AGENDA

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

NOVEMBER 8, 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. Approve minutes for October 25, 2012. (Susan Brock)
2. Authorize the City Manager to sign an economic development incentives agreement with Apple Texas Restaurants, Inc. (Bob van Til)

PROCLAMATION

3. Proclamation: Recognizing November 11, 2012 as Veterans Day. (Mayor)
4. Proclamation: Recognizing November 5-9, 2012 as Municipal Court Week. (Mayor)

ORDINANCES

5. Consider approving Ordinance 2012-34 regarding the sale of alcohol beverages during extended hours between midnight and 2:00 a.m. for the holder of a mixed beverage late hours permit. (Jeff Straub)
6. Consider introducing Ordinance 2012- 35 repealing Ordinance 2011-13 relating to the permitting of fencing in rights of way. (Bob van Til)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

7. Consider authorizing the City Manager to sign contracts with Sledge Engineering, LLC and Rimrock Consulting Company for professional services to update the roadway impact fees. (Bob vanTil)
8. Update on Capital Improvement Projects. (Casey Sledge)
9. Continue discussion on community recreation center and consider awarding proposals. (Casey Sledge)

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 November 5, 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 Date 11/5/12
Susan Brock, City Clerk

City Council Meeting
November 8, 2012
Agenda Item Transmittal

Agenda Item #:	**1**
Agenda Title:	Approve minutes for October 25, 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, October 25, 2012

The City Council of the City of Taylor met on October 25, 2012, at City Hall, 400 Porter St., Taylor, Texas. Mayor Donald Hill declared a quorum and called the meeting to order at 6:04 p.m. with the following present:

Mayor Pro Tem Chris Gonzales
Council Member Jesse Ancira
Council Member Chris Osborn
Council Member Brandt Rydell

City Manager, Jim Dunaway
Assistant City Manager, Jeff Straub
City Attorney, Ted Hejl
City Clerk, Susan Brock

INVOCATION

Mr. Danny Thomas led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

Mr. Joe Naizer had signed up to speak on Agenda Item Number 10 but declined at this time.

CONSENT AGENDA

1. APPROVE MINUTES OCTOBER 11 AND OCTOBER 16, 2012.
2. ACCEPT SEMIANNUAL IMPACT FEE REPORT FROM THE TAYLOR IMPACT FEE ADVISORY COMMITTEE FOR JANUARY 1 TO SEPTEMBER 30, 2012.
   Mayor Pro Tem Gonzales moved to approve the consent agenda as presented and Council Member Rydell seconded the motion. VOTE: Five voted AYE.

PUBLIC HEARINGS/ORDINANCE

3. CONSIDER INTRODUCING ORDINANCE 2012-34 REGARDING THE SALE OF ALCOHOL BEVERAGES DURING EXTENDED HOURS BETWEEN MIDNIGHT AND 2:00 A.M. FOR THE HOLDER OF A MIXED BEVERAGE LATE HOURS PERMIT.
   Mr. Straub presented a request to consider an ordinance that would allow the sale of alcohol in establishments whose business consists of 70% or more food service and must hold a mixed beverage late hours permit. Council expressed some concern over the 70% food requirement and requested a list of establishments that would qualify for this type of permit as well as those who would not.

   Hearing no further discussion, Mayor Hill asked Mr. Hejl to read the caption and asked for a motion.

ORDINANCE NO. 2012-34

AN ORDINANCE EXTENDING THE HOURS FOR THE SALE OR OFFER FOR SALE OF ALCOHOL BEVERAGES DURING EXTENDED HOURS BY THE HOLDER OF A RETAIL DEALER'S ON-PREMISES LATE HOURS LICENSE AND THE HOLDER OF A MIXED BEVERAGE LATE HOURS PERMIT WHICH HOLDERS HAVE NO LESS THAN SEVENTY PERCENT INCOME FROM THE SALE OF FOOD AT THE LOCATION FROM WHICH MIXED DRINKS OR BEER IS SOLD; 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 OR REGULATION WHICH GOVERNS FIRE SAFETY, ZONING, OR PUBLIC HEALTH AND SANITATION, WHICH SHALL BE PUNISHED BY PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00); PROVIDING SEVERABILITY, REPEALER, AND PUBLICATION CLAUSES.

PROCLAMATION

4. PROCLAMATION: TEXTING AND DRIVING: IT CAN WAIT PROGRAM.
Mayor Pro Tem Gonzales presented a proclamation emphasizing the dangers of texting while driving. The proclamation was received by Captain Don Georgens, Taylor Police Department, along with several citizens attending the meeting.

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

(Council Member Rydell recused himself prior to the next agenda item citing a conflict of interest.)

5. CONSIDER RECEIVING REPORT FRM THE TAYLOR CONSERVATION AND HERITAGE SOCIETY REGARDING THE OLD CITY HALL PROPERTY.
Ms. Christina Davis presented an update on the efforts of the TCHS to secure funding for the Old City Hall.

   Mayor Pro Tem Gonzales moved to accept the report as presented and asked Ms. Davis to provide Council with an update on November 29th to include a list of specific grants applied for and a report on the amount of funds collected from the upcoming event. Council Member Osborn seconded the motion. VOTE: Four voted AYE. Motion passed.

(Council Member Rydell rejoined the meeting.)

6. CONSIDER ACCEPTING QUARTERLY REPORT FROM THE TAYLOR CHAMBER OF COMMERCE.
Mr. Thomas Martinez, President, Taylor Chamber of Commerce, presented his Quarterly Report to Council for the period July 1-September 30, 2012.

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

7. CONSIDER A REQUEST FROM THE MOODY MUSEUM ADVISORY BOARD TO EXPEND FUNDS FROM THE LOUIS K. NED DONATION.
   Mr. Bob vanTil, Director of Planning and Development, introduced Ms. Cissie Pierce, President of the Moody Museum Advisory Board who was presenting a request on behalf of the Board for $3,000.00 from the Louis K. Ned donation. Ms. Pierce provided details on how the funds would be used to develop an educational program based on the play "You Can't Do That, Dan Moody!".

   Council Member Osborn moved to approve the request as presented and Council Member Rydell seconded the motion. VOTE: Five voted AYE. Motion passed.

8. CONSIDER APPROVING RESOLUTION R12-15 REGARDING THE SUBMITTAL OF A GRANT APPLICATION TO THE TEXAS TRANSPORTATION ENHANCEMENT PROGRAM.
   Mr. vanTil presented a request to submit a grant application to the Texas Department of Transportation to fund a pedestrian bike path along Main Street and a portion of West Lake Drive. The $1 million dollar grant requires a 20% match and would provide a pedestrian/bike walkway along North Main Street to WalMart and as far west on Lake Drive as funds would allow resulting in maximum connectivity of existing sidewalks and trails. If awarded, the matching funds would not be needed until the 2013/2014 fiscal year.

   Council Member Rydell moved to approve Resolution R12-15 as presented and Mayor Pro Tem Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

9. CONSIDER APPPOINTING A MEMBER TO THE MAIN STREET ADVISORY BOARD TO FILL A VACANCY.
   Ms. Deby Lannen, Main Street Director, presented a request to appoint Mr. Eric Weiner to fill a vacancy due to the resignation of a member.

   Council Member Gonzales moved to appoint Eric Weiner to the Main Street Advisory Board and Council Member Rydell seconded the motion. VOTE: Five voted AYE. Motion passed.

10. CONSIDER AWARDING PROPOSALS FOR RECREATION CENTER.
    Casey Sledge, city consulting engineer, presented multiple proposals for approval regarding various construction elements of the recreation center. Due to the complexity of the project proposals and increased costs, Mayor Pro Tem Gonzales moved to table this item until November 8th and asked staff to bring back funding options and possible costs reductions. Council Member Osborn seconded the motion. VOTE: Four voted AYE; One Vote NO (Mayor Hill). Motion passed.

ADJOURN

With no further business; Mayor Hill adjourned the meeting at 8:55 p.m.

Don Hill, Mayor

ATTEST:

Susan Brock, City Clerk

City Council Meeting
November 8, 2012
Agenda Item Transmittal

Agenda Item #: **2**

Agenda Title: Authorize the City Manager to sign an economic development incentives agreement with Apple Texas Restaurants, Inc.

Council Action to be taken: Approve by consent

Initiating Department: **City Manager's Office; Department of Planning and Development**

Staff Contact: **Bob van Til, Director**

1. INTRODUCTION/PURPOSE

This proposed agreement is ready for Council action and is expected to be executed by the Company prior to the meeting on Thursday evening.

2. DESCRIPTION/ JUSTIFICATION

The proposed agreement is styled in the following way, which 'front loads' more of the cash than planned earlier at the request of the Company:

1. $200,000 paid after the Company closes on the property, and
2. $150,000 paid to the Company after the certificate of occupancy is issued and
3. The City will waive all permit fees.

The Company represents that it will generate property and sales tax revenue to the community sufficient enough to provide a public return on investment (ROI) to the community in excess of $2.0. The minimum threshold is $0.7.

3. FINANCIAL/BUDGET

In the first ten years the approximate projected revenue to the City is $50K to $55K/year, based on property and sales tax.

4. TIMELINE CONSIDERATIONS

The Company is ready to apply for permits and begin construction.

5. RECOMMENDATION

Staff recommends that the Council authorize the City manager to execute the agreement.

6. REFERENCE FILES

2a. Economic Development Incentives Agreement

APPLE TEXAS RESTAURANTS, INC.

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 APPLE TEXAS RESTAURANTS, INC., a Texas limited liability company ("APPLE").

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 APPLE in recognition of the positive economic benefits to the CITY through APPLE'S (i) construction of full service restaurant building having approximately 11,000 square feet ("Building") on the real property shown in *Exhibit "A"* attached hereto and incorporated by reference herein ("Property"), (ii) establishment of a full service restaurant business on the Property("Business"), (iii) collection of City sales tax generated by the Business, (iv) a capital investment of approximately $1,800,000.00 in the Business; and (v) retention of an assessed value of $1,000,000.00 on the Building and Business by the Williamson Central Appraisal District; 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 APPLE will construct the Building on the Property and operate the Business in compliance with all rules, regulations, permit requirements, and ordinances pertaining to them; and

WHEREAS, APPLE, in consideration of this Agreement, agrees to construct the Building and operate the Business on the Property.

