statutes regulating dangerous dogs. If the City ordinances are more restrictive or

require more than the statutes of the State of Texas, then the City of Taylor ordinances apply.

B. Requirements for Owner of Dangerous Dog

1. Not later than the 30th day after a person learns that the person is the owner of a dangerous dog, the person shall:
 - a. register the dangerous dog with the Animal Control Officer;
 - b. restrain the dangerous dog at all times on a leash in the immediate control of a person or in a secure enclosure;
 - c. obtain liability insurance coverage with a policy that has no deductible of at least \$100,000.00, to cover damages resulting from an attack by the dangerous dog causing injury to a person.
 - d. any dog declared a dangerous dog by the animal control officer must remain in custody of the City of Taylor, at the owner's expense, until it meets the requirements for the owner of a dangerous dog in the City of Taylor and the State of Texas.
2. For purposes of this section, a person learns that the person is the owner of a dangerous dog when:
 - a. the owner knows of an attack described in the definition of "Dangerous Dog"; or
 - b. the owner is informed by the Animal Control Officer that the dog is a dangerous dog.
3. If a person reports an incident described in the definition of "Dangerous Dog", the Animal Control Officer may investigate the incident. If, after receiving sworn statements of any witnesses, the Animal Control Officer determines the dog is a dangerous dog, it shall notify the owner of that fact.
4. The owner, not later than the 30th day after the date the owner is notified that a dog owned by the

owner is a dangerous dog, may appeal the determination of the Animal Control Officer to the Municipal Court. An owner may appeal a decision of the Municipal Court in the same manner as appeal for other civil cases.

The determination of the Animal Control Officer is final if the owner does not timely appeal.

5. The Animal Control Officer shall provide notice of the date, time and location of the hearing to the owner of the dangerous dog and to any complainant, either in person or by certified mail, return receipt requested. At the hearing, all interested persons shall be given the opportunity to be heard.
6. Upon recommendation of the City prosecutor, the Municipal Court Judge may declare that a dangerous dog is unfit to reside within the city limits of Taylor even if the owner meets the requirements for a dangerous dog. Before the Judge can order the dangerous dog removed from the city limits of Taylor a hearing must be held at the Taylor Municipal Court during which the owner is given the opportunity to present evidence that the dangerous dog should be allowed to remain within the city limits of Taylor if the owner meets the other requirements of a dangerous dog.

C. Registration.

1. The Animal Control Officer shall annually register a dangerous dog if the owner:
 - a. presents:
 - (1) proof of liability insurance with a policy that has no deductible in an amount of at least \$100,000.00, to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person.
 - (2) proof of current rabies vaccination of the dangerous dog.
 - (3) proof of a secure enclosure in which the dangerous dog will be kept.

- b. pays an annual registration fee established by resolution of the City Council from time to time.
 - c. provides two color identification photographs of at least three inches by three inches of each dangerous dog with one photograph showing the frontal view and the other photograph showing the side view of each dog.
 - d. provides the name, general description, including sex, weight, color, predominate breed, height and length and any other discernible features of the dangerous dog.
- 2. The Animal Control Officer shall provide to the owner registering a dangerous dog, a registration tag which shall be placed and maintained on the dog's collar at all times.
 - 3. If the owner of a dangerous dog sells or moves the dog to a new address, the owner, not later than the 14th day after the date of sale or move, shall notify the Animal Control Officer. If the dangerous dog has been sold or given away, the former owner shall provide the Animal Control Officer with the name, address and telephone number of the new owner. If the new owner resides in the City or if the animal is kept in the City, the Animal Control Officer shall notify the new owner in person or by certified mail, return receipt requested, that a determination has been made that the dog is dangerous and provide the new owner with a copy of the requirements for the owner of a dangerous dog. It shall be unlawful for the new owner to fail to comply with such requirements.
 - 4. The owner of a registered dangerous dog shall notify the Animal Control Officer or Taylor Police Department immediately if the dangerous dog is running at large, has bitten or attacked a human being or another animal, has died, or has been sold or given away.

D. Attack by dangerous dog

- 1. A person commits an offense if the person is the

owner of a dangerous dog and the dog makes an unprovoked attack on a person or another animal outside the dog's enclosure and causes bodily injury to a person or another animal.

2. An offense under this subsection is a Class C Misdemeanor, unless the attack causes serious bodily injury or death to a person in which event the offense is a Class A Misdemeanor.
3. If a person is found guilty of an offense under this section, the Court which hears the case may order the dangerous animal destroyed by a licensed veterinarian or a person authorized by State law.
4. In addition to criminal prosecution, a person who commits an offense under this subsection is liable for a civil penalty not to exceed \$10,000.00. The City Attorney may file suit in a court of competent jurisdiction to collect the penalty, which shall be retained by the City.

E. Violations

A person who owns or keeps custody or control of a dangerous dog commits an offense if the person fails to comply with any requirements for ownership of a dangerous dog. If the owner of any dog determined to be dangerous under this section fails or refuses to comply with requirements of this section, the dog shall be seized by the Animal Control Officer and humanely destroyed.

F. Defense

1. It is a defense to prosecution under Section 18(D) or Section 18(E) that the person is a veterinarian, a peace officer, a person employed by a recognized animal shelter or a person employed by the State or political subdivision of the State to deal with stray animals, and has temporary ownership, custody and control of the dangerous dog in connection with that position.
2. It is a defense to prosecution under Section 18(D) or Section 18(E) that the person is an employee of the institutional division of the Texas Department of Criminal Justice or a law enforcement agency and trains or uses dogs for law enforcement or

correction purposes.

3. It is a defense to prosecution under Section 18(D) or Section 18(E) that the person is a dog trainer or an employee of a guard dog company under the Private Investigators and Private Security Agencies Act, Article 4413(29bb), Vernon's Texas Civil Statutes, as amended.

Section 19. Miniature Swine.

- A. The owner of miniature swine shall annually register the animal with the City. Written application for registration and payment of applicable registration fees shall be made to the Animal Control Officer or designated veterinarian. The application shall include the name and address of the owner, a description of the animal and the current rabies vaccination certificate. Upon acceptance of the application, a City license tag shall be issued, which shall bear an identifying number for the animal and the year of issuance.
- B. Miniature swine may be kept as pets in the City subject to the following requirements:
 1. It shall be unlawful to keep, harbor or possess more than two (2) swine per household or business.
 2. No person may engage in the propagation or breeding of miniature swine within the City.
 3. It shall be unlawful for any person to keep or maintain miniature swine outdoors. A person may permit miniature swine outdoors for brief periods not to exceed one (1) hour per occurrence as necessary for exercise or for the elimination of waste. The outdoor area used for exercise and waste elimination must be a secure area from which the swine may not escape. Miniature swine are subject to all the other sections of this Ordinance including the prohibition of running at large.
 4. It shall be unlawful for any person to keep or maintain miniature swine within the City unless the swine have received annual vaccinations against erysipelas, parvo virus, and leptospirosis. The first inoculations for such diseases must be received before the animal is four (4) months of

age. The owner of miniature swine must provide the Animal Control Officer a health certificate from a licensed veterinarian within fourteen (14) days of vaccination which shall contain the following information:

- a. Name, address, driver's license and telephone number of the owner.
 - b. Name, address, and telephone number of the licensed veterinarian providing the vaccinations and certificate.
 - c. Name, recent photograph and description of the animal, giving the age, weight and height.
 - d. The types and dates of vaccinations.
 - e. A statement of the general health of the animal.
 - f. Certification that the animal has been either spayed or neutered.
5. It shall be unlawful for any person who owns, keeps, harbors, or has custody of any miniature swine to fail to display on such miniature swine at all times a valid City registration and vaccination tag.
 6. It shall be unlawful for any person who owns, keeps, harbors, or has custody of any miniature swine to display on such miniature swine a registration or rabies vaccination tag issued to another animal.
 7. All locations where miniature swine are kept shall be kept in a clean and sanitary condition. Exercise areas shall be cleaned of swine excrement at least once each week or more often upon complaints from adjacent property owners.
 8. The owner of any miniature swine shall notify the Animal Control Officer within fourteen (14) days if the miniature swine dies or has been sold or given away.

C. If the owner of a miniature swine fails or refuses to

comply with any of the requirements of this Section, the Animal Control Officer may deny or revoke the animal's registration and order the miniature swine removed from the City. The determination of the Animal Control Officer may be appealed to the Animal Control Appeals Board in the same manner as an appeal from the denial or revocation of a cat or dog registration.

Section 20. Livestock.

- A. It shall be unlawful for any person to keep any swine within the City except miniature swine as defined herein.
- B. It shall be unlawful for any person to keep a cow or horse on any premises, the overall area of which is less than one-third of an acre for each cow or horse kept, or keep more of said animals than can be cared for under sanitary conditions. The total number of cows or horses permitted shall not exceed one adult per one-third acre for the first acre, and two adults per acre for each additional acre over two acres of a single tract of land.
- C. Livestock pens, stables, corrals, or enclosures shall be capable of preventing the entry of the general public and capable of preventing the escape of the livestock.
- D. It shall be unlawful for any person to maintain, keep or house any fowl within 200 feet of any residential or commercial building, school, church, or other establishment owned by or otherwise leased by another. Notwithstanding, this provision shall not restrict parrots, parakeets and similar birds customarily kept as household pets when actually kept as a household pet.

Section 21. Chickens.

A. Definitions

"Adult Chicken" - shall mean any chicken of the age of 6 months or older.

"Contained" - shall mean kept in a fenced yard or pen with no roof with the wings of the adult chicken clipped sufficiently to prevent escape; or, kept in a pen or other coop or enclosure with a roof sufficient to prevent escape.

"Sufficient Shelter" - shall mean reasonable shelter with a roof and sides that is capable of protecting chickens from the

elements and shall be situated so there is a buffer area between it and neighboring property with sufficient access to allow the sufficient shelter to be effectively cleaned and which sufficient shelter shall be kept cleaned.

B. Chickens - Generally

1. No person shall keep, feed, raise, or maintain chickens in a residential area within the City except under the following conditions:
 - a. The person shall have a valid permit issued by the City of Taylor.
 - b. The chicken shall be contained within and have access to sufficient shelter;
 - c. The sufficient shelter shall be located behind the front elevation of the residence on which property the chickens are kept.
 - d. The Sufficient Shelter must be kept behind the residential property set back lines established in the City of Taylor, Texas, Subdivision Ordinance as now written or later amended.
2. No person shall keep, feed, raise, or maintain roosters in the City.
3. The maximum number of adult chickens that may be kept on any residential property or lot of 1/2 acre or less is six (6).
4. If the residential property or lot is one acre or more a total of twelve (12) adult chickens may be kept on the property. In no event shall more than twelve (12) adult chickens be kept on any residential lot of an acre or more.
5. Upon written request and application, the city manager or his designee may waive the maximum number of adult chickens to be kept in a residential area if the request and application has been endorsed and approved as a legitimate 4H or Future Farmers of America project.

C. Fowl - Permit required

1. Prior to keeping, feeding, raising or maintaining chickens within the City, a permit to possess chickens must be issued by the City of Taylor allowing such action.
2. Prior to issuance of any permit, the applicant for the permit shall provide at least the following information:
 - a. The name and address of the applicant and , address where the chickens will be kept; which must be the same address of the applicant;
 - b. The applicant's Texas drivers license;
 - c. The applicant's telephone number by which the applicant can be reached;
 - d. The number of chickens that will be kept;
 - e. A description of the Sufficient Shelter in which the chickens will be contained.

Section 22. Commercial Businesses.

- A. No person shall engage in the business of selling, grooming, breeding, showing, exhibiting or the boarding of animals without first having obtained a permit from the City. Written application for a permit and payment of the applicable permit fees shall be made to the Animal Control Officer. The permit issued under this section shall be valid for one year from the date of issuance and shall be renewed annually thereafter. The permit shall be conspicuously displayed in public view at the business at all times.
- B. Permit shall not be required for licensed veterinarians, veterinarian clinics, or any person raising livestock in an area properly zoned for such use.
- C. The Animal Control Officer is authorized to inspect any such business, the animals, and the premises where such animals are kept at reasonable times during normal business hours to insure compliance with all provisions of this Ordinance.

- D. In addition to the other requirements of this Ordinance, such businesses shall keep all locations where animals are kept in a clean and sanitary condition. Exercise areas shall be cleaned of excrement at least twice each week or more often upon complaints from adjacent property owners.

Section 23. Sanitary Requirements.

- A. The owner or person who has custody or control of any animal shall comply with the following standards upon complaints from adjacent property owners:
 - 1. All manure and other animal waste shall be removed from pens, corrals, cages, yards, or other enclosures as necessary to control foul and offensive odors to an approved disposal site;
 - 2. Refuse on the premises shall be removed and disposed of by means approved by the Animal Control Officer;
 - 3. Watering troughs or tanks shall be equipped with adequate facility so as to prevent breeding of flies, mosquitoes or other insects;
 - 4. No putrescible material shall be allowed to accumulate on the premises, and all such materials shall be removed and disposed of by sanitary means.

Section 24. Animal Care.

- A. The owner or person who has custody or control of any animal shall provide:
 - 1. Sufficient nutritious and wholesome food, served to the animal in clean containers, to maintain the animal in good health;
 - 2. Clean and wholesome water, served to the animal in a clean container, such water to be available to the animal at all times;
 - 3. Adequate shelter and protection from the weather at

all times; and

4. Veterinarian care as needed to prevent suffering.
- B. It shall be unlawful for an owner or other person having custody or control of any animal to abandon such animal.
- C. No person other than a licensed veterinarian shall crop a dog's ears or tail.
- D. The operator of any motor vehicle which strikes or injures a domesticated animal shall stop and immediately render aid and report such incident to the Animal Control Officer or the Taylor Police Department.
- E. It shall be unlawful for any person to beat, starve or overwork, or to otherwise abuse any animal.

