

AGENDA

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

OCTOBER 21, 2010, 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.)

CONSENT AGENDA

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

1. Minutes for October 12, 2010. (Susan Brock)

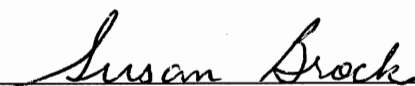
REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

2. Proclamation: Recognize Municipal Courts Week November 1-5, 2010. (Mayor Pro Tem)
3. Conduct Public Hearing for annexation of properties located on the northwest side of Taylor on the east and west side of CR 101 in the vicinity of the future Chandler Road right of way. (John Elsdén)
4. Conduct Public Hearing and consider introducing Ordinance 2010-44 to modify the Zoning Ordinance to allow Small Wind Energy Systems (SWES-Wind Turbines for electrical generation) within certain zoning districts. (John Elsdén)
5. Consider approving an interlocal agreement with the Williamson County Emergency Services District No. 3 for automatic aid assistance for fire protection services. (Chief Ekiss)
6. Consider approving Resolution R10-18 adopting a Council Relations Policy. (Jim Dunaway)
7. Discuss and receive report regarding possible refunding options for previously issued debt including the 1997 Revenue Bonds and the 2002 General Obligation Bonds. (Rosemarie Dennis)

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 October 18, 2010 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.

Posted By: _____


Susan Brock, City Clerk



***City Council Meeting
October 21, 2010
Agenda Item Transmittal***

Agenda Item #: 1
Agenda Title: Minutes for October 12, 2010.
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 12, 2010

The City Council of the City of Taylor met in a special joint meeting with the Taylor Independent School District (TISD) Board on October 12, 2010, at Sirloin Stockade Restaurant on T. H. Johnson Drive, Taylor, Texas. Mayor Pro Tem McDonald and Brad Moss, Chairman of the TISD Board of Directors, declared a quorum and called the meeting to order at 7:15 a.m. with the following City Council members and City Staff present:

Council Member Chris Gonzales
Council Member Don Hill
Council Member Chris Osborn

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

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

1. DISCUSS FINANCIAL PARTICIPATION IN AN INDOOR AQUATIC CENTER AT THE YMCA.

Jeff Andresen, President, YMCA of Greater Williamson County, presented a proposal for the city and school district to consider a financial partnership with the YMCA with regards to their planned facility expansion. Mr. Andresen provided information about a proposed \$2.2 million new facility to be built on property donated by the Williamson County Parks Foundation near the Taylor Regional Park and Sports Complex. His request was for financial assistance in adding an indoor pool to the facility to enhance the programs already being offered and to attract new members. The financial commitment from partners was as yet undetermined but could be approximately \$1 million. Commissioner Morrison was present to offer his support for the project.

8. UPDATE ON EAST WILLIAMSON COUNTY HIGHER EDUCATION CENTER.

(This item was taken out of order to accommodate Mr. Martinez's schedule.) Thomas Martinez, President, Taylor Chamber of Commerce, provided an update on current plans regarding the East Williamson County Higher Education Center (EWCHEC). He stated that the Taylor partners were continuing to work towards developing a plan in the event the Hutto voters do not approve the bond in May.

2. UPDATE ON CAPITAL IMPROVEMENT PROJECTS.

Casey Sledge, consulting city engineer, provided an update on current and recently completed capital improvement projects including the water towers, infrastructure to the new high school, and the second street rehabilitation project. He reported that the water line to the new high school is complete and active. It was noted that these infrastructure improvements are estimated to be about \$3 million with additional improvements for wastewater still underway.

3. THE MUNICIPAL DRAINAGE UTILITY SYSTEM (MDUS).

Mr. Dunaway gave a brief overview of the process the city went through to establish a drainage fee and stated the council took action to set a rate of \$1 per Equitable Residential Unit, or 2500 square feet for each residential unit, and a \$1 rate per 2500 square feet of impervious cover for non-residential properties. The rate goes into effect January 1, 2011.

4. PLANNED ANNEXATIONS FOR THE CITY.

Mr. Dunaway presented an overview of the first annexation in 2010 and the one currently

underway to include Chandler Road on the northwest side of the current city limits.

5. DISCUSS TRAFFIC ISSUES REGARDING AREAS AROUND SCHOOL CAMPUSES.

Mr. Dunaway expressed his concern for increased traffic problems around the Naomi Pasemann and T. H. Johnson Elementary Schools. He urged staff from both entities to develop a traffic plan for these areas and to seek a long term solution to the existing problems.

6. UPDATE ON TISD SUPERINTENDENT SEARCH.

Brad Moss provided a calendar time line regarding the superintendent search process. He reported they anticipate between thirty and forty-five applications will be received before the October 27th deadline.

7. UPDATE ON NEW HIGH SCHOOL CONSTRUCTION

Mr. Sledge provided a brief overview of the status of the construction on the new high school and stated that the project is “under budget and ahead of schedule”. Mr. Dunaway asked if there was a plan to allow public use of the lighted tennis courts. Mr. Moss said this issue has been under discussion and no decision has been made at this point.