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and APPLE 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 APPLE proceeds with the construction of a Building and establishes the Business on the Property. APPLES'S execution and performance of this Agreement constitutes a valid and binding obligation of APPLE in the event APPLE proceeds with the Building and Business.

2. COMPLIANCE. APPLE 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 APPLE 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, APPLE must complete construction of the Building and establish the Business on the Property.

B. TIME: Construction of the Building shall commence no later than February 28, 2013, and shall be completed with a City certificate of occupancy no later than December 31, 2013.

C. REIMBURSEMENT: The City will reimburse APPLE as a total grant an amount not to exceed three hundred fifty thousand ($350,000.00) dollars ("Total Grant") for costs incurred by APPLE for the Building and operation of the Business in the following manner: (i) two hundred thousand dollars ($200,000.00) on the date of closing for the purchase of the real property; and (ii) one hundred fifty thousand dollars ($150,000.00) on the date a certificate of occupancy is issued by the City to APPLE allowing occupancy of the Building for operation of the Business.

D. WAIVER OF FEES: The City will waive all City Impact and permit fees resulting from construction of the Building.

4. INSPECTIONS. Employees or designated representatives of the City shall be entitled to inspect the Business during the

term of this Agreement to verify and substantiate APPLE'S compliance with this Agreement which compliance shall be conditions precedent and subsequent to this Agreement.

5. The City shall be entitled to request information from APPLE deemed by the CITY to be reasonable or necessary to verify APPLE'S compliance with this Agreement or entitlements under this Agreement.

6. BUSINESS OPERATION. APPLE covenants and agrees that it shall continuously operate and maintain the Business on the Property throughout the term of this Agreement.

7. TERM. This Agreement shall become enforceable upon execution by the CITY and APPLE and shall be effective as of the date of this Agreement. This Agreement shall terminate no later than upon the later of the CITY'S payment to APPLE of the 380 Total Grant required by the City or the date APPLE is required to comply with this Agreement in consideration for the CITY grant.

8. APPLE'S OBLIGATIONS. In consideration of the CITY'S establishment of this economic development program for APPLE 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 APPLE proceeds with the Building on the Property, APPLE agrees to the requirements of this Agreement.

9. COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES. APPLE makes the following covenants and warranties to the CITY, and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be an act of default by APPLE. Failure to comply with any one covenant or warranty shall constitute an act of default by APPLE.

A. No litigation or governmental proceeding is pending or, threatened against APPLE or affecting APPLE that may result in any material adverse change in APPLE or the Business. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

B. No certificate or statement delivered by APPLE to the CITY in connection with this Agreement, or in connection with any transaction contemplated herein, contains any untrue statement or fails to state any fact necessary to keep the statements contained herein from being misleading.

C. There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and APPLE has not been informed of any potential involuntary bankruptcy proceedings.

D. To the best of its knowledge, APPLE has acquired and maintains all necessary rights, licenses, permits and authority to carry on the Business in Taylor, Texas, and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.

E. APPLE shall timely pay all taxes due and owing by it to all taxing authorities having jurisdiction. In addition, APPLE shall timely pay all employment, income, franchise, and all other taxes due and owing by it to all local, state, and federal entities.

F. APPLE shall complete the Business required by this Agreement and shall provide and staff the requirement employment positions, investment, and other economic development considerations described in this Agreement.

G. APPLE shall timely and fully comply with all the terms and conditions of this Agreement.

H. APPLE shall notify the CITY in writing of substantial changes in Business management within seven (7) days.

I. APPLE agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled.

J. APPLE hereby certifies that it does not knowingly employ and will not hereafter employ an undocumented worker as defined in Chapter 2264, Texas Government Code. In addition, APPLE shall execute the Condition on Receipt of Public Subsidies/Agreement Regarding Repayment of Interest attached hereto as *Exhibit "B"* attached hereto and incorporated by reference herein.

K. APPLE shall operate the Business in compliance with all federal, state and local laws, rules and regulations applicable to the Business, Building and Property during the term of this Agreement.

L. APPLE agrees to reimburse the CITY a sum equal to the Grant Amount paid to APPLE pursuant to this Agreement should APPLE fail to construct the Building as required herein. Such reimbursement shall be made on or before ten (10) days after APPLE notifies the CITY that it shall not construct the Building or if construction has not commenced on or before March 1, 2013, whichever date is earlier.

10. MUTUAL ASSISTANCE. CITY and APPLE 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 Business.

11. DEFAULT. If either the CITY or APPLE 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 APPLE 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 terminate all economic benefits under this Agreement as well as all other relief provided under this Agreement.

12. ATTORNEY'S FEES. In the event any legal action or proceeding is commenced between the CITY and APPLE 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.

13. 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 APPLE.

14. BINDING EFFECT. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns as allowed in this Agreement.

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

16. TERMINATION. In the event APPLE elects not to proceed with the Building and Business as contemplated by this Agreement, APPLE 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.

17. 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:

APPLE: APPLE TEXAS RESTAURANTS, INC.
One Galleria Tower
13355 Noel Road, Suite 1645
Dallas, Texas 75240

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

18. 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.

19. 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.

20. 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.

21. 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.

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

23. 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 APPLE or the design, construction or operation of any portion of the Building on the Property or the Business.

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

Exhibit "A": the "Property".

Exhibit "B"; the Condition of Receipt of public subsidies/Agreement Regarding Repayment of Interest.

Dated this the 8th day of November, 2012.

APPLE TEXAS RESTAURANTS, INC.

____
By: David Morris
Its: Vice-President

CITY OF TAYLOR, TEXAS,
a home rule city

____
By: Jim Dunaway
Its: City Manager

EXHIBIT "A"
Legal Description

Lot 4, Wal-Mart Supercenter Addition to the City of Taylor, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet Y, Slide 217, of the Plat Records of Williamson County, Texas

EXHIBIT "B"

CONDITION ON RECEIPT OF PUBLIC SUBSIDIES/AGREEMENT REGARDING REPAYMENT OF INTEREST

WHEREAS, APPLE TEXAS RESTAURANTS, INC. has submitted an application to receive a public subsidy as defined in Chapter 2264, Texas Government Code (hereinafter "the Code"); and

WHEREAS, APPLE TEXAS RESTAURANTS, INC has certified in said application that neither said business, nor a branch, division or department of said business knowingly employs or will hereafter knowingly employ an undocumented worker (as defined in the Code); and

WHEREAS the Code stated that if any business, or a branch, division, or department of the business, after receiving a public subsidy, is convicted of a violation under 8 U.S.C., Section 1324(f), the business shall be required to repay the amount of the public subsidy with interest; and

WHEREAS the Code requires that as a condition precedent to CITY OF TAYLOR, TEXAS providing such public subsidy, APPLE TEXAS RESTAURANTS, INC must enter into a written agreement specifying the rate and terms of the payment of interest if APPLE TEXAS RESTAURANTS, INC is required to repay the public subsidy.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS THAT the CITY OF TAYLOR, TEXAS, and APPLE TEXAS RESTAURANT, INC hereby agree that if, after receiving a public subsidy from the CITY OF TAYLOR, TEXAS, APPLE TEXAS RESTAURANTS, INC is convicted of a violation of 8 U.S.C., Section 1324(f), that APPLE TEXAS RESTAURANTS, INC shall repay the amount of the public subsidy together with interest at the rate of twelve (12) percent per annum, such interest to begin accruing on the date of such conviction and to continue until all sums owed under this agreement are paid. Such repayment plus said interest shall be due and payable not later than the 120th day after the date that the CITY OF TAYLOR, TEXAS, notifies APPLE TEXAS RESTAURANTS, INC of the conviction.

Interest on the public subsidy as referenced above shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the repayment or, if that has been paid, refunded.

All payments due under this document shall be payable in Taylor, Williamson County, Texas.

In the event that a civil action is brought by a public agency, local taxing jurisdiction, the CITY OF TAYLOR, TEXAS, or the Texas Attorney General to recover any amounts owed to the CITY OF TAYLOR, TEXAS, under the Code and this agreement, the said party shall also be entitled to recover from APPLE TEXAS RESTAURANTS, INC, all court costs and reasonable attorney's fees incurred in such action.

CITY OF TAYLOR, TEXAS	APPLE TEXAS RESTAURANTS, INC.
______________________	______________________
By: JIM DUNAWAY	By: DAVID MORRIS
Its: CITY MANAGER	Its: VICE-PRESIDENT

City Council Meeting
November 8, 2012
Agenda Item Transmittal

Agenda Item #: **3**

Agenda Title: Proclamation: Veterans Day is November 11, 2012

Council Action to be taken: Mayor to present

Initiating Department: **City Administration**

Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

Mayor Pro Tem Gonzales asked that the city issue a proclamation recognizing November 11th as Veterans Day.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

3a. Proclamation

PROCLAMATION

Whereas, November 11 is known as Veterans Day when we have the opportunity to extend our appreciation to all American veterans; and

Whereas, millions of men and women have served in our military branches performing countless acts of bravery, serving with honor and making sacrifices for all of us; and

Whereas, Veterans Day is a time to remember these heroes and to honor the memories or those who lost their lives; and

Whereas, Veterans Day is also a time to thank all of the men and women of our armed forces who continue to fight for freedom throughout the world today. Their service reminds each of us to celebrate the many liberties we enjoy today. Let us honor the heroes we have lost and dedicate ourselves to support the next generation of veterans as they return home from duty.

NOW, therefore, I, Donald R. Hill, the Mayor of the City of Taylor, do hereby honor our veterans and proclaim November 11, 2012 as

Veterans Day
in
Taylor, Texas

Proclaimed this 8th day of November, 2012.

Donald R. Hill, Mayor

City Council Meeting
November 8, 2012
Agenda Item Transmittal

Agenda Item #:	**4**
Agenda Title:	Proclamation: Recognizing November 5-9, 2012 as Municipal Courts Week.
Council Action to be taken:	Mayor will present proclamation.
Initiating Department:	City Administration
Staff Contact:	Esther Walton, Assistant to the City Manager

1. INTRODUCTION/PURPOSE

To recognize the important role municipal courts play in helping maintain and improve the quality of life of a community.

2. DESCRIPTION/ JUSTIFICATION

The Texas Municipal Courts Education Center encourages communities to celebrate Municipal Courts Week by recognizing the value of their judges, court support personnel and prosecutors and the work that they do.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

Municipal Court Week is November 5-9, 2012.