Section 24A. Slaughter of Animals

It shall be unlawful for any person to slaughter any animal or to maintain any property for the purpose of slaughtering any animal, except at those establishments that have been duly licensed to slaughter animals under the laws of this state and applicable city ordinances. This ordinance shall not apply to those areas designated as RA or rural/agricultural in the City of Taylor Development Ordinances.

Section 25. Texas Department of State Health Services

The City shall comply with any applicable rules and regulations adopted by the Texas Department of State Health Services.

Section 26. Severability.

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

Section 27. Repealer.

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

Section 28. Penalty.

- A. A person who violates any provision of this Ordinance, or who fails to perform an act required by this Ordinance commits an offense. A person commits a separate offense each day or portion of a day during which a violation is committed, permitted or continued.
- B. An offense under this Ordinance is punishable by a fine not to exceed:
 - 1. \$500.00;
 - 2. \$2,000.00, if the provision violated governs public health or sanitation; or
 - 3. the amount fixed by state law if the violation is one for which the state has fixed a fine.

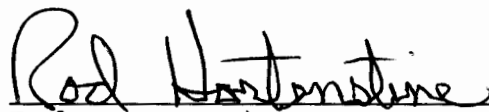
Section 29. Publication.

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

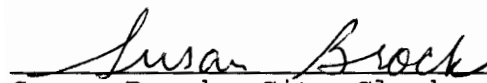
Section 30.

In accordance with Article VIII, Section 1 of the City Charter, Ordinance No. 2009-7 was introduced before the Taylor City Council on the 27th day of January, 2009.

PASSED, APPROVED and ADOPTED on this the 12th day of February, 2009.


Rod Hortenstine, Mayor

ATTEST:


Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2009-7, passed and approved by the City Council of the City of Taylor, Texas, on the 12th day of February 2009, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this the 12th day of February 2009

Susan Brock
Susan Brock
City Clerk

ORDINANCE NO. 2012-7

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ORDINANCE 2009-7, THE TAYLOR ANIMAL CONTROL ORDINANCE, BY AMENDING SECTION 1, DEFINITIONS BY ADDING TO THE DEFINITION OF SLAUGHTER; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council passed Animal Control Ordinance No. 2009-7 on February 12, 2009; and

WHEREAS, the City Council desires to amend Ordinance No. 2009-7, to change the following which is deemed to be in the best interest of the City of Taylor, Texas.

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

Section 1.

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

Section 2.

In Section 1, the definition of "Slaughter" is amended to read as follows:

"Slaughter" means the act of killing, butchering, field dressing or meat processing cattle, goats, sheep, deer, rabbits, swine or fowl.

Section 3.

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

Section 4.

All other ordinances, parts of ordinances or resolutions in

conflict with this Ordinance are hereby repealed to the extent of any such conflict.

Section 5.

In accordance with Article VIII, Section 1 of the City Charter, Ordinance No. 2012- was introduced before the Taylor City Council on the 6th day of February, 2012.

PASSED, APPROVED and ADOPTED on this the _____ day of _____, 2012.

Don Hill, Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2012-7, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2012, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof,

were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this the _____ day of _____, 2012.

Susan Brock
City Clerk



City Council Meeting February 9, 2012 Agenda Item Transmittal

Agenda Item #: 7

Agenda Title: Consider plan to resurface the tennis courts at Murphy Park and possible amendment to the Parks Master Plan

Council Action to be taken: Authorize staff to proceed with tennis court resurfacing and improvement plan and delete paragraph 12 of the 2004 City of Taylor Parks, Recreation and Open Space Master Plan and the second half of paragraph 3 of the 2005 Taylor Parks and Trails Master Plan Addendum relating to relocation of tennis courts.

Initiating Department: City Manager's Office

Staff Contact: Jeff Straub, Assistant City Manager

1. INTRODUCTION/PURPOSE

The tennis courts in Murphy Park have been a long-standing and traditional venue where residents and visitors enjoyed playing tennis. While Murphy Park has been improved greatly in conformance with the 2004 City of Taylor Parks, Recreation & Open Space Master Plan (the Plan), that same plan and its 2005 addendum recommended removal of the tennis courts once tennis courts were constructed at another park venue. The plan however did not designate specifically recommend a new location for the tennis courts.

The Murphy Park tennis courts have fallen into a state of disrepair and because of the Plan, no action was taken to make them once again serviceable.

The Taylor Parks Board and staff agree that it was reasonable that since there was no true plan for the relocation of the tennis courts, that staff investigate the costs to once again make the courts serviceable and attempt to locate funds to do so.

Staff, with the assistance of the Taylor Area Tennis Association and feedback from the USTA have developed a plan to resurface the tennis courts

2. DESCRIPTION/ JUSTIFICATION

As cited above, all of Murphy Park has been improved greatly in accordance with the Plan, except for the tennis courts. For a nominal investment, the courts can be returned to being serviceable and can be enhanced to accommodate youth tennis programming. The Taylor Area Tennis Association has agreed to work with staff to help maintain the tennis courts and work to provide programming for the courts.

USTA grants could be available for future work on the courts, but these grants are dependent on the above mentioned programming.

3. FINANCIAL/BUDGET

Basic resurfacing and lining of the courts is estimated at between \$34,000 - \$40,000. Lighting repair is already underway. Efforts will also be made for staff to cause light poles to be painted and other beautification efforts to take place. Additionally, staff will investigate the possibility of partnering with TISD on other court improvement efforts.

Staff has determined that funds are available in the General Fund through salary savings.

4. TIMELINE CONSIDERATIONS

ASAP

5. RECOMMENDATION

Staff recommends authorization to proceed with the tennis court resurfacing and improvements and deletion of paragraph 12 of the 2004 City of Taylor Parks, Recreation & Open Space Master Plan and the second half of paragraph 3 of the 2005 Taylor Parks and Trails Master Plan Addendum relating to relocation of tennis courts.

6. REFERENCE FILES

7a. [2004 City of Taylor Parks](#), Recreation & Open Space Master Plan Priorities

7b. [2005 Taylor Parks and Trails Master Plan Addendum](#)



City of Taylor 2004 Parks, Recreation & Open Space Master Plan

RECOMMENDATIONS FOR OUTDOOR FACILITY IMPROVEMENTS

1. Provide Playground Equipment for Children by upgrading existing facilities and providing new playgrounds and equipment in areas not currently served in the community. Provide equipment and surfacing that meets current U.S. Consumer Product Safety Commission Standards and Guidelines, National Playground Safety Institute Guidelines, and Americans with Disabilities Act accessibility standards. Recreation opportunities for various age groups and child development skills should be provided.

Pursue partnering opportunities with Taylor Independent School District to develop upgraded or new playground amenities on school campuses.

Existing playgrounds in need of upgrade are located at Bull Branch Park and Murphy Park.

Areas identified for new playgrounds include Robinson Park and Eastern Williamson County Park.

A total of five (5) additional playgrounds will need to be developed to meet NRPA guidelines for a projected population of 24,419 in 2020.

2. Provide Picnic Areas/Pavilions in existing and new neighborhood parks and community parks. Areas should provide for handicap access and protection from hot or rainy weather conditions. Pavilions can become a gathering place for large groups and create a sense of identity for the park.

Existing pavilions are located at Bull Branch Park and Murphy Park.

A total of five (5) additional pavilions will need to be developed to meet NRPA guidelines for a projected population of 24,419 in 2020.

3. Provide Soccer Fields within existing community parks where feasible. Include as a program item in future community park development. Pursue joint-use access/development agreements with Taylor Independent School District.

A total of two (2) additional soccer fields will need to be developed to meet NRPA guidelines for a projected population of 24,419 in 2020.

4. Provide Benches/Seating Areas in existing parks as well as in newly developed parks. Include benches and seating areas along existing or newly developed hike/bike trails. Include handicap accessibility as a design criteria when developing these areas.

5. Provide Basketball Courts in new neighborhood and community parks. Upgrade existing facilities where feasible. Pursue partnership agreements with Taylor Independent School District.

Existing basketball courts are located at Bull Branch Park, Gano Park and Robinson Park.

A total of three (3) additional basketball courts will need to be developed to meet NRPA guidelines for a estimated population of 24,419 in 2020.

6. Provide Water Recreation for the use and enjoyment of Taylor citizens. Potential water recreation amenities could possibly include a new outdoor/indoor pool complex, zero entry pool, slides/small water feature and a spray



City of Taylor 2004 Parks, Recreation & Open Space Master Plan

park. A water feature could potentially be included in the development of a Recreation/Multi-use center.

Outdoor swimming areas are currently located at Murphy Park and Robinson Park.

7. Extend the Trail System throughout the community. Provide safe, off street pedestrian and bicycle linkages to existing and new parks, schools and libraries, as well as various economic, municipal and recreational destinations. Place high priority on the preservation and conservation of existing drainage corridors such as Bull Branch. Development of trail systems in natural areas can become important connectors from residential neighborhoods to schools, parks and shopping centers, as well as other destinations.

A major trail system could connect points of destination throughout the City. Existing destinations that have been identified include the new Williamson County Park, Murphy Park, Robinson Park and Bull Branch Park.

Existing trails provide 2.45 miles of trail throughout the community. An additional 3.65 miles of new hard trail, and 2.44 miles of soft trail will need to be developed to meet the NRPA guideline for a projected population of 24,419 in 2020.

8. Provide Softball Fields in community parks. Pursue joint-use opportunities with Taylor Independent School District.

Three (3) adult softball fields and four (4) youth softball fields will need to be developed to meet NRPA guidelines for a projected population of 24,419 in 2020.

9. Provide Open Spaces/Natural Areas for enjoyment by park users. Preserve existing

open space/natural areas in the Bull Branch Creek during the planning and development of existing park land, and provide as a program element as new neighborhood and community park development occurs. Open spaces can be used for picnicking, large group gatherings and field games or for passive, non-structured recreation activities. Development of nature trails and fishing piers in natural areas will provide a unique recreation opportunity for citizens. Pursue joint-use initiatives with school districts for interpretive areas and outdoor learning opportunities within unique natural areas. Preservation of natural areas helps maintain riparian habitats, reduces the danger of flooding and protects the natural environment.

10. Provide Baseball Fields in future community parks. Pursue joint-use agreements with Taylor Independent School District.

Existing baseball fields are located at Bull Branch Park, Murphy Park and Robinson Park. The facilities are adequate to meet NRPA guidelines for the year 2020.

11. Provide Sand Volleyball courts in existing or future community parks.

Five (5) new courts will need to be developed to meet NRPA guidelines for a future population of 24,419 in 2020.

12. Provide Tennis Courts in new neighborhood and community parks.

There are currently ten (10) existing courts in the community, and this exceeds the NRPA guideline for the year 2020.



City of Taylor 2004 Parks, Recreation & Open Space Master Plan

13. Provide Practice Athletic Fields within existing parks where expansion is feasible. Include fields as a program item in future neighborhood & community parks development. Pursue joint-use access to existing practice fields with Taylor Independent School District.
14. Provide Football Fields in future community parks or athletic complex development. Pursue joint-use access with Taylor Independent School District. One (1) field is needed to meet local guidelines for a projected population on 24,419 in 2020.

An existing football field is located at Murphy Park. (TISD Memorial Field)
15. Provide a Skateboard Park in Taylor for youth programming and special events. Include as a program item for future neighborhood or community park development. Pursue the possibility of a joint-use opportunity with Taylor Independent School District. Explore the possibility of upgrading or adding a facility at an existing park. Currently, a local standard has not been established to estimate the number of skateboard areas needed.
16. Provide an Amphitheater/Performing Arts Space for the use and enjoyment of Taylor residents. There are currently no existing facilities in Taylor. Include Amphitheater /Performing Arts Space within existing parks where expansion is feasible. Include amphitheater as a program item in future community parks.

Handicapped Accessible Facilities

Provide for Handicapped Accessible Facilities in all parks within the community. Ensure a continuous unobstructed path connecting all accessible elements and spaces of a facility. Include parking access isles, curb ramps, crosswalks at vehicular ways, walks, ramps and lifts. Provide a standardized surface feature built in or applied to a walking surface to warn visually impaired people of hazards on a circulation path. Provide signage displaying verbal, symbolic, tactile and pictorial information.



City of Taylor 2004 Parks, Recreation & Open Space Master Plan

EXPENDITURE ANALYSIS

The following tables show preliminary cost figures associated with each priority item, and potential locations for each improvement. From this list, an Action Plan has been prepared in Section VIII, Implementation.

EXPENDITURE ANALYSIS			
Rank	Facility Improvement/ Recommendation	Location	Budget
HIGH PRIORITY ITEMS			
1.	Playground/Play Equipment for Children	<u>Upgrade:</u> Bull Branch Park Murphy Park <u>New:</u> Robinson Park Eastern Williamson County Park	<u>Upgrades</u> \$20,000-\$70,000 range <u>New:</u> \$50,000 - \$125,000 range
2.	Picnic Shelters/Pavilions	A Total of Five (5) New Pavilions are Needed Within The Following Parks: <u>New:</u> Bull Branch Park Doak Fields Murphy Park Robinson Park Future Neighborhood and Community Parks	<u>Small:</u> \$40,000 - \$100,000 Range <u>Large:</u> \$350,000 (includes HVAC & Restrooms)
3.	Soccer Fields (Lighted)	<u>New:</u> Future Community Parks Joint-Use With Taylor ISD	\$150,000 - \$200,000
4.	Benches/Seating Areas	All Existing Parks All Future Parks	\$1,000 per Bench/Pad

Murphy Park

(Park Plans and OPCC follow recommendations)

The following are recommendations for Murphy Park

Entries at three locations were identified with proposed enhancement of landscape and signage to make a more aesthetic and identifiable park entrance. Pedestrian crosswalks are recommended to make the park more accessible to the surrounding neighborhoods. Sidewalks are proposed for safer access to the park. (#1, 19, 22, 33)

Two new full basketball courts and one half court with NBA and College 3 point lines are proposed. The courts can also be used for a youth roller hockey rink. (#2)

The existing baseball and softball fields are proposed to remain however it is recommended that the softball field at the intersection of Davis and Lake Drive be upgraded with new lighting and moveable bases to better suit all play activity. (#3a and b) **Due to the poor quality of the 10 tennis courts currently in place, relocation of these courts to a new area is recommended. Once the tennis is relocated, a new field is proposed at their current location.** (#23)

The new swimming pool and splash pad have no physical changes proposed however public access to the restroom facility is recommended. (#4)

The pedestrian bridge over Bull Branch is in poor condition and replacement is recommended to make it more stable, safer for pedestrians. Pedestrian bridges and low water crossings are also recommended over water where trail intersections occur. (#5, 34)

Adequate parking on the perimeter of park in four locations are proposed. As proposed, it is estimated that more than 150 parking spaces are recommended to be added to the park's current parking situation. The large parking lot next to the existing football field (#21) surround the American Legion (#28) is proposed to better serve football games and any other activity occurring in the park. (#6a, b, c, d) Overall, proposed parking is more structured and recognizable.