9. ANNOUNCEMENTS.

Neither entity provided any announcements.

ADJOURN

No action was taken on any item and Mayor Pro Tem McDonald adjourned the meeting at 8:20 a.m.

John McDonald, Mayor Pro Tem

ATTEST:

Susan Brock, City Clerk



***City Council Meeting
October 21, 2010
Agenda Item Transmittal***

Agenda Item #: 2

Agenda Title: Proclamation: Municipal Courts Week, Nov. 1-5, 2010

Council Action to be taken: Mayor Pro Tem to present proclamation; Judge Randall Pick and Associate Judge Dolores Chavana will accept on behalf of their department.

Initiating Department: Finance Department

Staff Contact: Rosemarie Dennis, Director

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 1-5, 2010.

5. RECOMMENDATION

Present proclamation.

6. REFERENCE FILES

2a Proclamation

PROCLAMATION

Municipal Court Week November 1-5, 2010

Whereas, the Municipal Court of Taylor has existed since 1914; and

Whereas, Municipal Judges and court personnel have pledged to be impartial, rendering equal service to all, and conform to the standards set by the Canons of Judicial Conduct; and

Whereas, the Municipal Court serves as the local justice center for the enforcement of local ordinances that protect the peace and dignity of our community; and

Now, therefore, I, John McDonald, Mayor Pro Tem of the City of Taylor, do hereby proclaim the week of November 1-5, 2010, as

Municipal Court Week

and extend our appreciation to the City of Taylor Municipal Judges and court support personnel for the services they perform.

Dated this, the 21st day of October, 2010.

John McDonald, Mayor Pro Tem



City Council Meeting
October 21, 2010
Agenda Item Transmittal

Agenda Item #: 3

Agenda Title: Conduct Public Hearing for annexation of properties located on the northwest side of Taylor on the east and west side of CR 101 in the vicinity of the future Chandler Road Right of Way

Council Action to be taken: Conduct Public Hearing

Initiating Department(s): Community Development.

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

The purpose of this item is to conduct the first of two Public Hearings for the annexation area described as being northwest of Taylor on the east and west side of CR 101 in the vicinity of the future Chandler Road Right of Way

2. DESCRIPTION/ JUSTIFICATION

Annexation is a critical right of municipalities in order to expand their tax base and provide the services expected of them by its citizens. Physical growth of the City is also a crucial economic development tool. As communities grow in population, cities must also grow in size to maintain a reasonable standard of living. The most obvious is the expansion of the tax base in order to keep pace with the financial demand to provide services.

The area proposed for annexation consists of 51 parcels totaling 854 acres. 752 acres contain an agricultural exemption. The area contains 21 homes and staff estimates that under 60 residents live in the area.

All property owners that have an exemption (agricultural, timber, conservation) were mailed a Development Agreement allowing them to opt-out of the annexation for up to 15 years by agreeing not to develop their property. An exception to the development requirement relates to agricultural development, such as a shed or barn, etc.

Development Agreements were mailed on September 20, 2010 and are due no later than October 20, 2010.

Annexation law limits the City to annex no more than ten percent per year or 30 percent of its land area if the City has not annexed in the past three years. The City's current size is 11,410 acres. This annexation along with the other completed this year are under the 10% per year maximum that a City is allowed to annex annually per state requirements.

The annexation process will include two public hearings. In preparation of the public hearings, notices were sent to property owners being annexed, along with newspaper legals, web announcements, service providers, emergency medical providers, and the school districts. The second public hearing will be held on November 4, 2010.

In order to annex the area, the City has prepared a Service Plan, which outlines how the City will provide services to the newly annexed area. These services include police and fire protection, solid waste pick-up, water, wastewater, fire protection, etc. The Service Plan is attached.

3. FINANCIAL/BUDGET

Not applicable at this time.

4. TIMELINE CONSIDERATIONS

Please refer to the attached annexation schedule.

5. RECOMMENDATION

Staff recommends that the Council conduct the public hearing at this meeting.

6. REFERENCE FILES

- 3a Annexation Service Plan
- 3b Annexation Steps and Schedule
- 3c Annexation property data
- 3d Annexation area map

City of Taylor

Annexation Service Plan

October 1, 2010

The following is a plan of how City services will be provided to proposed annexation areas, located adjacent to the present City limits. The services will be provided to the area according to the following plan upon annexation.

FIRE

Fire suppression will be available to the area upon annexation. Adequate fire suppression activities can be provided to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Taylor Fire Department as needed.

POLICE

Upon annexation, the City of Taylor Police Department will extend regular and routine patrols to the annexed area. Implementation of police patrol activities can be accommodated within the current budget and staff appropriation.

EMERGENCY MEDICAL SERVICES

Emergency Medical Services will be provided by Williamson County EMS and the City of Taylor Fire Department as needed in accordance with City policies and state laws.

BUILDING INSPECTION

Building inspection, permit issuance, and code enforcement according to applicable codes and law will be conducted by the City upon annexation.

PLANNING AND ZONING

City development ordinances will apply upon annexation and the City will provide the administrative services pertaining to planning, zoning, development and routine City Code enforcement service by present personnel, equipment and facilities.