5. RECOMMENDATION

Present proclamation.

6. REFERENCE FILES

4a. Proclamation

Municipal Court Week

November 5 - November 9, 2012

Whereas, the Municipal Court , a time honored and vital part of local government, has existed since 1914,

Whereas more people, citizens and non-citizens alike, come in personal contact with municipal courts than all other Texas courts combined, and

Whereas public impression of the entire Texas judicial system is largely dependent upon the public's experience in municipal court,

Whereas, Municipal Judges and court support personnel have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and conform to the standards set by the Canons of Judicial Conduct,

Whereas, the Municipal Courts play a significant role in preserving the quality of life in Texas communities through the adjudication of traffic offenses, ensuring a high level of traffic safety for our citizens,

Whereas, the Municipal Courts serve as the local justice center for the enforcement of local ordinances and fine-only state offenses that protect the peace and dignity of our community,

Whereas, the Municipal Judges and Clerks continually strive to improve the administration of justice through participation in judicial education programs, seminars, workshops and the annual meetings of their state and local professional organizations.

Therefore, it is most appropriate that we recognize the accomplishments of the 923 Texas Municipal Courts, and salute their critical role in preserving public safety, protecting the quality of life in Texas communities, and deterring future criminal behavior,

Now, I Donald Hill, Mayor of the City of Taylor, Texas, do hereby recognize the week of November 5 - November 9, 2012, as *Municipal Court Week*, and further extend appreciation to our Municipal Judge and court support personnel for the vital services they perform and their exemplary dedication to our community. I call upon all residents of Taylor to join with the City Council in recognizing the vital service they perform and their exemplary dedication to the communities they represent.

Proclaimed this the 8th day of November, 2012.

____

Donald Hill, Mayor

City Council Meeting
November 8, 2012
Agenda Item Transmittal

Agenda Item #:	**5**
Agenda Title:	Consider introducing Ordinance 2012-34 regarding the sale of alcohol beverages during extended hours between midnight and 2:00 am for all properly licensed establishments.
Council Action to be taken:	Approve, Deny or Table
Initiating Department:	City Administration
Staff Contact:	Jeff Straub, Assistant City Manager

1. INTRODUCTION/PURPOSE

As previously stated, for quite some time, the community has expressed a desire for more "sit down" type restaurants. In speaking with franchisees of restaurant chains, we have learned that it is desirable for them to have the option of being able to sell alcohol to 2:00 AM. Texas law allows for the 2:00 AM option to be invoked by ordinance at a local level. Initially, this proposed ordinance was crafted to permit sales of alcohol to 2:00 AM only by establishments with the appropriate late hours permit whose business consisted of 70% or more of food service.

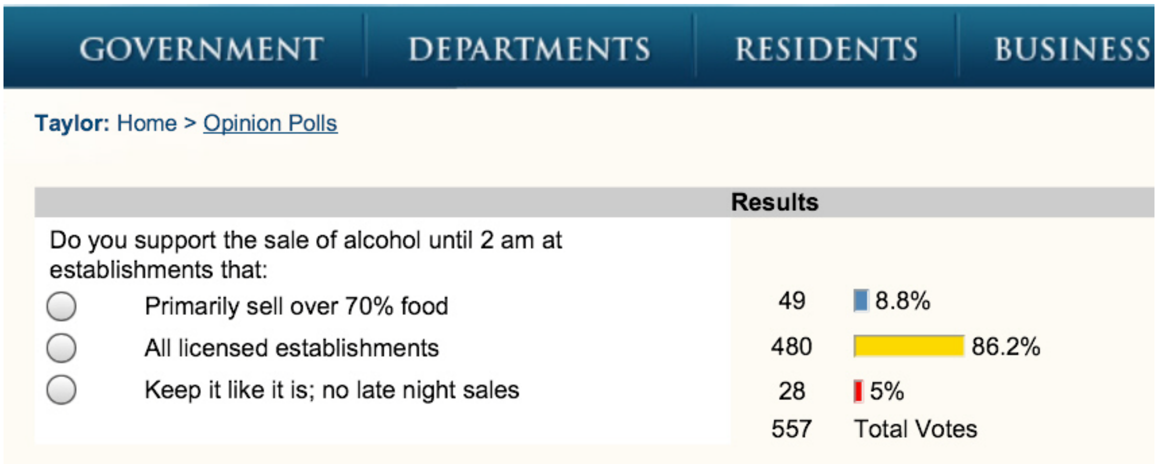
After discussion with the Council, considering the difficulties in enforcing a food percentage, recognizing that we are fully capable of public order maintenance and polling the public, it is staff's recommendation that this ordinance be passed as a traditional late hours ordinance. The ordinance will enable any establishment with a mixed beverage late hours permit or retail dealer's late hours on-premises license to serve alcoholic beverages on premises until 2:00 a.m.

2. DESCRIPTION/ JUSTIFICATION

The 2:00 AM alcohol option will accommodate the needs of those proposing restaurant development in Taylor and will allow us to be more marketable for future restaurant development. In my law enforcement experience, I witnessed no measurable difference in calls or public order issues because of 2:00 AM closing of any alcohol establishment, especially those that primarily served food.

As mentioned in our last meeting, the Taylor Daily Press did an article requesting feedback on this issue, pointing reads to our online poll. Staff also requested poll participation from our website subscribers.

While not a scientific poll, its results were overwhelmingly in favor of this ordinance. As of 11-05-12 at 9:00 a.m. there were 557 respondents. Of these, 95% favored the extension of hours with 86.2% supporting the concept that the hours extension should not require the 70%+ food service requirement.



3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

ASAP

5. RECOMMENDATION

Staff recommends this ordinance be approved allowing properly licensed establishments to sell alcohol on-premises until 2:00 am

6. REFERENCE FILES

5a. Ordinance 2012-34

ORDINANCE NO. 2012-34

AN ORDINANCE EXTENDING THE HOURS FOR THE SALE OR OFFER FOR SALE OF ALCOHOL BEVERAGES DURING EXTENDED HOURS BY THE HOLDER OF A RETAIL DEALER'S ON-PREMISES LATE HOURS LICENSE OR THE HOLDER OF A MIXED BEVERAGE LATE HOURS PERMIT; 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 OR REGULATION WHICH GOVERNS FIRE SAFETY, ZONING, OR PUBLIC HEALTH AND SANITATION, WHICH SHALL BE PUNISHED BY PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00); PROVIDING SEVERABILITY, REPEALER, AND PUBLICATION CLAUSES.

WHEREAS, the extended hours for sale of mixed beverages, as prescribed in V.T.C.A. Alcoholic Beverage Code Section 105.03(d)(2), authorizes the sale and the offer of sale of mixed beverages between midnight and 2:00 a. m. on any day to a holder of a mixed beverages late hours permit; and

WHEREAS, the extended hours for sale, offer for sale, and delivery of beer as prescribed in V. T. C. A. Alcoholic Beverage Code Section 105.05(d) (2), authorizes the sale, offer of sale, and delivery of beer between midnight and 2:00 a.m. on any day to a holder of a retail dealer's on premise late hours license; and

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

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

SECTION 2. Any person, firm, or corporation authorized to offer for sale alcoholic beverages within the city limits of the City will do so only during the hours authorized under the Alcoholic Beverage Code and City Ordinances.

SECTION 3. Pursuant to Section 105.03(d) (2) of the Alcoholic Beverage Code, extended hours for the sale of mixed beverages is allowed to a holder of a mixed beverages late hours permit.

SECTION 4. For holders described in Section 3 above, the extended hours for the sale of mixed beverages and the offer to sell them by the holder are allowed between midnight and 2 a. m. on any day.

SECTION 5. Pursuant to Section 105.05(d) (2) of the Alcoholic Beverage Code, extended hours for the sale of beer is allowed to a holder of a retail dealer's on premise late hours license.

SECTION 6. For holders described in Section 5 above, the extended hours for the sale, the offer to sell beer, and delivery of beer by the holder are allowed between midnight and 2 a. m. on any day.

SECTION 7. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to by invalid or unconstitutional; and the City Council of the City of Taylor, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 8. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be subjected to a fine not to exceed the sum of Five Hundred Dollars ($500.00) for each offense, except where a different penalty has been established by State law for such offense in which event the penalty shall be fixed by state law and if deemed a violation of any provision which governs fire safety, zoning or public health or sanitation shall be punished by a penalty of fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense; and each and every day such violation is continued shall be deemed to constitute a separate offense.

SECTION 9. All provisions of any Ordinance of the City of Taylor, Texas, in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 10. 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.

In accordance with Article VIII, Section 1 of the City Charter, Ordinance No. 2012-34 was introduced before the Taylor City Council on the 25th day of October, 2012.

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

____
Don R. 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. _________, 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
November 8, 2012
Agenda Item Transmittal

Agenda Item #: **6**

Agenda Title: Consider introducing Ordinance 2012-35 repealing Ordinance 2011-13 relating to the permitting of fencing in rights of way.

Council Action to be taken: Introduction of Ordinance 2012-35.

Initiating Department: **Planning and Development.**

Staff Contact: **Bob van Til, Director.**

1. INTRODUCTION/PURPOSE

On March 2011, the City adopted Ordinance 2011-13. This ordinance relates to permitting fences in rights of way. In essence, it states that no permit is required unless the fence is built in a right of way. The City does not allow fences to be built in rights of way and we would not issue a permit for a fence in the right of way.

At the same time, the City adopted Ordinance 2011-4 which regulates fence heights.

The purpose of this item is to repeal Ordinance 2011-13. This repeal will clarify the City's requirements relating to the permitting of fences.

2. DESCRIPTION/ JUSTIFICATION

When Ordinances 2011-4 and 2011-13 were written, the goal was to limit the height of fences and to ensure that they were not built in rights of way.

In the International Building Code, fences that are six feet and less are exempt from obtaining a permit. Ordinance 2011-4 amended the building code to ensure that no fences can be taller than eight feet behind the main structure, and no taller than four feet in the front of the main structure (in the front yard, in other words). To ensure that these regulations are met the City requires a permit application and a permit fee to cover the cost of review and inspection ($35.00).