Current trails should be evaluated for deteriorated conditions and it is recommended that where active flow drainage has scoured the trail, concrete in those locations be considered for replacement. Proposed trails should be designed with current drainage patterns and water flow in mind to determine surface material and the potential need for bridging. Better connectivity throughout the parks and the neighborhoods is the overall goal. (#7 and 8)

The existing putt-putt golf area is planned to be upgraded. It is recommended that steps be taken to make it more aesthetically pleasing overall and consider screening/plantings around the edge of the putt putt golf



City Council Meeting February 9, 2012 Agenda Item Transmittal

Agenda Item #: 8

Agenda Title: Consider Comprehensive Annual Financial Report for the 2010-11 Fiscal Year.

Council Action to be taken: Accept the Annual Report

Initiating Department: Finance

Staff Contact: Rosemarie Dennis

1. INTRODUCTION/PURPOSE

The purpose of this item on the agenda is to receive and accept the FY2010-11 Comprehensive Annual Finance Report (CAFR). Sheryl Messer from the CPA firm of Brockway, Gersbach, Franklin, & Niemeier will do a short presentation and respond to any questions the Council may have in reference to the audit process and the financial information in the audit.

2. DESCRIPTION/ JUSTIFICATION

In accordance with the City Charter 10.3, the City shall be audited annually by an independent certified public accountant. This is the fifth year that the firm of Brockway, Gersbach, Franklin and Niemeier has conducted the City's annual audit.

In addition to the annual audit, it was required that the City have a single audit of grant funds. All non-Federal entities that expend \$500,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, OMB Circular A-133, the OMB Circular Compliance Supplement and Government Auditing Standards. A single audit is intended to provide a cost-effective audit for non-Federal entities in that one audit is conducted in lieu of multiple audits of individual programs.

Based on the independent Auditor's report, the audit was conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. As management, we assert that, to the best of our knowledge and belief, this financial information reported to the Auditors was compete and reliable in all material respects.

3. FINANCIAL/BUDGET

Fund/Account No.: 100-512-513

Budgeted Amount: \$53,100

4. RECOMMENDATION

Staff recommends that Council accept and approve the Comprehensive Annual Financial Report for the City of Taylor for the fiscal year ending September 30, 2011.

5. REFERENCE FILES

8a. Comprehensive Annual Financial Report (separate cover).



City Council Meeting February 9, 2012 Agenda Item Transmittal

Agenda Item #: 9

Agenda Title: Consider Resolution authorizing the suspension of the proposed effective date of the proposed rate schedules of the Mid-Tex Division of ATMOS Energy.

Council Action to be taken: Approve or deny

Initiating Department: Public Works

Staff Contact: Danny Thomas, Director of Public Works

1. INTRODUCTION/PURPOSE

Atmos Energy is requesting a resolution to authorize the suspension of the proposed effective date of the proposed rate schedules for the Mid-Tex Division of ATMOS Energy.

2. DESCRIPTION/ JUSTIFICATION

Each City has original jurisdiction over the rates charged to customers within their Municipal boundaries. On January 31, 2012, Mid-Tex Division of ATMOS Energy filed a rate case with 411 cities. Atmos is asking for “all” cities to pass a suspension resolution to extend the effective period of the proposed rates to allow for negotiation of a settlement. This will extend the effective date 90 days from March 6, 2012 to June 4, 2012.

3. FINANCIAL/BUDGET

Rate schedules shall remain unchanged during the period of suspension.

4. TIMELINE CONSIDERATIONS

ATMOS is requesting a suspension period from March 6, 2010 to June 4, 2012 (90 days) to allow time to continue negotiations with certain entities.

5. RECOMMENDATION

Staff recommends approval of Resolution.

6. REFERENCE FILES

9a [Resolution R12-03](#)

9b [Summary](#)

RESOLUTION NO. R12-03

A RESOLUTION SUSPENDING THE PROPOSED EFFECTIVE DATE OF THE PROPOSED RATE SCHEDULES OF THE MID-TEX DIVISION OF ATMOS ENERGY CORPORATION ("COMPANY"), PROVIDING THAT THE RATE SCHEDULES OF SAID COMPANY SHALL REMAIN UNCHANGED DURING THE PERIOD OF SUSPENSION, PROVIDING FOR NOTICE HEREOF TO SAID COMPANY, AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Company heretofore, on January 31, 2012, filed with the Governing Body of this municipality its Statement of Intent, together with its rate filing package, proposing to change its rate schedules within the corporate limits of this municipality, effective on March 6, 2012 (the "proposed effective date"); and

WHEREAS, in order to allow sufficient time for the consideration of the data filed by said Company, it is the desire of the Governing Body of this municipality to suspend, pursuant to Section 104.107(a)(1) of the Gas Utility Regulatory Act, the proposed effective date of said proposed changed rate schedules;

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

SECTION 1. That the effective date of the proposed changed rate schedules of Company is hereby suspended for a period of 90 days from the proposed effective date;

SECTION 2. That the rate schedules of Company in effect within this municipality on the date on which Company filed its said Statement of Intent shall continue in force during the period of suspension provided in Section 1 hereof.

SECTION 3. That the Secretary of this municipality is hereby directed to deliver a copy of this Resolution to Company promptly after the passage hereof to Atmos Energy Mid-Tex, care of David Park, Vice President Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240.

SECTION 4. It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public and that public notice of the time, place and purpose of said meeting was given, all as required by law.

PASSED AND APPROVED at a Regular Meeting of the City Council of the City of Taylor, Texas on this the 9th day of February, 2012.

Donald R. Hill, Mayor

ATTEST:

Susan Brock, City Clerk

Atmos Energy – Mid-Tex Division
Executive Summary
Rate Case Filing
January 2012

Summary

- Each city has original jurisdiction over the rates charged to customers within their municipal boundaries.
- On January 31, 2012, the Mid-Tex Division of Atmos Energy filed a rate case with 441 cities.
 - o The average residential customer bill using 4.4 Mcf will increase \$2.70 or 5.57% per month.
 - o The average commercial customer bill using 34.2 Mcf will increase \$5.35 or 2.22% per month.
- Atmos Energy is asking all cities to pass a *suspension* resolution to extend the effective period of the proposed rates to allow for negotiation of a settlement.
 - o This will extend the effective date 90 days from March 6, 2012 to June 4, 2012
- Notice will be run in newspapers of general circulation in every county served by the Mid-Tex division for four consecutive weeks beginning in early February.

Background

- For the past 4 years, Mid-Tex has had an annual Rate Review Mechanism (RRM) in place to review and, as necessary, adjust the Company's rates.
 - o This has been a successful collaborative process with the Cities for reviewing and adjusting the Company's rates each year and the cost has not been passed on to customers.
- It has been the desire of the coalition groups that a more comprehensive review of the Company's rates be conducted periodically.
- This rate case provides for such a review with the intention of establishing new rates and allowing the RRM process to continue in the future.



City Council Meeting February 9, 2012 Agenda Item Transmittal

Agenda Item #: 10

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

Council Action to be taken: Accept report as presented

Initiating Organization: Taylor Chamber of Commerce

Staff Contact: Thomas Martinez, President
Chamber of Commerce

1. INTRODUCTION/PURPOSE

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

2. DESCRIPTION/ JUSTIFICATION

Section IV of the Agreement between the City of Taylor and the Taylor Chamber of Commerce states in part, "Chamber shall submit to the City each quarter during the term of this Agreement, "a written itemized statement of all expenditures made by the Chamber hereunder". The Report submitted herewith is meant to fulfill this requirement.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

Last Report was presented to Council on August 11, 2011.

5. RECOMMENDATION

Accept report as presented.

6. REFERENCE FILES

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

Taylor Chamber of Commerce – Report to Taylor City Council

Presented Thur., Feb. 9, 2012 - Report time span from 100111 to 123111

Prepared by Thomas E. Martinez, President Taylor Chamber of Commerce

Agenda items:

1. Deposits and Expenditures

- a. Report from Oct. 1st – Dec. 31st of 2011, detailing deposits & expenditures (XL spreadsheet)
 - i. 24% - Advertising
 - ii. 11% - Promoting local events/businesses
 - iii. 61% - “HOT” Funds Awards
 - iv. 3% - chamber membership fees in organizations
 - v. 1% - building & furniture

2. Hotel/Motel Tax funds awards

- a. Report on 2011 Hotel/Motel funds requests & payments (XL Spreadsheet).
 - i. Approx. \$25K in funds requested.
 - ii. \$10,500 awarded (42% of requested)
 - iii. \$10,000 total paid to date (95% of awarded).
- b. Chamber HOT Funds Committee
 - i. Committee members include James Preece, Thomas Martinez, David Gonzales, Sean Seivert & Councilman John McDonald.
- c. 2012 Hotel/Motel funds disbursements
 - i. Creating new application form & post-event reporting forms.
- d. Potential for expanding 2012 HOT Funds subsidies –
 - i. Include arts/music events tied to Taylor Regional Park events.
 - 1. Coordinating effort with Mike DeVito.
 - ii. Possible funds to support Taylor hosted tournaments.
 - iii. More involvement of local hotel/motel/bed&b’fast owners
 - 1. Met with them in Nov. of 2011.
 - 2. Partnerships w/chamber via Texas Hotel & Lodging Association
 - 3. Discounted Chamber membership.

3. Taylor Regional Park

- a. Taylor Lodging Report – impact of TRP (4th Qtr 2011)
- b. TRP Impact on Local Businesses (4th Qtr 2011)
- c. Ongoing TRP efforts –
 - i. Promotional bags for teams
 - 1. Started in 2011.
 - 2. Will continue and increase in 2012.
 - ii. Weatherproof displays that can hold brochures or display maps.
 - 1. Currently looking at options and costs.

4. Additional Taylor Chamber reports & information

- a. Taylor Chamber Business Expo –
 - i. 2012 Business Expo scheduled – Sat., Sept 22nd.
- b. Taylor area maps (samples provided) –
 - i. Taylor on one side & Williamson County on other side
 - ii. Printed by Taylor Daily Press
- c. Promoting Taylor –
 - i. Texas Co-Op Power –
 - 1. Louie Mueller BBQ on the cover and lead story.
 - ii. Taylor Regional Park Brochure –
 - 1. Still utilizing inventory of existing brochures.
 - iii. 2012 Festivals of Central Texas Brochures (sample provided) –
 - 1. Lists seven Taylor events.
 - iv. Texas Events Calendar Magazine –
 - 1. Winter 2011 included Taylor's Parade of Lights, Christmas Bazaar and Historic Homes Tour
 - v. Texas Hill Country Region Map –
 - 1. Partnership of 33 Hill Country Chambers & Visitors Bureaus
 - vi. The Texas BBQ Trail brochure & web site (sample provided) –
 - 1. Taylor BBQ restaurants include Louie Mueller, Taylor Café, Davis Grocery & BBQ and updated West End Café info.
 - 2. Expanded Taylor Calendar of events from 3 to 6 events.
 - 3. Texas BBQ Trail website (www.texasbbqtrail.com) – also updated to incorporate latest brochure information.
 - 4. Delivered to 12 Texas Travel Info Centers & San Marcos and Round Rock Outlet Malls.
 - vii. "Ride Texas" magazine (Vol. 14, #1)
 - 1. BBQ Edition
 - 2. Louie Mueller BBQ on the cover
 - 3. Mueller BBQ selected as #1 BBQ!
 - 4. Contains Texas BBQ Trail ad
 - 5. Numerous great photos and references to Jaycees Taylor International BBQ Cook-off.
 - viii. Rural Texas Tourism "Back Roads Newsletter"
 - 1. Working to get Taylor article in next edition.

Questions or comments

- Council questions or comments?