Ordinance 2011-13, however, was written to ensure that fences were not built in rights of way. This ordinance stipulates that a permit is not required unless the fence is built in the rights of way, which is in direct conflict with Ordinance 2011-4. Ordinance 2011-13 is not needed because fences are not permitted in rights of way (the only items allowed in rights of way are public utilities and public infrastructure; no private improvements, in other words) and causes confusion with regard to the need for a fence permit.

At the time Ordinance 2011-13 was approved our objective was to regulate fences that were adjacent to or touching a right of way. The end result at the time made sense and we recommended that the Council approve it. However, after some time of enforcing the ordinance the conflict between the two ordinances needed to be addressed (specifically relating to the need for a permit).

So, based on hind sight, Ordinance 2011-13 should be repealed. This was an error that I made in creating the regulations pertaining to fences and should not in retrospect have been adopted.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends that Council introduce Ordinance 2012-35

6. REFERENCE FILES

6a. Ordinance 2012-35 – repealing Ordinance 2011-13
6b. Ordinance 2011-13 – fencing in ROW
6c. Ordinance 2011-4 – fence heights

ORDINANCE NO. 2012-35

ORDINANCE REPEALING ORDINANCE 2011-13; PROVIDING A SAVINGS CLAUSE

WHEREAS, The City Council adopted Ordinance No. 2011-13 March 24, 2011; and

WHEREAS, Ordinance 2011-13 has been determined to be unnecessary; and

WHEREAS, Ordinance 2011-13 should be repealed.

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

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

SECTION 2. Ordinance 2011-13 is repealed.

SECTION 3. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to by invalid or unconstitutional; and the City Council of the City of Taylor, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

In accordance with Article VIII, Section 1 of the City Charter, Ordinance No. 2012-35 was introduced before the Taylor City Council on the day of November, 2012.

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

____

Don R. 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. __________, 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

ORDINANCE NO. 2011-13

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ORDINANCE 2006-16 ADOPTING VARIOUS CODES INCLUDING THE INTERNATIONAL BUILDING CODE AND THE INTERNATIONAL RESIDENTIAL CODE; DELETING A PERMIT REQUIREMENT FOR ALL FENCES WITHIN THE CITY OF TAYLOR EXCEPT FOR ANY FENCE LOCATED WITHIN A RIGHT OF WAY OR EASEMENT WHICH SHALL REQUIRE A PERMIT PRIOR TO CONSTRUCTION; AMENDING THE REQUIREMENTS IN THE INTERNATIONAL BUILDING CODE AND INTERNATIONAL RESIDENTIAL CODE AS SET FORTH IN ORDINANCE 2006-16 BY DELETING A PERMIT REQUIREMENT FOR FENCES EXCEPT WHEN CONSTRUCTED IN A RIGHT OF WAY OR EASEMENT; HAVING A SAVINGS CLAUSES.

WHEREAS, the City Council desires to remove the permit requirement for fences except when a fence is constructed in a right of way or easement; and

WHEREAS, the International Building Code and International Residential Code provisions Section 105, Permits, Section 105.2.2 is amended as it applies to the City by removing the permit requirement for fences, except when the fence is constructed in a right of way or easement.

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

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

SECTION 2. The City of Taylor no longer requires a permit for any fence except when the fence is constructed in a right of way or an easement.

SECTION 3. Any fence to be constructed in a right of way or easement shall require a permit prior to construction.

SECTION 4. Sections 105.2.2 of both the International Building Code and the International Residential Code as the provisions apply to the City are amended so that no fence shall require a permit save and except a fence to be constructed in a right of way or easement.

SECTION 5. Ordinance No. 2006-16 as passed, previously amended, and as amended by this Ordinance shall otherwise remain in full force and effect.

SECTION 6. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to by invalid or unconstitutional; and the City Council of the City of Taylor, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

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 10th day of March, 2011.

PASSED, APPROVED and ADOPTED on this the 24th day of March, 2011.

John M. McDonald
John McDonald
Mayor Pro Tem

ATTEST:

Susan Brock
Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

ORDINANCE NO. 2011-4

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ORDINANCE 2001-17, THE TAYLOR ZONING ORDINANCE, BY AMENDING SECTIONS 3.5.2, RESIDENTIAL ACCESSORY USES, AND 3.5.3, COMMERCIAL ACCESSORY USES, AND SECTION 11.1, TERMS DEFINED, IN ORDINANCE 2001-17 TO ALLOW SCREENING DEVICES TO BE ERECTED ON THE FRONT, SIDE OR REAR YARD OR ALONG ANY PROPERTY LINE; AND PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council desires to amend the Taylor Zoning, Ordinance No. 2001-17, to allow screening devises to be installed on property; and

WHEREAS, The Taylor Planning and Zoning Commission recommended approval of the changes set forth in this Ordinance February 8, 2011; and

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. Chapter 3, Zoning Use Regulations, Section 3.5.2, Residential Accessory Uses, and Section 3.5.3, Commercial Accessory Uses, in Ordinance 2001-17 are both amended to add 3.5.2.12 and 3.5.3.9. as Screening Devices:

Sections 3.5.2.12 and 3.5.3.9: Screening Devices

a. Screening Devices may be erected in any required front, side or rear yard, or along any property line. No Screening Device shall exceed eight (8’) feet in height. No Screening Device located in front of the primary structure shall exceed four (4’) feet in height.
b. A building permit shall be required prior to construction when the Screening Device encroaches upon any public right of way or public easement. A permit fee shall be established in a Fee Ordinance adopted by the City.

c. It shall be the responsibility of any person, corporation, or other entity owning or occupying any lot or lots or parcel of land on which a screening device or fence is constructed to (1) adequately maintain the screening device or fence in a safe condition, structurally sound and in a good state of repair; (2) prevent the screening device or fence from becoming dangerous to human life, or to public health or welfare; (3) prevent the screening device or fence from becoming a nuisance to the public or adjoining properties; and (4) prevent the screening device or fence from becoming dilapidated or unsightly.

SECTION 3. Chapter 11, Definitions, Section 11.1, Terms Defined, of Ordinance 2001-17 is amended to insert “Fence - See Screening Device” and to add the following definition of a Screening Device.

Fence – See Screening Device

Screening Device – A barrier or enclosure made of stone, brick, pierced brick or block, wood, or other permanent material of equal character, density, and acceptable design, including but not limited to masonry walls, chain link fences, barbed wire fences, picket fences and privacy fences.

SECTION 4. Ordinance No. 2001-17 as passed, previously amended, and as amended by this Ordinance shall otherwise remain in full force and effect.

SECTION 5. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to by invalid or unconstitutional; and the City Council of the City of Taylor, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

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 _____ day of March, 2011.

PASSED, APPROVED and ADOPTED on this the ____ day of March, 2011.

____
John McDonald
Mayor Pro Tem

ATTEST:

____
Susan Brock, City Clerk

APPROVED AS TO FORM:

____
Ted W. Hejl, City Attorney

City Council Meeting
November 8, 2012
Agenda Item Transmittal

Agenda Item #:	**7**
Agenda Title:	Consider authorizing the City manager to sign contracts with Sledge Engineering, LLC and Rimrock Consulting Company for professional service to update the City's Roadway Impact Fees.
Council Action to be taken:	Consider approval of both contracts
Initiating Department:	**Planning and Development**
Staff Contact:	**Bob van Til, Director**

1. INTRODUCTION/PURPOSE

The legislature in 1987 authorized cities to charge impact fees for water, wastewater, roads, and drainage. Impact Fees are authorized by Chapter 395 of the Local Government Code. Impact fees are designed to assist with offsetting or supplementing the cost, or impact, of new development and growth of our community.

The City has adopted water, wastewater and roadway impact fees. The City adopted Roadway Impact Fees in 2007. It is now time to update the fees since they need to up-dated at least every five years.

The purpose of this item is to consider approving the attached professional services agreements with Sledge Engineering, LLC and Rimrock Consulting Company to update the Roadway Impact Fees.

2. DESCRIPTION/ JUSTIFICATION

The City adopted and has since updated water and wastewater impact fees. This will be the first update to the Roadway Impact Fee.

Generally, these fees are paid by all new development to pay for improvements or expand capacity to our existing infrastructure system (roads, water, and wastewater).

Road way impact fees are based on land use categories and land use equivalents (LUE's). The current roadway impact fees for the major land use categories are:

$480 per LUE for single family residential (LUE=1.0)
$293 per LUE for multi-family (LUE = 0.61)
$831 per LUE for retail and commercial (1,000 sf = 1.73 LUE)
$485 per LUE for Industrial (1,000sf = 1.01 LUE)

Our impact fees have historically been very competitive compared to other cities, especially when the entire scope of local regulatory costs are considered.

The City earned approximately $169,700 since roadway impact fees were adopted.

Two consultants are needed to update the fees. Ms. Fishbeck, with Rimrock Consulting Company, will guide the City through the complex maze of requirements to update the fees, develop the ordinance, as well as create and recommend the fee. Mr. Sledge is needed as the P.E. A P.E. is required by law to create the capital improvements plan on which the fee is based.

The process is expected to take about a year, with public meetings and hearings prior to the final ordinance being adopted. As we have done in the past, we will notify the Austin Homebuilders Association of our intentions and keep them abreast of the recommendations as they become available.

3. FINANCIAL/BUDGET

The Rimrock Consulting contract is for $20,000.

The Sledge Contract is for $9,900.

The funding source is the Roadway Impact Fee fund.

The amounts are line with what we have been charged in the past.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends that the Council authorize the City Manager to execute contracts with Sledge Engineering and Rimrock Consulting Company to update the Roadway Impact Fees.

6. REFERENCE FILES

7a Rimrock contract
7b Rimrock scope of services
7c Sledge Contract

CONTRACT FOR SERVICES

THIS AGREEMENT is entered into this __________ day of ___________, 2012 by and between the City of Taylor, Texas, hereinafter called the "Client", and Rimrock Consulting Company, hereinafter called the "Contractor".

WHEREAS, Client desires to obtain professional consulting services; and

WHEREAS, Contractor is qualified to provide such services, and is willing to undertake such services for Client in exchange for fees hereinafter specified;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties do mutually agree as follows :

ARTICLE I
SCOPE OF SERVICES

The scope of services to be rendered under this Contract is set forth in the " Proposed Scope of Services To Update Roadway Impact Fees, Taylor, Texas", attached to and made a part hereof. Deviations from the attached scope of services may from time to time be requested by Client only by written authorization.

Contractor shall commence work immediately upon execution of the Contract.

The Contractor shall retain a record or copies of all materials developed in the course of performing the work hereunder and said materials will be supplied to Client upon request after expiration or termination of this Contract. Client will reimburse Contractor for actual cost of reproduction of materials requested.

ARTICLE II
COMPENSATION

For and in consideration of the work performed hereunder, Client agrees to compensate Contractor on a monthly basis. On or about the 1st day of each month, Contractor will submit to Client an invoice for services performed by the Contractor during the previous month. Terms of each invoice shall be according to the Standard Rate Schedule included in the attached Scope of Services. Contractor will undertake the scope of services under this Contract on a cost-reimbursable basis, with costs not to exceed the amounts shown in the attached Scope of Services, without prior Client approval. This cost estimate is valid for one year after the date of this contract.

If at any time it becomes evident that the cost estimate provided by Contractor and referenced in the attached scope of services will not be sufficient to complete the authorized work, Contractor will not continue work beyond that estimate until the cost estimate is revised and approved in writing by Client.

ARTICLE III
TERMINATION

Client may terminate this Contract upon written notice to Contractor at least ten (10) days prior to the date of termination. Upon receipt of termination notice, Contractor shall immediately initiate efforts to stop all work in progress. Insofar as possible, all ongoing work elements will be brought to a logical termination point. All finished or unfinished documents, data, studies, surveys, drawings, maps, reports, photographs, etc., prepared by Contractor and all subcontractors will be delivered to Client and shall become the property of Client. Contractor shall be entitled to receive just and equitable compensation for any work completed in accordance with the provisions of this agreement prior to the date of termination.

ARTICLE IV
INDEPENDENT CONTRACTOR

In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely employees of Contractor.

ARTICLE V
INSURANCE

Contractor agrees to furnish, if requested by Client, a certificate reflecting its coverage by public liability insurance for bodily injury and property damages in amounts and with carries satisfactory to

Client, and agrees that such coverage shall be maintained during the term of this Contract.

ARTICLE VI
LIABILITY

Contractor agrees to indemnify and hold Client, its directors, employees and agents harmless from each and every claim, suit, judgment or damage to or for injury or death of any person or persons, caused by or arising out of or in connection with any negligent act, error or omission of Contractor under this Contract, except as same may be due to the sole negligence of Client.

ARTICLE VII
TRANSFER OF INTEREST

Neither Client nor Contractor may assign or transfer its individual interests in this Contract without the written consent of the other party. Client and Contractor each binds itself and its successors and assigns to the other party with respect to covenants of this Contract.

ARTICLE VIII
AUDITS AND RECORDS

At any time during normal business hours, and as often as Client may deem necessary, Contractor shall make available to representatives of Client for examination all of its records with respect to all matters covered by this Contract, and will permit representatives of Client to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel conditions of employment and other data relating to all matters covered by this Contract, for a period of three (3) years from the date of final settlement or for such other or longer period, if any, as is required by applicable statute or lawful requirement.

ARTICLE IX
EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, general, sexual orientation or national origin.

ARTICLE X
MAILING ADDRESSES

All notices and communications under this Contract to be mailed or delivered to Client shall be sent to the address of the Client's agent as follows, unless and until Contractor is otherwise notified:

City of Taylor
400 Porter Street
Taylor, TX 76574
(512) 352-3676

Attention: Mr. Bob Van Til

Notices and communications to be mailed or delivered to Contractor shall be sent to the address of Contractor as follows, unless and until Client is otherwise notified :

Rimrock Consulting Company
PO Box 163643
Austin, Texas 78716

Attention: Ms. Mickey Fishbeck, AICP

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

ARTICLE XI
CONTRACT AMENDMENTS

The parties hereto, without invalidating this Contract, may alter or amend this Contract only upon written agreement of the parties.

Executed in two (2) counterparts, each of which is deemed to be an original and as of the day and date first written in this Contract.

Authorized Representative, City of Taylor, Texas

BY: ______________________________ ______________________
Date

Authorized Representative, Rimrock Consulting Co.

BY: ______________________________ ______________________
Mickey Fishbeck, Principal Date

RIMROCK

Consulting Company

PROPOSED SCOPE OF SERVICES TO UPDATE ROADWAY IMPACT FEES

Taylor, Texas

Rimrock Consulting Company
PO Box 163643
Austin, TX 78716
512-442-1435
rimrok@earthlink.net

P12-0012

SCOPE OF PROFESSIONAL SERVICES TO UPDATE ROADWAY IMPACT FEES

Taylor, Texas

Prepared for:

City of Taylor
400 Porter Street
Taylor, TX 76574
(512) 352-3676

Prepared by:

Rimrock Consulting Company
PO Box 163643
Austin, TX 78716
512-442-1435

Contact:
Mickey Fishbeck, AICP
rimrok@earthlink.net

SCOPE OF PROFESSIONAL SERVICES
TO UPDATE ROADWAY
IMPACT FEES

Taylor, Texas

1.0 INTRODUCTION

Rimrock Consulting Company (RCC) is pleased to submit for your review and consideration its proposed scope of professional consulting services to update Roadway Impact Fees or the City of Taylor.

We are committed to providing critical services to the City of Taylor. We recognize the challenges involved with coordinating engineering, legal and utility professionals in the technical aspects of the work, as well as in the necessity for a comprehensive public involvement process to ensure community support for the adopted fees. We look forward to building on earlier Roadway Impact Fee work performed for the City to provide Taylor with a streamlined and effective impact fee program.

2.0 PROPOSED SCOPE OF SERVICES

2.1 SCOPING ACTIVITIES

The Consultant recently met with City officials to define the scope of work for the roadway impact fee update; this proposal represents the requested work plan discussed with the City at that time. This proposal assumes a streamlined process for developing the fee schedule. However, various aspects of fee development are unknowable; thus, if the public process results in an additional need for coordination or study products not anticipated during the initial scoping process, the Consultant will perform the additional work requested by the City on a time-and-materials cost basis.

Furthermore, although earlier impact fee studies have been performed and earlier work will be utilized to the extent possible, this proposal assumes that the basis of the City's impact fee program is to be fully reviewed and that the Advisory Committee is to be fully briefed on impact fee issues. If a lesser scope becomes necessary, Consultant fees will be adjusted accordingly. Please be advised that the City can recoup its costs through future impact fee revenues.

The Consultant is prepared to begin work immediately upon finalization of the scoping activities and receipt of notice to proceed.

2.2 DEVELOP PLANNING BASIS FOR IMPACT FEES

Rimrock professionals will coordinate closely with City staff to obtain appropriate land use and population information needed by Rimrock and the engineers in the development of impact fees. Because of recent annexations, the City can no longer have a single roadway impact fee service area. State law requires that fees not be charged for facilities more than 6 miles distant from a property, thus requiring service areas not more than six miles in diameter. At our scoping meeting, preliminary thoughts were that Staff and the City's engineer would develop four separate service areas for the new roadway fees.

This proposal assumes that the City=s staff will provide the planning data for the study. In addition, level of service and design criteria will be developed by the City Engineer for consistency with impact fee formulation and with the previous roadway impact fee study. Planning data would be developed for each service area discretely.

Every effort will be made to use existing planning documents; however, if it should be determined that existing planning documents need to be significantly adjusted or supplemented, the Consultant will do so with prior City approval on an additional time-and-materials basis, with appropriate adjustments to the study schedule.

2.3 DEVELOP CIP BASIS FOR IMPACT FEES

Impact fees, by law, are developed for a ten-year planning period. Based on our scoping meeting, the study period will be a new ten-year period spanning from 2013 to 2022. (This will mean that the current impact fee study will be imposed for properties platted between April, 2007 when the current program was adopted, and the point at which a new impact fee program is adopted. That is, the current impact fee program will be replaced before its entire ten-year enactment period is complete.)

Rimrock personnel will coordinate with the City's engineer to provide guidance in the development of CIP documents required by the study. Using the facility inventory/CIP provided by the City's engineer, RCC will compare the projected capacity demands to available excess capacity to identify future needs for new land uses. Costs may include both existing facilities (to the extent that they are used for new development within the next ten years) and future facilities. The proposed completed CIP will be reviewed with Staff and the Advisory Committee prior to fee calculation.

2.4 FEE CALCULATIONS

The Consultant will prepare calculations of the maximum allowable impact fees based upon planning, level of service standards, facility inventory and future CIP data. It is anticipated that maximum allowable fees will include a 50% reduction from full capital costs, as required either by Chapter 395.

With guidance from the Advisory Committee and Staff, the Consultant will also consider, if appropriate, various policy issues which could effect the level of the fee, such as desired cost recovery level, potential impacts on affordable housing or industrial siting, or other policy concern. Recommendations will be prepared regarding the maximum allowable amount of each fee and implementation of any policy which deviates from maximum fee collection.

2.5 COORDINATION ACTIVITIES/ADVISORY COMMITTEE SUPPORT

Rimrock will provide the City a report documenting the fee development process for roadways, which can be distributed to the Advisory Committee and City Commission. In addition to the report itself, the

Consultant will also provide educational handouts, agendas for advisory committee meetings, policy decision worksheets, presentations for the public hearing, and other materials to proceed through the public coordination process smoothly.

At our scoping meeting, Staff requesting that the Consultant meet twice with the Capital Improvements Advisory Committee to discuss the impact fee update. Rimrock will make presentations addressing the basic legal requirements of Chapter 395, various policy considerations, and the technical results of the study. Prior to that meeting, Rimrock will provide 25 copies of the Impact Fee update report to the City for distribution to Committee members, City Commissioners and Staff.

2.6 HEARING DOCUMENT PREPARATION AND HEARING TESTIMONY

The impact fee update will require a public hearing. The Consultant will prepare reports and other materials necessary for public hearing and will attend and testify at the hearing, as well as at a second Commission meeting when the ordinance update is adopted. Rimrock will provide the City with the various administrative instruments necessary for successful conduct of the hearing: a resolution calling for the hearing; text for the public notice and instructions for the newspaper to ensure proper notification compliance; preparation of an information packet (in electronic form) for the City's use in responding to public information requests; and recommended ordinance changes to be adopted following the hearing. (Although the Consultant will provide the City with electronic copies of the necessary notification materials, this scope of services assumes that the City will be responsible for timely public notice, the required certified mail notice to interested parties, and distribution of information to the public, with Consultant guidance.)