Thomas E. Martinez
President – Taylor Chamber of Commerce
1519 N. Main St.
Taylor, TX 76574
512.352.6364

Tourism Account - Deposits and Expenditures, 100111-123111

Oct. 01, 2011 to Dec. 31, 2011	Date	Deposit	Comments	Expenditure	Check #	Comments	Total
End of Sept. Balance	9/30						\$14,192.02
Oct. - bank posting	10/5			\$1,895.00	1158	Texas BBQ Trail brochures 25% of design, printing & shipping costs	\$12,297.02
	10/4			\$2,000.00	1159	Hotel/Motel reimbursement to Main St. program	\$10,297.02
	10/11			\$175.00	1160	KRXT radio ads for Business Expo	\$10,122.02
	10/14			\$221.25	1161	Chamber web site updates - Sept.	\$9,900.77
	10/17			\$1,000.00	1162	Hotel/Motel reimbursement to SPJST BBQ Cookoff	\$8,900.77
	10/17			\$3,400.00	1163	Hotel/Motel reimbursement to Rodeo Assoc. for Rodeo	\$5,500.77
	10/17			\$1,600.00	1164	Hotel/Motel reimbursement to Rodeo Assoc. for Tractor Pull	\$3,900.77
	10/27	\$4,786.62	70% check #119231 70% check #119232				\$8,687.39
November - bank postings	11/16			\$152.25	1165	Work on building - rekey locks	\$8,535.14
	11/3			\$155.00	1166	Community Impact "Shop Taylor" ad - Nov.	\$8,380.14
	11/14			\$1,000.00	1167	33% of KEYE-TV "My Hometown - Taylor"	\$7,380.14
	11/4			\$2,000.00	1169	Hotel/Motel reimbursement to Jaycees BBQ Cookoff	\$5,380.14
	11/21			\$191.75	1171	Chamber web site updates - Oct.	\$5,188.39
December - bank postings	12/6			\$300.00	1170	Texas Assoc. of Conv & Visitors Bureau Annual membership	\$4,888.39
	12/16			\$155.00	1172	Community Impact "Shop Taylor" ad - Dec.	\$4,733.39
	12/14			\$195.00	1173	Texas Chamber of Commerce Executives Annual Membership	\$4,538.39
	12/13			\$1,400.00	1174	Festivals of Central Texas brochures design, printing & shipping costs	\$3,138.39
	12/30			\$506.50	1176	"Ride Texas" magazine - Texas BBQ Trail ad 25% of total cost	\$2,631.89

Totals		\$4,786.62		\$16,346.75			\$2,631.89
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Taylor Lodging Report – Impact of TRP (4th Qtr 2011)

Best Western – Taylor Inn 2600 W. 2nd St., 40 rooms total available

2nd Qtr 2011 TRP impact:

- 5-7 rooms on avg. (13-18% of capacity)
- 12-18 rooms max. booked (30-45% of capacity)

4th Qtr 2011 TRP impact:

- 9-10 rooms on avg. (23-25% of capacity)
- Usually just 1 night stay (Sat. night)

Country Garden Inn 2007 N. Main St., 25 rooms total available

2nd Qtr 2011 TRP impact:

- 15-20% of weekend business is TRP.

4th Qtr 2011 TRP impact:

- Motel now “weekly or monthly lease” facility.

America’s Best Value Inn 1907 N. Main St., 41 rooms total available

2nd Qtr 2011 TRP impact:

- April & May weekends – 10%
- June weekends – 40%

3rd Qtr 2011 TRP impact:

- Sept weekends – 30-40%

4th Qtr 2011 TRP impact:

- Oct. – Dec weekends – 10-20%

Luxury Inn & Suites 2005 W. 2nd St., 36 rooms total available

2nd Qtr 2011 TRP impact:

- Less than 5%

4th Qtr 2011 TRP impact:

Four Winds RV Park Reported average of 10 stays per month from TRP participants.

TRP Impact on Local Businesses

Question - % increase in business seen because of TRP
on days of tournaments vs. non-tournament days.

Restaurants	2nd Qtr 2011 % increase	4th Qtr 2011 % increase
Chicken Express	5-20%	data not avail.
Sirloin Stockade	10-12%	3-5%
Mariachi's De Jalisco	10%	10%
Subway Sandwiches	20-25%	15-20%
McDonald's	25-30%	25-30% (Sat.) 10% (Sun.)
Pizza Hut	10%	<5%
Ricoco's	<2%	<2%
Louie Mueller BBQ	3%+ (no AC)	<3%
Whataburger	10-20%	10-15%
Mr. Gattis	10-15%	10-15%

Other Retail	2nd Qtr 2011 % increase	4th Qtr 2011 % increase
HEB	3-5%	3%
Bealls	20-30%	20-25%
Hibbett Sports	25%	10-15%
Walgreens	10%	5%
Dreams To Treasures	5-10%	20%
Frills	<5%	5%
Taylor Sporting Goods	5-10%	10%



City Council Meeting February 9, 2012 Agenda Item Transmittal

Agenda Item #: 11
Agenda Title: Consider awarding contract to Fire Recovery USA for First Responder billing services.

Council Action to be taken: Approve or deny
Initiating Department: Fire Department

Staff Contact: Pat Ekiss, Chief, Taylor Fire Department

1. INTRODUCTION/PURPOSE

The Fire Department is seeking approval to change the provider of our revenue recovery billing service. The original agreement was executed in 2007 and any and all fees associated with the process were included with the fee schedule. An ordinance providing for the collection of fees, cost expenses and all other charges for Fire, Emergency Rescue and other similar services rendered by the city was established in 2010.

2. DESCRIPTION/ JUSTIFICATION

After a 14 month evaluation of our previous service provider, it was determined that there was a need to seek other options for a contractor to provide the service. This decision was based upon several factors which included but were not limited to, recovery amounts billed and actual revenue received, percentages of “forgiven” or reduced fees without approval and overall billing and turnaround. An evaluation was also made of the man hours spent by the Fire Department to submit the necessary event and billing summaries to the contractor.

The Fire Department recommends entering into an agreement with our current data entry (run report) provider, ACS/Fire House and its subsidiary, Fire Recovery USA to provide the cost recovery service. A primary benefit is the auto population of the billing summary while the run report is being entered into the data base. This action alone reduces numerous man hours per year and totally eliminates the need for the administrative assistant to create yet another report and summary before submitting the information to the service provider while ensuring a timely submittal of the expense incurred. We have utilized ACS/Firehouse report entry software for over fifteen years and have found their product to be superior. They are currently the nation’s largest fire reporting

software provider and due to recent negotiations are now utilized by every County supported Fire Department in Williamson County.

3. FINANCIAL/BUDGET

Per the agreement, a twenty-five (25%) percent commission will be accessed on the total amount collected per each Electronic Incident Report Form (claim) submission.

It is strongly believed that annual revenues from cost recovery billing will increase substantially with the new provider. Time previously spent on separate data entry for cost recovery billing will be greatly reduced or eliminated.

4. TIMELINE CONSIDERATIONS

Effective once all billing software bridge components are installed (less than one two weeks after notification).

5. RECOMMENDATION

Staff recommends approval.

6. REFERENCE FILES

11a [Agreement](#)

11b [Ordinance No. 2010-15](#)



A **xerox** Company

Agreement for Billing and Collection Services

ACS State & Local Solutions, Inc.

City of Taylor

This is an agreement for billing and collection services ("Agreement") by and between **ACS State & Local Solutions, Inc.**, a New York corporation, 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 ("ACS") and City of Taylor, 400 Porter Street, Taylor, TX 76574 ("Client")

ACS and the Client ("the parties") agree as follows:

1. SERVICES ACS agrees to perform for the Client the billing and collection services ("Services") described in this section and in the Statement of Work, which is attached to and incorporated by reference in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement. The parties understand and agree that ACS will determine the manner and methodology (including the suitable time(s), place(s), amount of time, and level of effort) to be used in the performance of the Services, in accordance with applicable law and the provisions of this Agreement.

2. TERM This Agreement is effective on October 1, 2012 ("Effective Date") and shall continue through September 31, 2012, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement (the "Term"). At the end of the Term, the parties agree that this Agreement shall automatically be extended for one (1) additional year (the "Extended Term"), and shall continue to be automatically extended for additional one (1) year periods at the end of each year of the Extended Term, subject to the termination provisions of this Agreement. If a party does not want to extend the Term or Extended Term for an additional year, that party shall provide written notice to the other party at least thirty (30) days before the end of the then current Term or Extended Term.

3. PAYMENT Client agrees to pay ACS a percentage of the fees collected on behalf of the Client as compensation for the Services, in accordance with the provisions for payment set forth in Schedule A.

4. EXPENSES Payment for Services shall include all expenses incurred by ACS related to providing the Services.

5. SALES AND USE TAXES If the Client is by law exempt from sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. ACS may be considered a limited agent of the Client for the sole purpose of purchasing services on behalf of the Client without payment of taxes from which the Client is exempt. If ACS is required to pay taxes by determination of a proper taxing authority having jurisdiction over the Services provided under this Agreement, the Client agrees to reimburse ACS for payment of those taxes.

6. OWNERSHIP, USE, AND RETURN OF DATA All information, records, documents, files, data, and other items relating to the business of the Client (including data created or acquired by use of the Services), whether prepared by the Client or ACS or otherwise coming into the possession of ACS in connection with performing the Services or otherwise during the term of this shall remain the exclusive property of the Client.

7. CLIENT RESPONSIBILITY FOR CLAIM DATA AND DATA BACKUP Throughout the Term of this Agreement, The Client is responsible for maintaining and backing up all data provided to ACS for use in providing the Services. Under no circumstances will ACS be responsible for the loss of Client data or software. Billing and submission of claims is based on the information provided to ACS by the Client. The Client understands and agrees that ACS will not be responsible or liable for any erroneous, invalid, or illegal procedure codes or claims submitted to ACS by the Client.

8. CONFIDENTIAL INFORMATION All data and information furnished by the Client for use by ACS in providing the Services are the sole property of the Client. ACS will keep this information in strict confidence and will not disclose it to any person except with the prior approval of the Client, and only to the extent necessary to perform the services under this Agreement. The parties understand and agree that the provision of information to ACS by the Client for use in providing the Services shall constitute the consent and approval of the Client to use that information as may be deemed necessary by ACS in the provision of the Services. This prohibition also applies to the employees, agents, and subcontractors of ACS. On termination of this Agreement, ACS will return any confidential information in possession of ACS to the Client.

9. PERFORMANCE AND PRODUCT WARRANTIES ACS warrants that: (a) performance of the Services will not violate any agreement or obligation between ACS and any third party; (b) the Services delivered by ACS will not infringe on any copyright, patent, trade secret, or other intellectual property rights or proprietary rights of any third party; and that (c) the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards. ACS shall not be responsible for delays or failures in performance of the Services as a result of an Act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of ACS.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE MADE BY ACS TO THE CLIENT EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CLIENT WAIVES ANY CLAIM THAT THE LIMITED SERVICES WARRANTY SET FORTH IN THIS SECTION OR THE REMEDY FOR BREACH OF THAT WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

10. VIOLATION OF LAWS AND REGULATIONS ACS acknowledges that certain local, state, and federal laws and regulations apply to ACS as an independent contractor, as well as to employees of ACS (including labor and employment laws and regulations). ACS agrees to comply with federal, state, and local laws applicable to the performance of the Services.

11. RELATIONSHIP OF THE PARTIES This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. ACS and the Client are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. ACS shall not be restricted from providing products or performing services for others and shall not be bound to The Client except as provided under this Agreement. Notwithstanding other provision of this Agreement, ACS specifically agrees to seek and obtain authorization from the Client prior to sale conveyance, transfer, pledge, exchange, assignment, hypothecation, or encumbrance of the interest in any monies owed to the Client under this Agreement.

12. APPOINTMENT OF ACS AS ATTORNEY-IN-FACT The Client appoints ACS and the subcontractors of ACS designated by ACS under this Agreement as attorney-in-fact for the Client for the following purposes:

- (a) To bill and collect all monies earned by and due to the Client, in connection with the provision of emergency services and other services provided by the Client; and
- (b) To receive all monies on behalf of the Client and to take possession of, endorse in the name of the Client, and deposit any notes, checks, money orders, and other instruments received in payment for monies owed to the Client for services rendered by the Client.

13. TORT AND PROPERTY DAMAGE CLAIMS Each party shall defend, indemnify, and hold harmless the other party (and its successors, officers, directors, and employees) from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any real or tangible personal property occurring in connection with or in any way incident to or arising under this Agreement, resulting in whole or in part from the negligent acts or omissions of the indemnifying party. The indemnified party shall promptly notify the indemnifying party, in writing, of any claim and shall reasonably cooperate with the indemnifying party in the defense and settlement of the claim. This Section shall survive termination of this Agreement.

14. LIMITATION OF LIABILITY Except as otherwise provided under Section 13 of this Agreement (applicable to tort claims resulting in bodily injury or real or tangible personal property damage), **NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY ANTICIPATORY OR LOST PROFIT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES.**

THE CLIENT ACKNOWLEDGES THAT ACS HAS SET ITS PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE ON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. EXCEPT FOR SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO ACS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES, OR DAMAGES (WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION) IN AN AMOUNT EXCEEDING TWENTY FIVE PERCENT (25%) OF THE FULL AMOUNT PAID TO ACS FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT.

15. TERMINATION FOR INSOLVENCY If either party becomes or is declared insolvent or bankrupt; is the subject of any proceedings related to its liquidation, insolvency, or for the appointment of a receiver or similar officer for it; makes an assignment for the benefit of all or substantially all of its creditors; or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, then the other party may, by giving written notice, terminate this Agreement as of a date specified in the notice of termination.

Agreement for Billing and Collection Services

16. TERMINATION FOR FAILURE OF PERFORMANCE If ACS fails to perform the Services required under this Agreement and does not cure the failure within thirty (30) calendar days (or other reasonable period stated in the notice) after receipt of written notice from the Client of the failure to perform, the Client may terminate this Agreement for default.

17. TERMINATION FOR BREACH If either party materially breaches any of the terms and conditions set forth in this Agreement and fails to cure the failure within thirty (30) calendar days (or other reasonable period stated in the notice) after receipt of notice from the other party of the breach, the notifying party may, by written notice, terminate this Agreement for breach.

18. TERMINATION WITH NOTICE Notwithstanding any other provision or requirement of this Agreement, ACS may terminate this Agreement at any time without cause by giving thirty (30) days prior written notice to the Client.

19. NOTICE OF DELIVERY OR PERFORMANCE PROBLEMS If ACS encounters or anticipates difficulty in performing any of the Services under Schedule A, or meeting any other performance obligations under this Agreement or in complying with the terms or conditions of this Agreement, or has knowledge that any actual or potential situation or event will or is reasonably likely to cause interference with or delay the timely performance of the Agreement, ACS will notify the Client immediately, identifying the problem(s) and the corrective action(s) that will be taken. The Client agrees to cooperate with ACS in addressing any difficulties or delays caused in whole or in part by circumstances in control of the Client or third parties, including delay in the agreement to specifications for Services or change orders required to meet Client requirements.