2.7 FINAL REPORT AND DRAFT ORDINANCE PREPARATION

Subsequent to the public hearing, RCC will revise the study report, if necessary, responsive to any changes arising out of the public process. During the conduct of the Advisory Committee process, RCC will assist City Staff and Attorney in the revision of the City's impact fee ordinance for timely consideration by the City Commission. A draft revised ordinance will be presented to the City electronically, for submission to the City's attorney for review and finalization.

2.8 FEE ADMINISTRATION ASSISTANCE AND PLAN FOR USE OF IMPACT FEE FUNDS FOR DEBT SERVICE

The City may need to adjust its record-keeping procedures to store necessary information for future reference. The Consultant will provide the City with a list of the types data it will need to keep to meet the requirements.

Depending on local circumstances and the level of fees collected, the City may wish to develop a plan for application of collected fees to maximize fee impact on reducing future capital costs and on property taxes. The Consultant will provide the City of Taylor with a recommended multi-year priority approach to expending the impact fee monies that will meet the regulatory requirements of Chapter 395 and maximize the usefulness of these fee proceeds to the City. Rimrock will update the previously provided plan for applying impact fee revenues to various bond issues. This plan will extend for the life of the current bond issues funding roadway CIP projects, and will calculate the maximum amount of revenues from roadway impact fees which may be applied to each debt service payment each year.

2.9 DELIVERABLES

The Consultant will deliver to the City:

- Draft reports of the roadway impact fee update in sufficient number to provide one to each Advisory Committee member, as well as identified Staff, plus a .pdf format report.
- If revisions are required to the impact fee report after public review, revised reports will be provided in .pdf format.
- Two Impact Fee Advisory Committee meetings.
- Testimony at one City Commission hearing
- Attendance at a second City Commission meeting for reading of the ordinance revisions
- Draft ordinance revisions, in electronic format.
- Report from the updated spreadsheet model for application of future impact fee revenues to debt service.
- One meeting with Staff to review the results of the report concerning the application of impact fees to debt service

3.0 ESTIMATED COST

Rimrock proposes to conduct the Staff orientation and road way impact fee updates for a total estimated study cost of $20,000. If the City substantively changes its impact fee approach or significantly changes the facilities included in each service area, additional costs may be incurred and will be billed on a time-and-materials basis. This cost also assumes ready availability of data from the City and/or its other consultants; timely response by City representatives and consultants; and the specific deliverables described in ***Section 2.9***.

This scope of services is proposed on a time-and-materials basis (not to be exceeded without prior Client approval) and according to the terms of the attached Standard Rate Schedule. Billing would be made monthly based on incurred labor and nonlabor costs.

We are flexible in both our study scope and cost and wish to assure that the City of Taylor receives a work product "tailored" to its specific needs. Therefore, all pricing and scheduling estimates contained in this proposal are subject to final negotiation with the City.

STANDARD RATE SCHEDULE AND TERMS

Labor: Labor costs for non-litigation work for Ms. Mickey Fishbeck, AICP, are $150 per hour. Labor costs associated with litigation and expert witness testimony are $250 per hour. These hourly costs are subject to change annually in January; in January, 2013, the hourly non-litigation rate will be $160 per hour.

Travel and Subsistence: RCC travel and subsistence expenses are invoiced at actual cost plus 5% handling. Cost for vehicle mileage is computed at the allowable rate for business mileage deduction as defined by the U.S. Internal Revenue Service.

Purchased Services: RCC purchased services are invoiced at actual cost plus 5% handling. Outside purchased services would include, but are not limited to: maps and technical reports, long-distance telephone calls, subcontract services, expendable supplies, and rented or leased equipment. In-house purchased services would include reproduction/copying at 10 cents per copy.

Terms: RCC invoices are submitted monthly to the Client for all services rendered and are payable "Net 30 days" or will be considered late and in default. All Client payments past thirty (30) days from date of invoice will incur a late charge of one and one-half (1-1/2%) percent per month from the original date of the past due invoice. In the event of default by Client, RCC reserves the right to stop work from the posted date of the written "Stop Work" notice to the Client. Client hereby grants to RCC a security interest in all reports or other documents to be furnished by RCC under the contract referencing this Standard Rate Schedule in order to secure payment and performance of Client's obligation under this agreement. RCC may retain possession of any such reports or other documents after default. In the event the contract is referred to an attorney for enforcement or collection or if suit is brought for enforcement or collection, then Client shall pay all costs of enforcement and collection, including but not limited to attorney's fees and court costs incurred by RCC. Client and RCC agree and consent that in the event any action is brought in connection with the contract, venue shall be in Travis County, Texas.

January, 2012

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

OWNER/CLIENT:	CITY OF TAYLOR, TX 400 Porter Street Taylor, TX 76574 (512) 352-3633 (512) 352-8485

This AGREEMENT is entered into by the **City of Taylor**, hereinafter called "OWNER" or "CITY" and **Sledge Engineering, LLC**., hereinafter called "SE". In consideration of the AGREEMENTS herein, the parties agree as follows:

I. **EMPLOYMENT OF SE:** In accordance with the terms of this AGREEMENT: OWNER agrees to employ SE; SE agrees to perform professional services in connection with the Project; OWNER agrees to pay to SE compensation. The Project is described as follows:

A. Thoroughfare Impact Fee Update

II. **SCOPE OF SERVICES / COMPENSATION:** SE shall render professional services in connection with Project as follows. OWNER agrees to pay SE for all professional services rendered under this AGREEMENT in accordance with the following:

A. Thoroughfare Impact Fee Update

1. Update Thoroughfare Plan Impact Fee Rates
   a. Create 10 year CIP
   b. Include all thoroughfares in current city limits
   c. Assist City staff with thoroughfare determination for unclassified streets
   d. Data collection including CAMPO trip data per land use
   e. Determine cost and value of existing thoroughfares
   f. Create cost estimates for each project
   g. Determine capacity of each project
   h. Determine % of each projects that may be charged to impact fee
2. Work with City's Impact Fee consultant to finalize reports

SERVICES NOT INCLUDED:

1. Environmental Assessments
2. Traffic Design or Modeling
3. Easement document preparation

4. Geotechnical engineering
5. Fees of any kind
6. Floodplain analysis
7. Other services not specifically referenced within this agreement.

LUMP SUM COMPENSATION:

A. **Thoroughfare Impact Fee Update________________$9,900**

Progress payments may be requested by SE based on the amount of services completed. Payment for the services of SE shall be due and payable upon receipt.

III. TERMS AND CONDITIONS OF AGREEMENT:

The following Terms and Conditions of Agreement shall govern the relationship between the OWNER and SE.

A. **INFORMATION FURNISHED BY OWNER:** Owner will assist SE by placing at SE's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. SE shall have no liability for defects or negligence in the Services attributable to SE's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner. SE shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to SE that SE may reasonably discover in its review and inspection thereof.

B. **OPINION OF PROBABLE COSTS:** SE will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by SE hereunder will be made on the basis of SE's experience and qualifications and represent SE's judgment as an experienced and qualified professional. It is recognized, however, that SE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining their prices.

C. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, SE will furnish Construction Representation according to the defined scope for these services. SE will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, SE will endeavor to protect Owner against defects and deficiencies in the work of Contractors; SE will report any observed deficiencies to Owner; however, it is understood that SE does not guarantee the Contractor's performance, nor is SE responsible for the supervision of the Contractor's operation and employees. SE shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. SE shall not be responsible for the acts or omissions of any person (except their own employees or agents) at the Project site or otherwise performing any of the work of the Project.

D. **MEDIATION**: Prior to arbitration or litigation, the parties shall endeavor to settle disputes by mediation unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statue of limitations.

E. **TERMINATION:** This Agreement may be terminated with or without cause by either party upon seven days

sledge ENGINEERING LLC

prior written notice to the non-terminating party. If this agreement is terminated during the course of performance of the work, SE shall be paid the reasonable value of the services performed during the period prior to the effective dates of termination of the agreement. If, prior to termination of this agreement, any work designed or specified by SE during any phase of the work is suspended in whole or in part for more than three months or abandoned after written notice from the Owner, SE shall be paid for such services performed to receipt of such notice.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than OWNER and SE, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of OWNER and SE and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between OWNER and SE and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, they have executed this AGREEMENT:

CITY OF TAYLOR (OWNER)	SLEDGE ENGINEERING, LLC (SE)
By:________________	By:________________
Printed Name:____________	Printed Name: Casey B. Sledge
Title: ________________	Title: President
Date: ________________	Date: 10/31/12

sledge ENGINEERING LLC

City Council Meeting
November 8, 2012
Agenda Item Transmittal

Agenda Item #: **8**

Agenda Title: Update on capital improvement projects.

Council Action to be taken: Receive update.

Initiating Department: **City Council**

Staff Contact: **Casey Sledge, Consulting City Engineer**

1. INTRODUCTION/PURPOSE

Council has requested that a regular update on Capital Improvement Projects be conducted in the public forum of council meetings. These presentations will assist in our efforts to keep the council and public informed on the status of ongoing projects.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

8a CIP Report October

Capital Improvement Program

October 2012

MONTHLY REPORT

Vernon St Basketball Court new concrete

sledge ENGINEERING LLC

481 TUCEK ROAD TAYLOR, TX 76574
PH 512.365.1888
FAX 512.365.1962
www.sledge.biz

TO: Mayor and City Council, City of Taylor

FROM: Casey Sledge, P.E., AICP, CFM - Sledge Engineering, LLC

SUBJECT: October 2012 Monthly CIP Report – 10/22/12

The following report is intended to give an update of ongoing CIP Projects. If more information is needed, please contact me anytime.