20. ASSIGNMENT AND SUBCONTRACTING This Agreement shall be binding on the parties and each party's successors and assigns. ACS may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of ACS. Any other attempt to make an assignment without prior written consent of the Client shall be void. The parties understand and agree that ACS may use the services of Fire Recovery USA, LLC, a California limited liability company, or other subcontractors in performing the Services, subject to the terms and conditions of this Agreement.

21. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required under this Agreement to be given in writing shall be transmitted by facsimile, hand delivered, or mailed (first class postage prepaid) to the person indicated below. Each party shall notify the other, in writing, of any change in the designated addressee or related information.

To ACS:

ACS State & Local Solutions, Inc.
8260 Willow Oaks Corporate Drive
Fairfax, VA 22031

Attn: GSG Contracts

To Client:

City of Taylor
400 Porter Street
Taylor, TX 76574

Attn:

With a copy to:

ACS State & Local Solutions, Inc.
2900 100th Street, Suite 309
Urbandale, Iowa 50322

Attn: Sanjay Kalasa

22. DISPUTE RESOLUTION It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below:

- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
- (b) If the dispute remains unresolved fifteen (15) days after the delivery of the complaining party's written notice, a senior representative of ACS and the Contractor (or a representative of Contractor who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
- (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.

23. SEVERABILITY If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intention of the parties.

24. WAIVER OR FOREBEARANCE Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

25. INJUNCTIVE RELIEF The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information; the unauthorized use of any trademark, copyright, or other intellectual property of ACS; or the solicitation of ACS employees or business customers will not be adequate for protection of ACS, and accordingly ACS shall have the right to injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

26. CUMULATIVE REMEDIES All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity. If any legal action is necessary to enforce the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees in addition to any other relief to which that Party may be entitled. The parties expressly waive any right to trial by jury for any dispute arising out of this Agreement or the Services.

27. HEADINGS The section HEADINGS used in this Agreement are solely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.

28. GOVERNING LAW This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of New York without reference to the principles of conflict of laws. Lawsuits brought solely for injunctive relief may be brought in any court of competent jurisdiction.

29. ENTIRE AGREEMENT The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the Parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of ACS and the Client have executed this Agreement.

ACS State & Local Solutions, Inc.

City of Taylor

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

SCHEDULE A STATEMENT OF WORK

This Statement of Work is incorporated in and made a part of the Agreement for Billing and Collection Services ("Agreement") by and between ACS and the Client.

A. SCOPE OF SERVICES AND PAYMENT

ACS shall perform billing and collection services in connection with motor vehicle incidents and other emergency incidents for which the Client has provided emergency services, as well as other services provided by the Client.

1. ACS will bill the responsible party on behalf of the Client for services provided during motor vehicle incidents and other emergency incidents.
2. ACS will provide entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of fees collected to the Client, and progress reports.
3. ACS will retain twenty percent (20%) of the fees collected by ACS on behalf of the Client and pay the remaining eighty percent (80%) of the fees collected to the Client.
4. ACS will pay the portion of the fees collected to the Client on a monthly basis within fifteen (15) working days after the close and accounting of the monthly billing cycle.
5. ACS will provide progress reports to the Client on a password protected website. The reports will list billable claims outstanding (claims submitted, but not processed) and claims completed in each billing cycle.
6. The billing rates listed in Section B "BILLING RATES" of this Schedule A are average billing levels and are typical for the incident responses listed. When a claim is submitted by ACS on behalf of the Client, that claim will be itemized and based on the actual services provided.
7. The billing rates listed in Section B "BILLING RATES" of this Schedule A may change over time. The Client will provide notice to ACS of changes in billing rates to be used under this Agreement or different rates that will be applied to a particular claim.
8. The rates in Section B "BILLING RATES" of this Schedule A were determined by itemizing costs for a 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 amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a basic wages). The actual personnel expense includes costs such as wages, retirement, benefits, and insurance.

B. BILLING RATES

The following are the average billing rates per hour that are charged by the Client for the services listed and, unless ACS is notified otherwise in writing by the Client, will be used for billing under the Agreement:

MOTOR VEHICLE INCIDENTS

Level 1 - \$435.00

Provide 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. We will bill 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.). We will bill at this level if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We 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. This level is to be billed only if equipment is deployed.

Level 5 - \$2,200.00

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

Level 6

Itemized Response: You have 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

Agreement for Billing and Collection Services

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, 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 material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$300.00 per HAZMAT team.**

PIPELINE INCIDENTS / POWER LINE INCIDENTS

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

Level 1 - \$400.00

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

Level 2 - \$1,000.00

Intermediate 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.

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 of intermediate to major pipeline damage. May include set-up and removal of decon center, detection, recovery and identification of material. Disposal and environment clean up.

FIRE INVESTIGATION

Fire Investigation Team - \$275.00 per hour.

Includes:

- Scene Safety

- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

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

FIRES

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

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

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

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 and for itemized products use.

WATER INCIDENTS

Level 1

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.

Billed at \$400 plus \$50 per hour, per rescue person.

Level 2

Intermediate Response: includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We 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.

Billed at \$800 plus \$50 per hour, per rescue person.

Level 3

Agreement for Billing and Collection Services

Advanced Response: includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. 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 material and contaminated equipment and material used at scene.

Billed at \$2,000 plus \$50 per hour per rescue person, plus \$100 per hour per HAZMAT team member.

Level 4

Itemized Response: You have 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

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.

Minimum billed \$400 for the first response vehicle plus \$50 per rescue person. Additional rates of \$400 per hour per response vehicle and \$50 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$250 per hour.

MISCELLANEOUS

Engine billed at \$400 per hour.

Truck billed at \$500 per hour.

Miscellaneous equipment billed at \$300.

ORDINANCE NO. 2010-15

AN ORDINANCE ALLOWING COLLECTION OF FEES, COSTS EXPENSES AND ALL OTHER CHARGES FOR FIRE, EMERGENCY, RESCUE AND OTHER SIMILAR SERVICES RENDERED BY THE CITY; ALLOWING COLLECTION FROM ALL PERSONS OR ENTITIES RECEIVING SUCH SERVICES AND FROM ANY PERSON OR ENTITY LIABLE FOR PAYMENT OF THE SERVICES; ALLOWING THE CITY TO CONTRACT WITH THIRD PARTIES FOR SUCH COLLECTION; PROVIDING SAVINGS, REPEALER, AND SEVERABILITY CLAUSES; PROVIDING FOR OPEN MEETINGS.

Whereas, the City of Taylor, Texas, (herein the "City"), desires to recover fees, costs, expenses and all other similar charges ("Costs") for services provided by the City in rendering fire, emergency, rescue and other similar services ("Services"); and

Whereas, it is in the best interest of the City that the costs be recovered.

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

Section 1. Finding of Fact. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Collection. Fees, costs, expenses and all other similar charges incurred by the City in rendering fire, emergency, rescue and other similar services shall be subject to collection by the City.

Section 3. Parties Subject to Collection. All persons or entities having received the Services and all persons or entities responsible for payment of the Services shall be subject to collection by the City.

Section 4. Methods of Collection. The City shall undertake collection against any person or entity receiving or responsible for the Services, or shall contract for the collection with third parties.

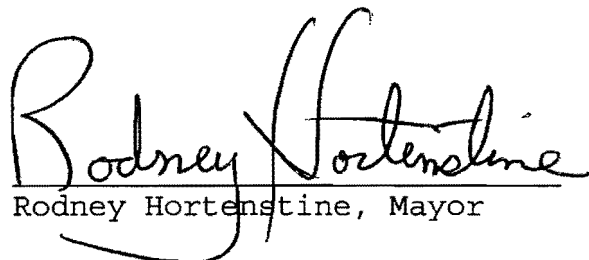
Section 5. Conflicting Ordinances. All prior ordinances of the City dealing with or applicable to collection of the Costs for Services are hereby amended to the extent of any conflict herewith. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

Section 6. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

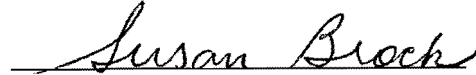
Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Taylor, Texas, on the 8th day of April, 2010.

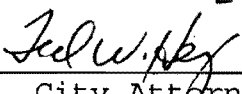
PASSED, APPROVED and ADOPTED on this the 27th day of April, 2010.


Rodney Hortenstine, Mayor

ATTEST:


Susan Brock, City Clerk

APPROVED AS TO FORM:



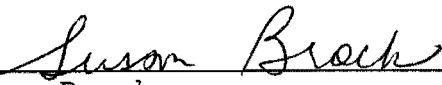
Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2010-15, passed and approved by the City Council of the City of Taylor, Texas, on the 27th day of April, 2010, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this, the 27th day of April, 2010.



Susan Brock
City Clerk



***City Council Meeting
February 9, 2012
Agenda Item Transmittal***

Agenda Item #: 12

Agenda Title: Consider a redevelopment agreement regarding improvements to property located at 115 N. Main Street.

Council Action to be taken: Consider approval

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

The attached agreement with Mr. John Jones is intended to assist him in repairing the exterior and interior of the building at 115 N. Main which is located on the south west corner of the W 2nd Street and Main Street.

Repair of this building will eliminate a public nuisance and assist with the reintroduction of commercial space in the downtown area.

2. DESCRIPTION/ JUSTIFICATION

The building has been in disrepair for over ten years. It was also further stressed during a windstorm in late 2009.

The City retained an engineer to evaluate the building in 2010. The resulting report stated that the building could be salvaged. The reason this evaluation was done was to determine if pursuing repairs was feasible. This report assisted both the owner at the time and the City to move forward with an auction of the property. Following the auction, a portion of the property was sold to a different owner and the building in question was sold to Mr. Jones.

In April 2011, Staff requested that the Council consider an agreement with Mr. Jones to grant him Tax Increment Financing (TIF) Funds to help repair the exterior of the building. At that time the Council requested that the staff develop an agreement with Mr. Jones.

Mr. Jones has a design for the exterior of the building, which was prepared by a professional engineer. These plans are ready to be implemented should the Council approve the proposed agreement.

The agreement is structured in two parts:

1. The City will reimburse Mr. Jones for up to \$20,000 for the repairs to the exterior of the building,
2. The City will provide a 20% property tax reimbursement for three years to assist with the rehabilitation of the interior of the building.

For the first part of the project, the agreement stipulates that the exterior must be completed in 90 days. In the second portion of the project, the agreement requires that the interior repairs are completed in 18 months. Both time frames are initiated when the agreement is signed by both parties.

3. FINANCIAL/BUDGET

The source of the funds for the grant is the Tax Increment Financing Fund. The rebates will come out of the owner's payment of the property taxes.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends approval of the attached agreement.

6. REFERENCE FILES

12a. [Proposed Agreement](#)

12b. [Pictures](#)

JOHN JONES
AND
THE CITY OF TAYLOR, TEXAS,
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

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

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

WHEREAS, the CITY is granting economic benefits to JONES in recognition of the positive economic benefits to the CITY through JONES'S (i) repair, renovation, and construction of the exterior and interior of a landmark building ("Repairs") located in the downtown section of the City ("Building") on the real property shown in *Exhibit "A"* attached hereto and incorporated by reference herein ("Property"), (ii) completing the Building Repair thereby making the Building habitable for tenants, and (iii) completing the Repairs thereby making the Building taxable at a value herein after set out and (iv) maintain the Building in compliance with all codes pertaining to the Building; and

WHEREAS, the purpose of this Agreement is to promote economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code, whereby JONES will Repair the Building in compliance with the CITY'S development approvals for the Building and the CITY will reimburse Jones in an amount not to exceed \$20,000.00 as hereinafter allowed, and in accordance with the terms of this Agreement and grant other 380 economic benefits set forth herein; and

WHEREAS, JONES in consideration of this Agreement agrees to Repair and operate the Building in conformance and compliance with the terms and provisions of this Agreement;

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

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

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

3. CITY 380 GRANTS.

A. CONDITIONS TO GRANTS: As a condition precedent and subsequent to any grant, Jones must complete the following:

Obtain registered engineering and architect plans and designs for the Building Repair which plans and designs which have written approval by the City prior to the Repairs ("Plans");

Complete the Repairs of the Building exterior Repairs in accordance with the Plans on or before ninety (90) days from the date of this Agreement;

Complete the Building interior Repairs on or before eighteen (18) months from the date of this Agreement in accordance with the Plans;

Obtain a certificate of occupancy for the Building on or before eighteen(18) months from the date of this Agreement;

Maintain the Building and Property in compliance with all rules, regulations, codes and ordinances applicable to the Building and Property; and

Pay all ad valorem property taxes on the Building and Property and all other real property owned by Jones in the the City of Taylor, Texas, when due and not incur any delinquency on the tax payments for all such property.

B. TERM: The Conditions To Grants shall be applicable to this Agreement for a period of five (5) years from the date of this Agreement.

C. REIMBURSEMENT: The City will reimburse Jones in an amount not to exceed twenty thousand (\$20,000.00) dollars for costs incurred by Jones for the Plans and Repairs. The reimbursement will be based on the Plans and Repair costs and Jones must provide the City paid invoices showing prior payment from Jones before the City will make any reimbursement. The reimbursement to Jones shall occur only after the City has approved, in the City's exclusive determination, the Building exterior Repairs as acceptable to the City. In the event the City does not accept the Building exterior Repairs as acceptable, then in that event the City shall not be obligated to grant the reimbursement.

C. TAX REIMBURSEMENT: The City will reimburse Jones twenty (20%) per cent of the City ad valorem property taxes paid by Jones on the Building and Property for a period of three (3) years beginning in the 2013 tax year provided all terms and conditions of this Agreement have been completed and Jones is in compliance with this Agreement.

D. WAIVER OF FEES: The City will waive building, plumbing, mechanical, gas, electrical, and plan review fees after the Plans have been accepted by the City and the Repairs have started within the time limits allowed in this Agreement.