2nd Street Paving & Drainage	
Designer: Halff Associates	Contractor: FT Woods
Key Dates: Completion= Feb. 2012	Construction Estimate: $17,000,000

- Flexbase being installed in south lanes. 2 courses installed on east end of project.
- Concrete curb and gutter will commence on south side in November
- Asphalt pavement first course planned for south side in phases beginning in November
- After south side concrete and asphalt installation, final pavement course will be installed.
- All lanes expected to be open in February 2013

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2nd Street looking east:
New sidewalk and accessible ramp

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2nd Street looking north:
New sidewalk and pavers

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2nd Street looking east:
Second course flexbase installed in south lanes

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Sloan Street	
Designer: ATKINS	Contractor: Patin Construction
Key Dates: September 2012 Completion	Construction: $1,687,733

- Patin has resumed work
- Demolition of curbs and driveways complete
- Removal of flexbase underway

Recreation Center	
Designer: KAH Architects	Contractor:
Key Dates: Design started Jan 2012	Construction Award:

- Proposals opened 10/11/12
- Council Award on 10/25 Agenda
- Construction to begin if November if Awarded

2011 CDBG Water Mains	
Designer: Sledge Engineering	Contractor:
Key Dates:	Construction Award:

- Design plans complete
- Union Pacific and TxDOT permits approved
- Bid Award planned for November 29

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Holly Springs Drainage	
Designer: Sledge Engineering	Contractor: Smith Contracting
Key Dates: Start in November	Construction Award: $872,400

- Council awarded construction to Smith Contracting of Austin
- Smith Contracting to break ground early November

Annexed Area Fire Hydrants	
Designer: Sledge Engineering	Contractor: SBS Construction
Key Dates: Starts in November	Construction Award: $125,000

- Council Awarded construction to SBS Construction out of La Grange
- SBS to break ground early November
- Adding fire hydrants to recently annexed areas including water systems owned by City of Taylor, Jonah SUD, and Manville WSC

City Council Meeting
November 8, 2012
Agenda Item Transmittal

Agenda Item #: **9**

Agenda Title: Consider awarding proposals for recreation center.

Council Action to be taken: Review proposals and make awards.

Initiating Department: City Administration

Staff Contact: **Jim D. Dunaway, City Manager**

1. INTRODUCTION/PURPOSE

This item was tabled at your last meeting in order for you to review and consider the proposal costs we presented to you. Staff would ask that this item be removed from the table for further discussion and consideration.

2. DESCRIPTION/ JUSTIFICATION

On November 15, 2011, the then sitting City Council received a presentation from Staff regarding the funding options for a recreation center. The minutes from that meeting are attached as Attachment 9a. In short, Staff presented proposed revenue estimates of some **$2,400,000** in undedicated funds remaining from recent combination certificates of obligation (combined meaning that they were issued for several uses, including but not limited to, utilities, streets, parks, etc.) and an estimated amount to be redirected from the TEDC financial participation in the Second Street Project in the amount of **$1,150,000**. (That number actually turned out to be **$1,171,360**) Please be reminded that at the November 15, 2011 meeting, we had no way of knowing what the actual soft and hard costs of construction eventually would turn out to be.

Since tabling this item, Staff has been working diligently on "refining" the costs presented to you at the October 25th Council meeting along with developing a recommendation for total funding.

3. FINANCIAL/BUDGET

Attached as Attachment 9c is a revised budget breakdown for your review.

AVAILABLE REVENUES:

Undedicated CO Funds:	$2,400,000
TEDC Participation in 2nd Street:	1,171,360
Utility Fund for On Site Utilities:	107,936
	$3,679,296

EXPENDITURES:

Soft Costs:	$ 420,237
Owner Costs:	374,500
Large Trades:	2,751,912
Small Trades:	374,229
Recommended Alternates:	122,761
	$4,043,639

REVENUE SHORTFALL: **$ 364,343***

(* - Includes Alternates 3,4,7,8,9,11,15 & 16)

Attachment 9b represents the initial budget breakdown of costs.
Attachment 9c represents the revised budget breakdown of costs.

POSSIBLE SOURCES FOR FUNDING REVENUE SHORTFALL:

Unrestricted General Fund Reserves
(Projected to be some $3.6 million this fiscal year)

Undedicated C.O. Funds from the Second Street Project
(Projected to be about $500 thousand – see Attachment 9d)

4. TIMELINE CONSIDERATIONS

The original sealed proposals received on October 11th are guaranteed for sixty (60) calendar days.

5. RECOMMENDATION

I would recommend, in accordance with the revised *Recreation Center Award Budget*, that the Council award all of the Owner's Costs as presented, all of the Large Trades as presented, all of the Small Trades as presented and Alternates 3,4,7,8,9,11,15 & 16 as presented in the amount of $3,623,402. This combined with the Soft Costs in the amount of $420,237, brings the total project costs to **$4,043,639**. I would also recommend that the Council cover the revenue shortage, in the amount of **$364,343,** by taking funds from the General Fund Reserves.

I would also ask that you allow Staff (or a Councilmember) to solicit funding for the remainder of the alternates.

6. REFERENCE FILES

9a. November 15, 2011 Minutes
9b.Recreation Center Award Budget – Original
9c. Recreation Center Award Budget – Revised
9d. Second Street Costs for Side Streets

The City Council of the City of Taylor met on November 15, 2011, at City Hall, 400 Porter St., Taylor, Texas. Mayor Hill declared a quorum and called the special meeting to order at 7:30 p.m. with the following present:

Council Member Jesse Ancira	City Manager, Jim D. Dunaway
Council Member Chris Gonzales	Assistant City Manager, Jeff Straub
Council Member John McDonald	City Attorney, Ted Hejl
Council Member Chris Osborn	City Clerk, Susan Brock

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

1. RECEIVE STAFF PRESENTATION AND CONSIDER OPTIONS FOR FUNDING A MUNICIPAL RECREATION CENTER.
   Mayor Hill provided a brief review of the process and asked Mr. Dunaway to provide an update. The possible financial options presented by Mr. Dunaway included the redirecting of funds still remaining from previous capital improvement projects. He presented a balance in these funds of approximately $2.4 million. These funds combined with an additional $1.15 million from outside sources, including the Taylor Economic Development Corporation (TEDC), would bring the current amount available for a center to $3.55 million.

   Mr. Casey Sledge reported that at least ten sites were selected for possible consideration for the building site and the county owned land at the Taylor Regional Park ranked highest based on a variety of factors.

   Mr. Jeff Straub, Assistant City Manager, presented a proposed agreement with the YMCA to operate the new facility. The initial proposal includes a payment of approximately $26,000 a year to the city in rental fees or in kind services and programs provided by the YMCA.

   Mayor Hill welcomed public comment from the following individuals: Jose Orta, Ed Komandosky, Joe Naizer, James Marek, Leland Enochs, David Gonzales, Keith Hagler, Christine Lopez and Jason Ford, and Mark Thompson.

   Mr. Jason Ford, President of the TEDC, stated his organization is committed to providing up to $1.2 million in financial assistance to the city for utility construction on the 2nd Street project which should free up city funds for other projects, including the recreation center. He said the TEDC Board is seeking the best financial option to securing these funds and should have a formal response to Council by the end of the year.

   Mayor Hill asked for comment from each Council Member. Council Member Osborn noted that the TEDC contribution is critical to the plan and that he is still interested in seeking a downtown location for the facility. He also expressed his desire to continue seeking the funds necessary to fix the streets.

   Council Member Ancira requested further clarification on the ability of the city to redirect these funds as presented and requested any opinions from bond counsel be in writing. He emphasized the need to move forward with this project and to help change the perception of Taylor with this type of positive investment in the community. He also requested that the Parks and Recreation Advisory Board be asked to participate in the development of future programming with the YMCA.

Council Member McDonald also expressed his desire to move the community forward. Mayor Pro Tem Gonzales expressed his appreciation for the efforts made to secure funding for the recreation center but would prefer to see at least a portion of this money used for street repair.

Mayor Hill stated that he thought the funding of such a project without raising taxes was a definite step in the right direction. He would like to continue to seek additional partnerships to assist in the costs of the operation of the facility.

With no further discussion or comment Council Member McDonald moved to have staff proceed forward with the financing and construction of the recreation, teen, community center at the Taylor Regional Park on county donated land as recommended in the council approved Parks Master Plan and to authorize the City Manager to submit a Letter of Intent to the YMCA to operate the facility in Taylor in the most cost efficient manner for the benefit of the entire community. Council Member Ancira seconded the motion. Council Member Osborn requested an amendment to the motion to include the option of building the facility downtown. Council Member Osborn's motion died for the lack of a second. VOTE: Four voted AYE. One NO (Council Member Gonzales). Motion passed.

ADJOURN

With no further business; Mayor Hill adjourned the meeting at 9:20 p.m.

Don Hill

Don Hill, Mayor

ATTEST:

Susan Brock

Susan Brock, City Clerk

I N F O		
	Recreation Center	
	Project #:	
	Owner:	City of Taylor
	Description:	New Indoor Recreation Center
	Location:	TRP&SC
	Funding:	
	Design Team:	KA Hickman Architects

Key Dates:

	BUDGET:	**SE Preliminary Budget**		**COT BUDGET**	**Vendor**
SOFT COSTS	SE PM Fees			$ 86,000	Sledge Engineering, LLC
	ARCHITECT Design Fees	7.7%		$ 286,375	KA Hickman
	Surveying / Staking			$ 16,805	Inland Geodetics
	Geotech Report			$ 4,100	Alliance Geotechnical
	ADA Review/ Inspection Firm			$ 4,000	Code Solutions
	9.60%	TOTAL Soft COSTS:	$ 397,280.00		
OWNER COSTS	Utility Costs during construction			$ 8,000	ONCOR, ATMOS
	Builders Risk Insurance			$ 2,957	TML
	ATMOS Gas Off site costs			$ 8,000	ATMOS
	ONCOR Off Site costs			$ 10,000	ONCOR
	Printing			$ 2,000	
	Trash / Haul Off			$ 9,000	IESI
	SWPPP Plan, permiting			$ 3,000	tbd
	Spaw Glass CMA FEE Pre Con			$ 8,500	Spaw Glass
	Spaw Glass CMA FEE			$ 267,000	Spaw Glass
	Temporary Fencing			$ 24,000	
	Off Premise Sign			$ 15,000	
	Materials Testing			$ 15,000	Alliance Geotechnical
	CONTINGENCY	0.7%		**$ 25,000**	
	9.6%	TOTAL Owner COSTS:	$ 397,457.00		
Large TRADES	**Metal Building Systems**			$ 520,712	Gray & Becker
	Earthwork			$ 452,500	Champion Site
	Concrete			$ 340,723	AMT
	Swimming Pool			$ 226,380	Atlantis Pools
	Electrical			$ 325,000	Colvin Electrical
	HVAC			$ 229,878	5F
	Masonry			$ 140,055	R&R Masonry
	Utilities			$ 107,936	Kinney's Commercial
	Plumbing			$ 123,700	MJ Mechanical
	Glazing (windows)			$ 75,760	Austin Glass
	Drywall			$ 86,700	4MC
	Painting / Coating			$ 75,119	Hagler &Kerr
	Fire Sprinkler System			$ 47,449	Standard Automatic
	66.5%	TOTAL Large TRADES:	$ 2,751,912.00		
Small TRADES	Scaffolding, Cleanup, blocking			$ 35,000	
	Finish Carpentry			$ 22,000	
	Joint Sealants			$ 23,000	
	Door Hardware			$ 39,000	
	Louvers			$ 8,000	
	Tile			$ 15,000	
	Wood Flooring			$ 30,000	
	Rubber Flooring			$ 20,000	
	Carpet			$ 14,000	
	Interior Signage			$ 10,000	
	Lockers, Accessories			$ 23,000	
	Fire Extinguishers, Hardware			$ 7,500	
	Flag Poles			$ 2,600	
	ADA Pool Lift			$ 5,000	
	Data / Telecom			$ 18,000	
	Security System			$ 9,000	
	Termite Treatment			$ 4,000	
	SWPPP Maintenance			$ 11,500	
	Striping			$ 10,500	
	Mechanical Yard Fence			$ 25,000	
	Landscape / Irrigation			$ 40,000	