E. Tax: Jones must pay prior to any delinquency all ad valorem property taxes on the Building and Property and all other real property owned by Jones in Taylor, Texas, during the term of this Agreement.

With respect to each Chapter 380 Payment described above, JONES shall notify the CITY in writing of any sums paid by JONES to the Williamson County tax collection authority in the form of CITY ad valorem taxes on the Grant Value during the term of this Agreement on or before February 1 each year during the term of this Agreement (the "Ad Valorem Revenue Notice"). The CITY's Chapter 380 Payments to JONES with respect to the ad valorem revenue shall be based on the amount stated in the Ad Valorem Revenue Notice, which shall be verified by the CITY. Chapter 380 Payments shall be paid to JONES by the CITY on an annual

basis for the preceding year, on or before May 1 following the tax year for which they were paid. For example, the first Chapter 380 Payment by the CITY to JONES shall be based on taxes paid for the year 2013, and shall be paid on or before May 1, 2014, and the last such payment shall be based on taxes paid for the year 2015, and shall be paid on or before May 1, 2016.

4. TERM. This Agreement shall become enforceable upon execution by the CITY and JONES and shall be effective as of the date of this Agreement. This Agreement shall terminate no later than upon the CITY'S delivery to JONES of the third annual Chapter 380 Payment unless terminated earlier pursuant to the terms of this Agreement.

5. JONES OBLIGATIONS. In consideration of the CITY's establishment of this economic development program for the Building by the CITY, pursuant to Texas Local Government Code Chapters 380 and 501 and under the Ordinance to promote local economic development and stimulate business and commercial activity within the CITY, if JONES proceeds with the Building and accepts the Chapter 380 Payments from the CITY pursuant to this Agreement, JONES agrees the requirements of this Agreement.

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

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

8. ATTORNEY'S FEES. In the event any legal action or proceeding is commenced between the CITY and JONES to enforce provisions of this Agreement and recover damages for breach, the

prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.

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

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

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

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

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

JONES:	JOHN N. JONES 1010 Cecelia Street Taylor, Texas, 76574-2504
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CITY:	CITY OF TAYLOR, TEXAS CITY Manager 400 Porter Street Taylor, Texas, 76574 512-352-3774
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14. INTERPRETATION. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement

shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

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

16. SEVERABILITY. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

19. NO JOINT VENTURE. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The CITY, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the JONES or the Business or the design, construction or operation of any portion of the Facility or Business.

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

Exhibit "A": the "Property".

Dated this the 1st day of February, 2012.

JOHN JONES

CITY OF TAYLOR, TEXAS, a home rule CITY

By: JIM DUNAWAY

Its: CITY Manager

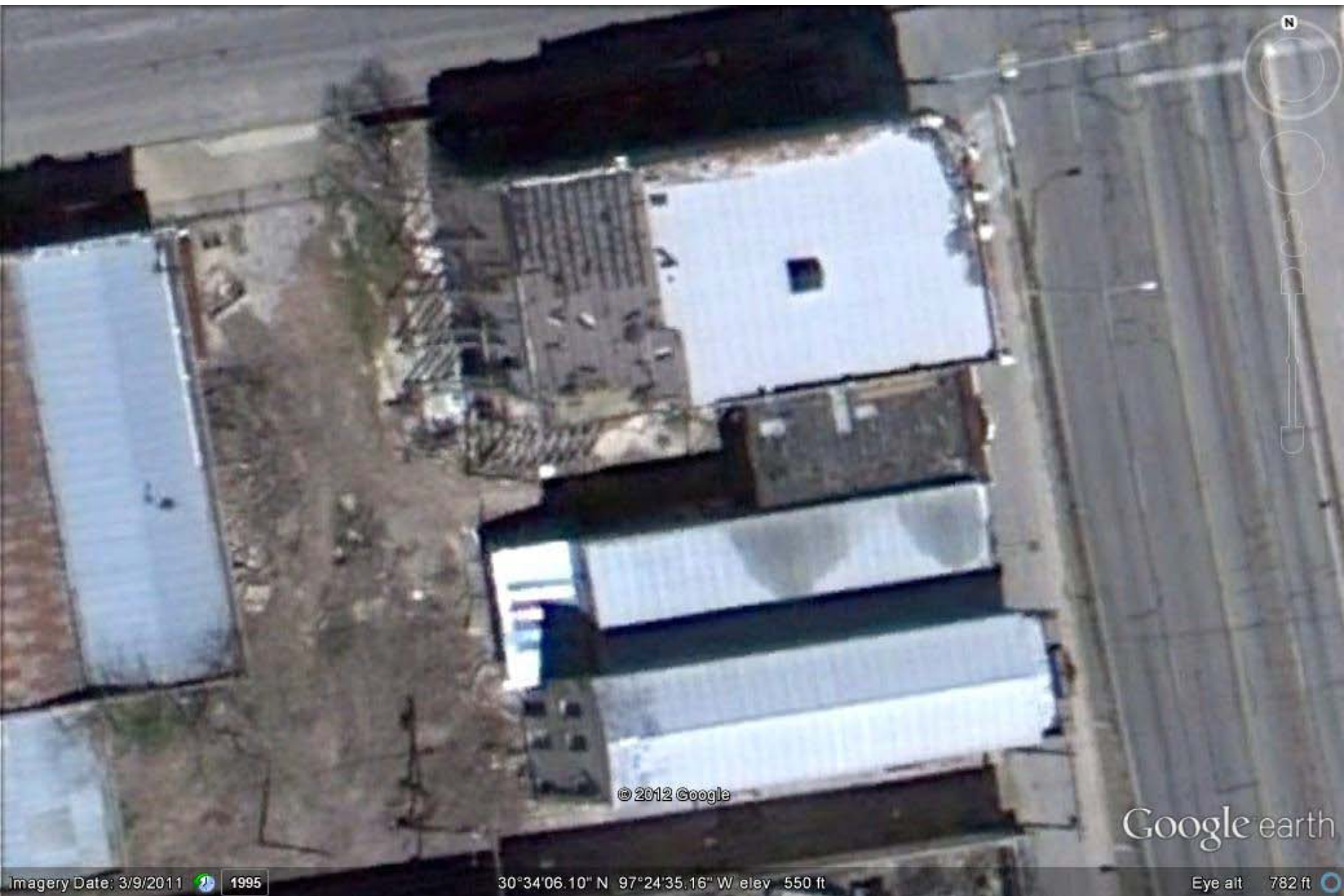
Exhibit "A"

109 N. Main a.k.a. 115 N. Main

R507746

Block 4 Lot 1A, (Re-plat of Block 4, lots 15-19), City of Taylor
Addition, consisting of 0.106 acres





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Google earth

Imagery Date: 3/9/2011  1995

30°34'06.10" N 97°24'35.16" W elev 550 ft

Eye alt 782 ft 















City Council Meeting February 9, 2012 Agenda Item Transmittal

Agenda Item #: 13
Agenda Title: Consider Resolution R12-4 supporting an application by Hamilton Valley Management, Inc. for tax credits from the Texas Department of Housing and Community Affairs.

Council Action to be taken: Consider approval of the Resolution

Initiating Department: Planning and Development

Staff Contact: Bob van Til, Director

1. INTRODUCTION/PURPOSE

Hamilton Valley Management, Ltd. (HVM), is applying for tax credits to renovate two apartment complexes. One is located at 2501 Davis Street and called Stepping Stone Apartments and the other is located at 1005 Cottonbowl called the Taylor Square Apartments. A resolution is required as part of their application.

2. DESCRIPTION/ JUSTIFICATION

HVM is located in Burnett, Texas. Created in 1981 by Mr. John Hoover in 1981:

“Hamilton Valley Management is a mid-sized property development and management company. We specialize in affordable multi-family housing in rural Texas areas. We have extensive experience with US Department of Agriculture Rural Development, Housing and Urban Development (HUD), Texas Department of Housing and Community Affairs (TDHCA) . Actually, we are the “big dog” , when it comes to properties financed by USDA Rural Development; we manage more than anyone else in Texas!. And in addition to traditional multi-family housing, we manage 37 properties designed for elderly households and one congregate care facility.

The Company owns properties throughout Texas. In Taylor, they own and operate two properties which consist of about 95 units:

Taylor Square Apts
Stepping Stone Apts

(Source HVM website: <http://www.hamiltonvalley.com/>)

3. FINANCIAL/BUDGET

The projects currently adds over \$1.5MM value to the tax rolls. In 2011 the Company paid approximately \$11,800 in City taxes, paying almost \$40,000 in property taxes to all taxing entities.

The tax credits are offered through the Texas Department of Housing and Community Affairs (TDHCA).

They have also requested that the City waive the permit fees. The fiscal impact of waving the permit fees will be approximately \$1,000.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends approval of the attached resolution.

6. REFERENCE FILES

13a. [R12-04](#)

13b. [Aerial View](#)

RESOLUTION R12-04

Whereas, Hamilton Valley Management (HVM) Taylor, Ltd. has proposed a development for affordable rental housing at 2501 Davis Street and 1005 Cottonbowl named Stepping Stone and Taylor Square Apartments in the City of Taylor/County of Williamson; and

Whereas, HVM Taylor, Ltd intends to submit a joint application to the Texas Department of Housing and Community Affairs (TDHCA) for 2012 Housing Tax Credits and HOME Investment Partnership Program funds for Stepping Stone and Taylor Square Apartments; and

Whereas, §50.9(b)(5), Texas Administrative Code, which gives Housing Tax Credit points for the commitment of development funding by the Unit of General Local Government, states that the TDHCA HOME Program funds will not qualify for points in this category “ unless a resolution is submitted with the application from the Governing Body of the Unit of General Local Government authorizing that the Applicant act on behalf of the Unit of General Local Government in applying for HOME Program funds from TDHCA for the particular application”; and

Whereas, the City of Taylor has agreed to waive the required permits for the project; therefore

Be it therefore resolved that:

The City of Taylor appoints HVM Taylor Ltd. To act on its behalf in applying for TDHCA HOME funds for Stepping Stone and Taylor Square Apartments.

Resolved this _____ day of _____, 2012.

Donald Ray Hill, Mayor

ATTEST:

Susan Brock, City Clerk



Imagery Date: 3/9/2011 1995

30°35'22.23" N - 97°25'19.35" W elev 580 ft

© 2012 Google

Google earth

Eye alt 2313 ft



***City Council Meeting
February 9, 2012
Agenda Item Transmittal***

Agenda Item #: 14
Agenda Title: Discuss and develop plan to update Strategic Plan.
Council Action to be taken: Discuss and possibly take action.
Initiating Department: City Administration
Staff Contact: Jim Dunaway, City Manager

1. INTRODUCTION/PURPOSE

The City of Taylor's Strategic Plan was last updated in 2008 and the priorities cited in that plan have been accomplished. Staff has budgeted for a new strategic planning process to be conducted this fiscal year.

This agenda item is so that Mr. Dunaway may discuss the timing of the strategic planning process with Council and potentially set dates for this process to begin.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

14a. Strategic Plan, 2008 latest revision

City of Taylor

2008 Strategic Plan

Developed for the City of Taylor
by Avalanche Consulting, Inc.
January 2008



2008 Strategic Plan

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Overview

Located on the edge of Greater Austin's growth wave, the City of Taylor is positioned to experience strong growth in the upcoming decade. An influx of new residents will result in new homes and offices, new students, and new businesses. It will also place higher demand on the city's infrastructure - on local roads, utilities, and schools.

Will this growth be a positive force within Taylor? Will the City's revenue be enough to respond to new demand in a viable manner? Can Taylor keep its small town charm and values as new residents move into the city? This Strategic Plan is one major step toward ensuring the answers to these questions are a resounding "yes."

Taylor's vision is to be a vibrant and diverse community that provides residents the best lifestyle Texas has to offer. Within 20 years, the City

wishes to be a commerce hub for the region, a destination for business, shopping, and recreation. City leaders envision Taylor as a family oriented community with an active downtown, lush parks, and a large variety of outdoor recreational activities. Taylor will be a complete community offering a wealth of career opportunities, homes for new families as well as executives, and the best, most innovative education system in Texas.

The City of Taylor's 2008 Strategic Plan Update aims to coordinate the City Council and City staff within the context of the City's larger vision. The vision, goals, and objectives laid out in this Strategy should guide the City Council and help members evaluate decisions. The strategies and tactics within the Strategy should direct staff activities, ensuring them that their daily tasks are in step with a shared vision for Taylor's future.

Strategic Planning Components



Using the Plan

Avalanche Consulting led interviews and workshops with City Councillors and staff members to develop this Strategy. It reflects common threads - areas of concern and good ideas - that emerged throughout the discussions.

The Strategy is designed to be user-friendly, realistic, and easy to update. The Strategy should be updated on an annual basis just prior to budgeting for the upcoming year. Expect the City's mission, vision, and goals to stay consistent for many years into the future. Every year, examine the City's progress toward accomplishing its vision and goals, and adjust tactics accordingly. Short term tactics can be removed from the Strategy as they are completed, and replaced with the logical next steps. Assess the City's progress toward achieving the Priority Projects, and include at least one tactic for each in every strategic plan for the next 10 years.

One goal has been crafted for each major area of City responsibility, and each City department fits within one of these goals:

GOAL

Infrastructure / Public Works

Economic Development

Community Development

Parks and Recreation

Public Safety

City Operations

CITY DEPARTMENT(S)

Airport, Public Works, Utility Billing, Water and Wastewater

City Manager, Community Development

Code Enforcement, Community Events, Inspections, Main Street Program, Communications

Aquatic Center, Cemetery, Library, Moody Museum, Parks

Fire, Police

City Clerk, City Manager, Finance, Human Resources

The schedule for completing the tactics in this plan is based on a **quarterly reporting cycle**. At the end of each quarter, city staff should meet to report their progress and assign tasks for the upcoming quarter. In addition, the City Manager should report progress to the City Council.

Mission and Vision

A mission statement describes the City of Taylor's purpose. It should stay consistent over the life of the organization. A vision statement provides a clear and vivid description of what the City seeks to create in the future, and should remain in place for 10+ years.