	9.0%	TOTAL Small TRADES:	$ 372,100		
ALTERNATES	Alternate #1	GYMNASIUM	957,342		
	Alternate #2	GYM WINDOWS	7,344		
	Alternate #3	5 OVERHEAD DOORS	37,719	$37,719.00	
	Alternate #4	SPA	39,420	$39,420.00	
	Alternate #5	POOL ADD LENGTH	19,872	$19,872.00	
	Alternate #6	RUBBER FLOORING	22,129	$22,129.00	
	Alternate #7	VCT FLOORING	9,922	$9,922.00	
	Alternate #8	TILE LOCKER ROOMS	15,160	$15,160.00	
	Alternate #9	TONGUE/GROOVE PORCH	12,960		
	Alternate #10	n/a		$0.00	
	Alternate #11	CONSTR ACCESS ROAD	14,580	$14,580.00	
	Alternate #12	n/a		$0.00	
	Alternate #13	n/a		$0.00	
	Alternate #14	CONC WALK	7,776		
	Alternate #15	CONC DUMPSTER PAD	20,000	$20,000.00	
	Alternate #16	ALT PVMT SECTION 12/2.5	(27,000)	($27,000.00)	
	Alternate #17	GRAB ROPE & FLOATS	32,616	$32,616.00	
	Alternate #18	FROG SLIDE	25,272	$25,272.00	
	Alternate #19	POOL CLIMBING WALL	19,656		
	Alternate #20	WATER SPRAYERS	11,934	$11,934.00	
	Alternate #21	WATER DUMPS	14,105		
		ALT TOTALS	*$ 1,240,807*		
	5.4%	TOTAL Selected Alternates:	$221,624.00		
		TOTAL HARD COSTS:	$ 3,743,093.00		
		TOTAL PROJECT COSTS:		**$ 4,140,373**	
		PROJECT FUNDING:	*Council*	$ 3,539,250.00	
			Utility Funds	$ 107,936.00	
				$ -	
		TOTAL FUNDING:		**$ 3,647,186.00**	
		Balance 1:		**$ (493,187)**	w/ selected Alts
		Balance 2:		$ (271,563.00)	w/ no Alts

Recreation Center

INFO		
Project #:		
Owner:	City of Taylor	
Description:	New Indoor Recreation Center	
Location:	TRP&SC	
Funding:		**Key Dates:**
Design Team:	KA Hickman Architects	

	BUDGET:	**SE Preliminary Budget**		**COT BUDGET**	**Vendor**
SOFT COSTS	SE PM Fees			$ 86,000	Sledge Engineering, LLC
	ARCHITECT Design Fees	7.9%		$ 286,375	KA Hickman
	Surveying / Staking			$ 16,805	Inland Geodetics
	Geotech Report			$ 4,100	Alliance Geotechnical
	Builders Risk Insurance			$ 2,957	TML
	Printing			$ 2,000	
	SWPPP Plan, permiting			$ 3,000	tbd
	Materials Testing			$ 15,000	Alliance Geotechnical
	ADA Review/ Inspection Firm			$ 4,000	Code Solutions
	10.39%	TOTAL Soft COSTS:	$ 420,237.00		
OWNER COSTS	Utility Costs during construction			$ 8,000	ONCOR, ATMOS
	ATMOS Gas Off site costs			$ 8,000	ATMOS
	ONCOR Off Site costs			$ 10,000	ONCOR
	Trash / Haul Off			$ 9,000	IESI
	Spaw Glass CMA FEE Pre Con			$ 8,500	Spaw Glass
	Spaw Glass CMA FEE			$ 267,000	Spaw Glass
	Temporary Fencing			$ 24,000	
	Off Premise Sign			$ 15,000	
	CONTINGENCY	0.7%		**$ 25,000**	
	9.3%	TOTAL Owner COSTS:	$ 374,500.00		
Large TRADES	**Metal Building Systems**			$ 520,712	Gray & Becker
	Earthwork			$ 452,500	Champion Site
	Concrete			$ 340,723	AMT
	Swimming Pool			$ 226,380	Atlantis Pools
	Electrical			$ 325,000	Colvin Electrical
	HVAC			$ 229,878	5F
	Masonry			$ 140,055	R&R Masonry
	Utilities			$ 107,936	Kinney's Commercial
	Plumbing			$ 123,700	MJ Mechanical
	Glazing (windows)			$ 75,760	Austin Glass
	Drywall			$ 86,700	4MC
	Painting / Coating			$ 75,119	Hagler &Kerr
	Fire Sprinkler System			$ 47,449	Standard Automatic
	68.1%	TOTAL Large TRADES:	$ 2,751,912.00		
Small TRADES	Scaffolding, Cleanup, blocking			$ 35,000	
	Finish Carpentry			$ 22,000	
	Joint Sealants			$ 23,000	
	Door Hardware			$ 39,000	
	Louvers			$ 8,000	
	Tile			$ 15,000	
	Wood Flooring			$ 30,000	
	Rubber Flooring	**Prev. was Alt. #6**	~~$ 20,000~~	$ 22,129	
	Carpet			$ 14,000	
	Interior Signage			$ 10,000	
	Lockers, Accessories			$ 23,000	
	Fire Extinguishers, Hardware			$ 7,500	
	Flag Poles			$ 2,600	
	ADA Pool Lift			$ 5,000	
	Data / Telecom			$ 18,000	
	Security System			$ 9,000	
	Termite Treatment			$ 4,000	
	SWPPP Maintenance			$ 11,500	
	Striping			$ 10,500	
	Mechanical Yard Fence			$ 25,000	
	Landscape / Irrigation			$ 40,000	

	9.3%	TOTAL Small TRADES:	$ 374,229		
ALTERNATES	Alternate #1	GYMNASIUM	957,342		
	Alternate #2	GYM WINDOWS	7,344		
	Alternate #3	5 OVERHEAD DOORS	37,719	$37,719.00	
	Alternate #4	SPA	39,420	$39,420.00	
	Alternate #5	POOL ADD LENGTH	19,872		
	Alternate #6	RUBBER FLOORING	22,129	Moved to Small Trades	
	Alternate #7	VCT FLOORING	9,922	$9,922.00	
	Alternate #8	TILE LOCKER ROOMS	15,160	$15,160.00	
	Alternate #9	TONGUE/GROOVE PORCH	12,960	$12,960.00	
	Alternate #10	n/a			
	Alternate #11	CONSTR ACCESS ROAD	14,580	$14,580.00	
	Alternate #12	n/a			
	Alternate #13	n/a			
	Alternate #14	CONC WALK	7,776		
	Alternate #15	CONC DUMPSTER PAD	20,000	$20,000.00	
	Alternate #16	ALT PVMT SECTION 12/2.5	(27,000)	($27,000.00)	
	Alternate #17	GRAB ROPE & FLOATS	32,616		
	Alternate #18	FROG SLIDE	25,272		
	Alternate #19	POOL CLIMBING WALL	19,656		
	Alternate #20	WATER SPRAYERS	11,934		
	Alternate #21	WATER DUMPS	14,105		
		ALT TOTALS	*$ 1,240,807*		
	3.0%	TOTAL Selected Alternates:	$122,761.00		
		TOTAL HARD COSTS:	$ 3,623,402.00		
		TOTAL PROJECT COSTS:		**$ 4,043,639**	
		PROJECT FUNDING:	*Council*	$ 3,571,360.00	
			Utility Funds	$ 107,936.00	
				$ -	
		TOTAL FUNDING:		**$ 3,679,296.00**	
		Balance 1:		**$ (364,343)**	w/ selected Alts
		Balance 2:		$ (241,582.00)	w/ no Alts

From: Casey Sledge [casey@sledge.biz]
Sent: Monday, October 29, 2012 9:40 AM
To: Jim Dunaway
Subject: Fwd: RE: 2nd St cost to do side streets

Jim:

See below; we will process a formal Changer Order ASAP; includes new curb and gutter on Victoria. Also, does NOT include our credit for the planned utility patch.

-Casey

-------- Original Message --------
Subject: RE: 2nd St cost to do side streets
Date: Thu, 25 Oct 2012 16:41:33 -0500
From: Mike Chaney <MChaney@ftwoods.com>
To: Casey Sledge <casey@sledge.biz>

Okay, here is the breakdown by street of the cost to restore the side streets indicated below:

Talbot - $90,253
Victoria - $108,304
Vance - $63,178
Sloan - $97,474
Total - $359,209

This includes 10" of flex base & 2" of Ty C HMAC paving and only accounts for one mobilization for our forces and our paving subcontractor. Prices are good for 30 days. Each additional mobilization for our dirt crew is $4500 and the mobilization for the paving subcontractor is $5,000. I have not gone to the other major paving company in the area to see if we can do better on the paving but will do so upon your direction. I hope this helps.

Best Regards,

Mike Chaney
FTW