1

Mission Serve Residents

To be a productive, fiscally responsible organization that takes proactive steps to ensure economic growth and the safety, well being, and success of Taylor residents and the growth of business.

2

Vision A Vibrant Community

Taylor is a vibrant and diverse community that provides residents the best lifestyle Texas has to offer.

Goals

Goal statements describe in general what the City aims to do. One goal is provided for each topic within the City's scope of services. Goals are far reaching and should span multiple years.

3

Goals

Infrastructure / Public Works

The City of Taylor will invest in infrastructure to support the growth of business and enhance the quality of life of its citizens.

Economic Development

The City of Taylor will offer a business friendly environment and support the attraction of new jobs and investment.

Community Development

The City of Taylor will continue to develop a vibrant, inviting community.

Parks and Recreation

The City of Taylor's parks and recreational facilities will continue to be improved so that they are fun, attractive amenities for citizens and visitors.

Public Safety

The City of Taylor will provide a safe and healthy community for Taylor's citizens.

City Operations

The City of Taylor will continue to operate as a progressive and fiscally responsible organization.

Objectives

4

Objectives are goal statements that specify quantitative time frames and measurable results. Each goal contains one or more objectives. Objectives may span several years.

Infrastructure / Public Works

The City of Taylor will invest in the infrastructure needed to support the growth of business and enhance the quality of life of its citizens.

Objective 1: Continue measurable improvement of Taylor's utilities, streets, and drainage.

Objective 2: Improve e-government systems.

Objective 3: Continue to expand capacity at the Taylor Municipal Airport.

Economic Development

The City of Taylor will offer a business friendly environment and support the attraction of new jobs and investment to the city.

Objective 1: Expand educational opportunities for Taylor's citizens.

Objective 2: Continue to develop retail in Taylor.

Objective 3: Increase Taylor's exposure to potential future residents and investors.

Objectives, *continued*

Community Development

The City of Taylor will continue to develop a vibrant, inviting community.

Objective 1: Improve Taylor's physical appearance and quality of life.

Objective 2: Boost community pride.

Parks and Recreation

The City of Taylor's parks and recreational facilities will continue to be improved so that they are fun, attractive amenities for citizens and visitors.

Objective 1: Continually maintain and improve Taylor's parks.

Objective 2: Enhance the library's capability to serve citizens.

Objective 3: Expand the Moody Museum's role as a tourist attraction.

Objectives, *continued*

Public Safety

The City of Taylor will provide a safe and healthy community for Taylor's citizens.

Objective 1: The Police Department will enhance the safety of the city and defend human dignity.

Objective 2: The Fire Department will be a leading fire service organization prepared to respond to citizen needs.

City Operations

The City of Taylor will continue to operate as a progressive and fiscally responsible organization.

Objective 1: Provide a working environment that attracts and retains well trained, motivated employees.

Objective 2: Supplement City revenue.

Objective 3: Repair and upgrade city facilities.

Priority Projects

The strategies and tactics presented in this Plan are designed to be achievable within one year. Many are steps that move the City toward accomplishing much larger Priority Projects that will take up to 10 years to complete.

In a workshop in April 2007, the City Council was asked to identify Priority Projects that (1) the City can directly fund, build, or promote in the next 10 years, and (2) are necessary for the City to accomplish its overall vision. These priorities were re-adopted by the Council in January 2008. The Council identified the following projects:

1. Complete 2nd Street improvements

Improving 2nd Street infrastructure and physical appearance ranked high on the Council's list of priorities. Completing these projects will require the City to secure funding, create designs, and construct improvements.

2. Complete the Mustang Creek Wastewater Interceptor

Construction of the interceptor is underway and scheduled for completion in 2008. The project is necessary for the City to handle current needs and serve future growth.

3. Support construction of the East Williamson County Higher Education Center campus

The EWCHEC is a critical project to Taylor in many ways. In addition to an economic impact that would total millions of dollars each year, the EWCHEC will establish Taylor as a hub for innovative education, advance the skills and earning potential of local residents, and attract new jobs into the city.

4. Construct an upper pressure plane

Constructing an upper pressure plane increases the City's viability for higher end residential development and additional growth, including both commercial and industrial, anticipated in the new pressure plane area.

Priority Projects, *continued*

5. Construct the East Williamson County Regional Park

The East Williamson County Park will not only enhance the lifestyle of Taylor's residents, but it will also draw in families from the surrounding area. The Park has the potential to bring revenue into the City, as it could serve as a tournament destination for youth sports competitions.

6. Retain and recruit high quality City employees

Well trained, capable, and motivated employees are key to accomplishing all of the City's goals.

7. Continue and broaden Taylor's buy local campaign

Boosting retail sales in Taylor should start at home. A 'buy local' campaign encouraging residents to shop in Taylor will help local companies and lead to new entrepreneurial businesses.

8. Demolish dilapidated buildings

Demolishing dilapidated buildings and improving substandard buildings will greatly contribute to the city's beautification efforts as well as encourage new investment.

Strategies and Tactics

The following sections contain Strategies and Tactics for each of the Goals and Objectives outlined on the previous pages. Strategies are broader approaches to accomplishing the City's Objectives. Tactics are specific action steps within each Strategy. Each tactic is accompanied by a due date for completion.

The City Council should keep its focus on the vision, goals, and objectives outlined in this plan, using those ideas as a filter its decision making process. Strategies and tactics are for the City staff, ensuring that their daily activities move the City always closer to accomplishing its goals.

Goal 1: Infrastructure / Public Works

Strategies and Tactics

The City of Taylor will invest in infrastructure to support the growth of business and enhance the quality of life of its citizens.

Objective 1: Continue measurable improvement to streets, utilities, and drainage.

Strategy 1: Ensure that water and wastewater capacity meets current and future citizen needs.

Due Date

Tactic

Sept 2008

1.111

Bid out and begin construction of Upper Pressure Plane

Dec 2008

1.112

Fund and hire a consultant to develop a plan for alleviating I/I in the remaining wastewater drainage basins.

Dec 2008

1.113

Create a Municipal Drainage Utility System and adopt a municipal drainage fund.

Strategy 2: Improve the condition of Taylor's streets and sidewalks.

Due Date

Tactic

2008 / 2009

1.121

Pursue Williamson County and State funding for 2nd Street roadway improvements.

Oct 2008

1.122

Increase funding for Taylor street rehabilitation program to \$350,000.

Goal 1: Infrastructure / Public Works

Strategies and Tactics, *continued*

The City of Taylor will invest in infrastructure to support the growth of business and enhance the quality of life of its citizens.

Objective 1: Continue measurable improvement to streets, utilities, and drainage.

Strategy 3: Improve drainage in Taylor.

Due Date

2008 / 2009

1.131

Tactic

Continue improvements to Dickey Street drainage system using fourth round of grant funding.

Goal 1: Infrastructure / Public Works

Strategies and Tactics, *continued*

The City of Taylor will invest in infrastructure to support the growth of business and enhance the quality of life of its citizens.

Objective 2: Improve e-government systems.

Strategy 1: Innovate to make government processes more efficient and user friendly.

<u>Due Date</u>		<u>Tactic</u>
Dec 2008	1.211	Develop an adaptable, flexible IT plan that considers online bill pay, permits, and fee payment.
2008 / 2009	1.212	Implement Phase 1 GIS plan.
Ongoing	1.213	Continue to improve and update the City's Project Management Systems.

Objective 3: Continue to expand capacity at the Taylor Municipal Airport.

Strategy 1: Take steps to extend the Airport's runway to 5,000 feet.

<u>Due Date</u>		<u>Tactic</u>
Dec 2008	1.311	Provide necessary justification for the extension to the Aviation Division of TXDOT and the FAA.
Dec 2008	1.312	Develop a strategy to provide the local match for the runway extension.
Ongoing	1.313	Continue to work on providing city-owned infrastructure to the west side of airport to facilitate on airport as well as off-airport development

Goal 2: Economic Development Strategies and Tactics

The City of Taylor will offer a business friendly environment and support the attraction of new jobs and investment to the city.

Objective 1: Expand educational opportunities for Taylor's citizens.

Strategy 1: Support the construction of the East Williamson County Higher Education Center in Taylor.

Due Date

Tactic

2008 / 2009 **2.111**

Work with the EWCHEC and land owners to ensure the site has necessary infrastructure and is appropriately zoned.

2008 / 2009 2.112

Work with the EWCHEC team to complete the site Master Plan.

Goal 2: Economic Development Strategies and Tactics, *continued*

The City of Taylor will offer a business friendly environment and support the attraction of new jobs and investment to the city.

Objective 2: Continue to develop retail in Taylor.

Strategy 1: Launch a strategic approach to recruiting new retail to Taylor.

Due Date

Apr 2008

2.211

Tactic

Develop and adopt a marketing plan that addresses external marketing to retailers.

Oct 2008

2.212

Attend ICSC's Texas Conference and Dealmaking in San Antonio on October 29-31, 2008.

Strategy 2: Continue and broaden Taylor's "Buy Local" campaign.

Due Date

Dec 2008

2.221

Tactic

Organize and manage the 2nd Annual Holiday Shopping Buy Local Campaign.

Goal 2: Economic Development Strategies and Tactics, *continued*

The City of Taylor will offer a business friendly environment and support the attraction of new jobs and investment to the city.

Objective 3: Increase Taylor's exposure to potential future residents and investors.

Strategy 1: Invest in community improvements that draw visitors into Taylor.

May 2008	2.311	Bid out construction of the East Williamson County Regional Park. Seek remaining funds needed to complete construction.
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Goal 2: Economic Development Strategies and Tactics, *continued*

The City of Taylor will offer a business friendly environment and support the attraction of new jobs and investment to the city.

Objective 4: Continue to work with the Taylor EDC and regional groups in attracting industry to Taylor.

Strategy 1: Review the Taylor Economic Development Strategy and prioritize remaining activities.

Due Date

April 2008

2.411

Tactic

Determine which recommendations have already been accomplished or are no longer relevant.

April 2008

2.412

Explore the creation of a non-profit Community Development Corporation (CDC), a Community Development Financial Institution (CDFI), or similar entity to serve as a catalyst for economic development at the neighborhood level.

Goal 2: Economic Development Strategies and Tactics, *continued*

The City of Taylor will offer a business friendly environment and support the attraction of new jobs and investment to the city.

Objective 4: Continue to work with the Taylor EDC and regional groups in attracting industry to Taylor.

Strategy 2: Ensure that all policies related to economic development are current and reflect the community's best management practices.

Due Date

Sept 2008

2.421

Tactic

Update the Tax Abatement (Rebate) Ordinance.

Goal 3: Community Development Strategies and Tactics

The City of Taylor will develop a vibrant, inviting community.

Objective 1: Improve Taylor's physical appearance and quality of life.

Strategy 1: Increase Taylor's attractiveness to upper end housing developers.

Due Date

Nov 2008

3.111

Tactic

Present R2 and R3 zoning proposal to Planning & Zoning for approval.

Strategy 2: Coordinate City resources to more assertively enforce codes.

Due Date

Sept 2008

3.121

Tactic

Work to remove or permit the repair of a minimum of five dilapidated structures.

Sept 2008

3.122

Research and update policies relating to the issuance of Certificates of Occupancy.

Sept 2008

3.123

Utilize the "214" process to make a minimum of five lots available to infill development.

Sept 2008

3.124

Partner with private, public, or non profit entities to develop a minimum of three new infill homes.

Goal 3: Community Development Strategies and Tactics, *continued*

The City of Taylor will develop a vibrant, inviting community.

Objective 1: Improve Taylor's physical appearance and quality of life.

Strategy 3: Educate the community about local codes and engage their help in enforcement.

Due Date

Semi-annually **3.131**

Mar 2008 **3.132**

Tactic

Semi-annually, speak to a local community organization about the City's goals and role of code enforcement in attaining those goals.

Develop a simple fact sheet about City codes. Post the fact sheet on the City's website and mail in utility bills. Make widely available in City offices, at the library, Chamber, and other public facilities.

Goal 3: Community Development

Strategies and Tactics, *continued*

The City of Taylor will develop a vibrant, inviting community.

Objective 1: Improve Taylor's physical appearance and quality of life.

Strategy 4: Improve the appearance of the corridors leading into downtown Taylor.

Due Date

Oct 2008

3.141

Tactic

Begin planning the 2nd Street Corridor Plan.

May 2008

3.142

Present the Downtown Neighborhood Zoning ordinance to Planning & Zoning for approval.

Dec 2008

3.123

Enhance code enforcement efforts on 2nd Street, East 4th Street, Main Street, and Carlos G. Parker.

Goal 3: Community Development Strategies and Tactics, *continued*

The City of Taylor will develop a vibrant, inviting community.

Objective 1: Improve Taylor's physical appearance and quality of life.

Strategy 5: Revitalize downtown Taylor.

Due Date

Tactic

Mar 2008	3.151	Update the plan for downtown that contains a vision for the future development, defines its marketing niche, and recommends ways to package and promote downtown. Involve other Taylor organizations in funding and developing the plan.
Nov 2008	3.152	Revise codes to expand allowable building uses, such as live-work mixed use buildings, while promoting historic preservation.
Mar 2008	3.153	Complete Phase 1 of the streetscape project.
ongoing	3.154	Maintain a database of downtown properties. For each, include information such as ownership, zoning, and square footage.

Goal 3: Community Development Strategies and Tactics, *continued*

The City of Taylor will develop a vibrant, inviting community.

Objective 2: Boost community pride.

Strategy 1: Share positive news about Taylor with local residents and businesses.

Due Date

Apr 2008

3.211

Tactic

Develop and adopt a marketing strategy that includes a plan for internal marketing.

Ongoing

3.212

Update the City's website to reflect current news and events.

Goal 4: Parks and Recreation

Strategies and Tactics

The City of Taylor's parks and recreational facilities will continue to be improved so that they are fun, attractive amenities for citizens and visitors.

Objective 1: Continually maintain and improve Taylor's parks.

Strategy 1: Invest in park amenities and repairs.

Due Date

Sept 2008

4.111

Tactic

Explore alternative funding sources to pay for improvements to Heritage Square, Murphy, and Robinson parks.

Oct 2008

4.112

Develop a Capital Improvement Plan for the Cemetery that addresses drainage, street, and building issues.

Goal 4: Parks and Recreation

Strategies and Tactics, *continued*

The City of Taylor's parks and recreational amenities will be attractive and safe for citizens and visitors.

Objective 2: Enhance the Library's capacity to serve citizens.

Strategy 1: Continue to provide innovative programs and resources to library patrons.

Due Date

ongoing

4.211

Tactic

Continue to enhance library programming.

Mar 2008

4.212

Develop a plan to raise funds and purchase new books and update Library software and computer hardware. Involve the Library Foundation in fund raising activities.

Goal 4: Parks and Recreation

Strategies and Tactics, *continued*

The City of Taylor's parks and recreational amenities will be attractive and safe for citizens and visitors.

Objective 3: Expand the Moody Museum's role as a tourist attraction.

Strategy 1: Improve the Museum's marketability.

Due Date

2008/2009

4.311

Tactic

Commit funding for painting and repairs to Moody Museum's exterior.

Annually

4.312

Continue to receive hotel-motel occupancy tax grants from the Chamber to produce promotional materials for the Museum.

Dec 2008

4.313

Apply to have the Moody Museum placed on the National Register of Historic Places.

Strategy 2: Expand the Museum's operating hours.

Due Date

Apr 2008

4.321

Tactic

Determine what additional resources are needed to extend the Museum's operating hours to be open on Saturdays.

Goal 5: Public Safety Strategies and Tactics

The City of Taylor will provide a safe and healthy community for Taylor's citizens.

Objective 1: The City of Taylor Police Department will enhance the safety of the city and defend human dignity.

Strategy 1: Develop and expand community-based crime prevention programs and public relations.

Due Date

Ongoing

5.111

Tactic

Police department staff will participate in community service events on a quarterly basis.

Strategy 2: Improve police officer recruitment, training, and retention.

Due Date

Ongoing

5.121

Tactic

Improve police officer recruiting scope and efforts to include job fairs and new recruiting brochures.

Oct 2008

5.122

Develop and if possible implement a police officer training plan where each officer is afforded more training opportunities.

Ongoing

5.123

Continue development of local TCLEOSE "contract training" and deliver classes to officers of this and other area agencies.

Goal 5: Public Safety Strategies and Tactics

The City of Taylor will provide a safe and healthy community for Taylor's citizens.

Objective 1: The City of Taylor Police Department will enhance the safety of the city and defend human dignity.

Strategy 3: Participate in State recognition programs.

Due Date

Dec 2008

5.131

Tactic

Explore Texas Police Chiefs Association Foundation recognition program (State accreditation) and if expedient, pursue said recognition.

Strategy 4: Improve police facilities and invest in necessary equipment.

Due Date

Dec 2008

5.141

Tactic

Evaluate and determine what investments are needed to replace fleet vehicles and equipment.

Jun 2008

5.142

Efficiently deploy and utilize new technology such as digital video, in-car mobile network and other upgrades.

Jun 2008

5.143

Select a plan for radio system compliance with Project 25.

Goal 5: Public Safety

Strategies and Tactics, *continued*

The City of Taylor will provide a safe and healthy community for Taylor's citizens.

Objective 2: The City of Taylor Fire Department will be a leading fire service organization prepared to respond to citizen needs.

Strategy 1: Recruit, hire, and retain high quality individuals.

Due Date

Apr 2008

5.211

Tactic

Offer fee-based training for other departments taught by department personnel.

Dec 2008

5.212

Seek grant funding to develop an in-house training library for personnel.

Strategy 2: Improve fire facilities and invest in necessary equipment.

Due Date

Dec 2008

5.221

Tactic

Estimate cost and seek funding to make the Northside Station a drive through facility.

Goal 5: Public Safety

Strategies and Tactics, *continued*

Strategy 3: Improve Fire Department communications.

Due Date

Dec 2008

5.231

Tactic

Research the county-wide 800 system in conjunction with the Police Department. Identify grant opportunities

Strategy 4: Develop and expand on community-based safety, prevention programs, and public relations

Due Date

ongoing

5.241

Tactic

Work with community non-profit organizations with safety based programs such as Texans in Motion for child safety seat inspections.

Ongoing

5.242

Work with local businesses and non profit organizations to host fire prevention educational events for the public.

April 2008

5.243

Involve personnel in developing a fire safety area within the City Library for young readers. Complete design and get approval from the librarian.

Ongoing

5.244

Continue open lines of communication between city, county, and businesses on code enforcement issues.

Goal 6: City Operations

Strategies and Tactics

The City of Taylor will continue to operate as a progressive and fiscally responsible organization.

Objective 1: The City of Taylor will provide a working environment that attracts and retains well trained, motivated employees.

Strategy 1: Keep compensation competitive.

Due Date

Annually

6.111

Tactic

Identify five Texas cities with similar characteristics as Taylor. Using the Waters Consulting Group's salary survey, benchmark Taylor's salaries against these cities and adjust as necessary to stay competitive. Specifically examine police and fire compensation.

Annually

6.112

Review the City's benefits plan.

2012

6.113

Increase City's retirement match from 1.5 to 1 to 2 to 1.

Goal 6: City Operations Strategies and Tactics

The City of Taylor will continue to operate as a progressive and fiscally responsible organization.

Objective 1: The City of Taylor will provide a working environment that attracts and retains well trained, motivated employees.

Strategy 2: Train and retain City staff.

<u>Due Date</u>		<u>Tactic</u>
Annually	6.121	Meet with City department leaders to discuss skills shortages within their departments.
As funded	6.122	Recommend, seek funding for, and schedule new training programs to address these needs.
Ongoing	6.123	Create staff development opportunities that will result in improved customer service, job satisfaction and team oriented approaches to the delivery of City services.
Quarterly	6.124	Schedule management meetings with one city division each quarter.
Semi-Annually	6.125	Organize two city staff social functions each year.

Goal 6: City Operations

Strategies and Tactics, *continued*

The City of Taylor will operate as a progressive organization.

Objective 2: Supplement City revenue.

Strategy 1: Seek alternative funding sources to pay for new projects.

Due Date

Ongoing

6.211

Tactic

Utilize resources such as RC&D, listserve, the Hogg Foundation Library, and the Foundation Directory online to identify funding sources.

As needed

6.212

Continue using the services of a professional grant writer.

Strategy 2: Ensure City financial policies maximize return on investment.

Due Date

ongoing

6.221

Tactic

Examine how other cities price city services and compare with Taylor's.

ongoing

6.222

Seek ways to strengthen and diversify the City's income base. [these are new actions, please revise as desired]

Goal 6: City Operations

Strategies and Tactics, *continued*

The City of Taylor will operate as a progressive organization.

Objective 3: Repair and upgrade City facilities.

Strategy 1: Improve the current City Hall building.

Due Date

Mar 2008

6.311

Tactic

Update a 5-year plan for municipal facilities.

Implementation Schedule

Goal 1: Infrastructure / Public Works Implementation Schedule

Tactic	Description	Date	2008												2008/2009
			F	M	A	M	J	J	A	S	O	N	D		
1.111	Bid out and begin construction of upper pressure plane	Sep08													
1.122	Increase funding for street rehab to \$350,000/yr.	Oct08													
1.112	Plan for alleviating I/I in remaining drainage basins	Dec08													
1.113	Create a Municipal Drainage Utility System and fund	Dec08													
1.211	Develop a flexible IT plan	Dec08													
1.121	Pursue County and State funding for 2nd Street improvements	Dec08													
1.311	Provide necessary justification for the extension to the Aviation Division of TXDOT and the FAA	Dec08													
1.312	Develop strategy to provide local match for runway extension.														
1.212	Implement Phase 1 GIS plan	2008/2009													
1.131	Continue Dickey St. drainage system improvements	2008/2009													
1.213	Continue to update City Project Management Systems	ongoing													
1.313	Continue to work on providing city-owned infrastructure to the west side of airport														

Goal 2: Economic Development Implementation Schedule

Tactic	Description	Date	2008												2008/2009
			F	M	A	M	J	J	A	S	O	N	D		
2.412	Explore the creation of a CDC, CDFI, or similar institution	Apr08													
2.411	Determine which ED Strategy recs. are no longer relevant or have already been accomplished	Apr08													
2.211	Develop / adopt a retail marketing plan	Apr08													
2.311	Bid construction of EWCRP. Seek funds needed to complete constr.	May08													
2.421	Update the Tax Abatement (Rebate) Ordinance	Sept08													
2.212	Attend ICSC's Texas Conference in San Antonio (Oct 29-31)	Oct08													
2.221	Organize and manage the 2nd Annual Holiday Buy Local campaign	Dec08													
2.112	Work with the EWCHEC team to complete the site master plan	2008/2009													
2.111	Work with EWCHEC to ensure site has necessary infrastructure	2008/2009													

Goal 3: Community Development Implementation Schedule

Tactic	Description	Date	2008												2008/2009
			F	M	A	M	J	J	A	S	O	N	D		
3.132	Develop a fact sheet about City codes, post on website	Mar08													
3.151	Update the plan for downtown	Mar08													
3.153	Complete Phase 1 of the streetscape project	Mar08													
3.211	Develop/adopt an internal marketing strategy	Apr08													
3.142	Present Downtown Neighborhood Zoning ordinance to P&Z	May08													
3.121	Work for remove or permit repair to 5+ dilapidated structures	Sept08													
3.122	Research and update Certificates of Occupancy policies	Sept08													
3.123	Utilize the “214” process to make 5+ lots available for infill dev.	Sept 08													
3.124	Partner with other organizations to develop 3+ new infill homes	Sept08													
3.141	Begin planning 2nd Street Corridor Plan	Oct08													
3.152	Revise codes to expand allowable building uses downtown	Nov08													
3.123	Enhance code enforcement efforts on 2nd, East 4th, Main, and Carlos Parker streets	Dec08													
3.131	Speak to a community organization about codes and goals	Semi-annual													
3.212	Update the City’s website to reflect current news and events	Ongoing													
3.154	Maintain a database of downtown properties	Ongoing													

Goal 4: Parks and Recreation Implementation Schedule

Tactic	Description	Date	2008												2008/2009
			F	M	A	M	J	J	A	S	O	N	D		
4.212	Develop a plan to raise funds for Library books, software, hardware	Mar08													
4.321	Determine resources needed to extend Moody Museum hours	Apr08													
4.111	Explore alternative funding sources for park improvements	Sept08													
4.112	Develop a CIP for the Cemetery	Oct08													
4.313	Apply to have the Moody Museum placed on the National Register	Dec08													
4.311	Commit funding for painting and repairs to Moody Museum	2008/2009													
4.211	Continue to enhance Library programming	Ongoing													
4.312	Use hotel taxes to produce Moody Museum promotional materials	Annually													

Goal 5: Public Safety Implementation Schedule

Tactic	Description	Date	2008												2008/2009
			F	M	A	M	J	J	A	S	O	N	D		
5.211	Offer fee-based training for other depts taught by dept personnel	Apr08													
5.243	Develop a fire safety area within the City Library for young readers	Apr08													
5.143	Select a plan for radio system compliance with Project 25	Jun08													
5.142	Deploy and use new technology such as digital video	Jun08													
5.122	Develop police officer training plan and increase training	Oct08													
5.141	Determine investment needed to replace fleet vehicles and equip.	Dec08													
5.212	Seek grant funding to develop an in-house training library	Dec08													
5.221	Estimate cost and seek funding for drive through Northside Station	Dec08													
5.131	Explore TX Police Chiefs Assoc Foundation recognition program	Dec08													
5.231	Research the Wm County 800 system, identify grant opportunities	Dec08													
5.123	Continue development of TCLEOSE contract training	Ongoing													
5.121	Improve Police officer recruiting to include job fairs / brochures	Ongoing													
5.242	Work with local orgs to host fire prevention educational events	Ongoing													
5.244	Continue open lines of communication in city on code enforcement	Ongoing													
5.241	Work with safety based programs like Texans in Motion	Ongoing													
5.111	Police Dept will participate in community service events	Ongoing													

Goal 6: City Operations Implementation Schedule

Tactic	Description	Date	2008												2008/2009
			F	M	A	M	J	J	A	S	O	N	D		
6.311	Update a 5-year plan for municipal facilities	Mar08													
6.121	Meet with City department leaders to discuss skills shortages	Annually													
6.124	Schedule management meetings with one city division each quarter	Quarterly													
6.221	Examine how other cities price city services and compare with Taylor	Ongoing													
6.222	Seek ways to strengthen and diversity the City's income base	Ongoing													
6.123	Create staff development opportunities	Ongoing													
6.211	Utilize resources like RC&D to identify alternative funding sources	Ongoing													
6.122	Address skills shortages within City staff as recommended	As funded													
6.212	Continue using the services of a professional grant writer	As needed													
6.111	Benchmark City salaries against five similarly sized cities	Annually													
6.125	Organize two city staff social functions each year	Semi-annual													
6.112	Review the City's benefits plan	Annually													
6.113	Increase the City's retirement match from 1.5 to 1 to 2 to 1	2012													



***City Council Meeting
February 9, 2012
Agenda Item Transmittal***

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

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/ JUSTIFICATION

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

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

[15a 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 February 9, 2012 and has posted an Official Agenda indicating the 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 | To discuss personnel matters |
| ☒ | 551.087 | To conduct economic development negotiations and consider financial or other incentives to a business prospect that the City seeks to have locate in or near the City of Taylor. |

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

2. BACK TO OPEN SESSION

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

CERTIFICATION

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

WITNESS my hand this the _____ day of _____, 2012

Donald R. Hill, Mayor