PARKS AND RECREATION

Upon annexation, current City parks and recreation facilities will be available to residents of the annexed area.

LIBRARY

Upon annexation, City library use will be available to residents of the annexed area according to rules promulgated by the City for library use.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

The Williamson County and Cities Health District and the City provide enforcement of the City health ordinances and regulations and the enforcement will apply upon annexation.

STREETS AND RIGHTS OF WAY

Maintenance of annexed streets and rights of way, as appropriate, will include emergency maintenance, repairs of hazardous potholes, and measures necessary for traffic flow; routine maintenance presently performed within the City; reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other improvements as needed and determined by the City under City policies; installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need is established by appropriate study and traffic standards and City policy; installation and maintenance of street lighting in accordance with established City policies.

WATER SERVICE AND MAINTENANCE OF WATER FACILITIES

Water service will be provided in accordance with the applicable codes and departmental policy. Inspection of water distribution lines will be provided under the statutes of the State of Texas. Water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City and subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. Water services will be provided to the annexed area at the expense of the developer in accordance with the then current development standards and subdivision regulations of the City.

SANITARY SEWER SERVICE AND MAINTENANCE

Sanitary sewer service will be provided in accordance with applicable codes and departmental policy as development occurs within the annexation area. Sewer service will be provided by the City utility department on the same terms, conditions, and requirements applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations, and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its policies. Sanitary sewer services will be provided to the annexed area at the expense of the

developer thereof in accordance with the then current development standards and subdivision regulation of the City.

SOLID WASTE SERVICES

Solid waste collection and services now provided to the citizens of the City will be provided in accordance with applicable ordinances, policies and laws.

CAPITAL IMPROVEMENTS

No capital improvements are planned for the annexed area but if any are undertaken they will be initiated and substantially completed according to City policies and State law.

OTHER SERVICES

The annexed area will be provided a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of service, infrastructure, and infrastructure maintenance in other parts of the City, with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area and as required by law.

If you have any questions or concerns, please call John Elsdon, City Planner, at 512-365-3863, or email at john.elsden@taylor.tx.gov

Initiate September 9

LGC SECTION	STEP	ACTION	NOTE	SCHEDULE
	1	Council authorizes annexation to proceed	Council Meeting	September 9, 2010
	2	Survey of Land (BTS)	After annexation initiation	September 10, 2010
43.035	3	Mail Development Agreements	After annexation initiation	September 20, 2010
	4	Mail annexation letters to property owners who are not agriculturally exempt	After annexation initiation	September 20, 2010
43.0561	5	Last day to send all notices	Property owners, utilities, Rail Road, etc	September 20, 2010
43.0561	6	Last day to send notice to newspaper for notice #1	Minimum of one day prior to publication	October 5, 2010
43.056	7	Service Plan is available	Plan must be available at first public hearing	October 21, 2010
43.0561	8	#1 Notice is posted on the City's website	Must be posted no more than 20 days and no less than 10 days prior to first public hearing	October 6, 2010
43.0561	9	Send first notice to TISD	Must be sent no more than 20 but no less than 11 days before the PH#1	October 6, 2010
43.0561	10	#1 Notice appears in the newspaper	Must be published no more than 20 days and no less than 10 days prior to public hearing	October 6, 2010
43.0561	11	Last day to send notice to newspaper for notice #2	Minimum of one day prior to publication	October 27, 2010
	12	Deadline to receive Development Agreements	Must be mailed 30 days prior to due date	October 20, 2010
43.0561	13	#2 Notice is posted on the City's website	Must be posted no more than 20 days and no less than 10 days prior to public hearing #2	October 20, 2010
43.0561	14	Send second notice to TISD	Must be sent no more than 20 but no less than 11 days before the PH#2	October 20, 2010
43.0561	15	#2 Notice appears in the newspaper	Must be published no more than 20 days and no less than 10 days prior to public hearing #2	October 20, 2010
	16	Prep TL for public hearing #1		October 13, 2010
43.0561	17	Conduct public hearing #1	Must be a minimum of 30 days from when the notices were sent out. Service plan must be available at this meeting	October 21, 2010
	18	Prep TL for public hearing #2		October 27, 2010
43.0561	19	Conduct public hearing #2 - CC Approves Development Agreements	Must be a minimum of 30 days from when the notices were sent out. Service plan must be available at this meeting	November 4, 2010
43.056	20	Begin Land use Planning	Leads up to rezoning after annexation	December 30, 2010
	21	Write annexation ordinance		November 17, 2010

Initiate September 9

	22	Write TL for introduction of ordinance		November 17, 2010
	23	Introduce ordinance	Must be no more than 40 days or less than 20 days from the first public hearing.	November 23, 2010
	24	Write TL for adoption of ordinance		December 1, 2010
	25	Adopt ordinance	Must a maximum of 90 days from the date the ordinance was introduced.	December 9, 2010
		Approve Development Agreements		December 9, 1900
	26	Complete Future Land Use Planning		March 1, 2011

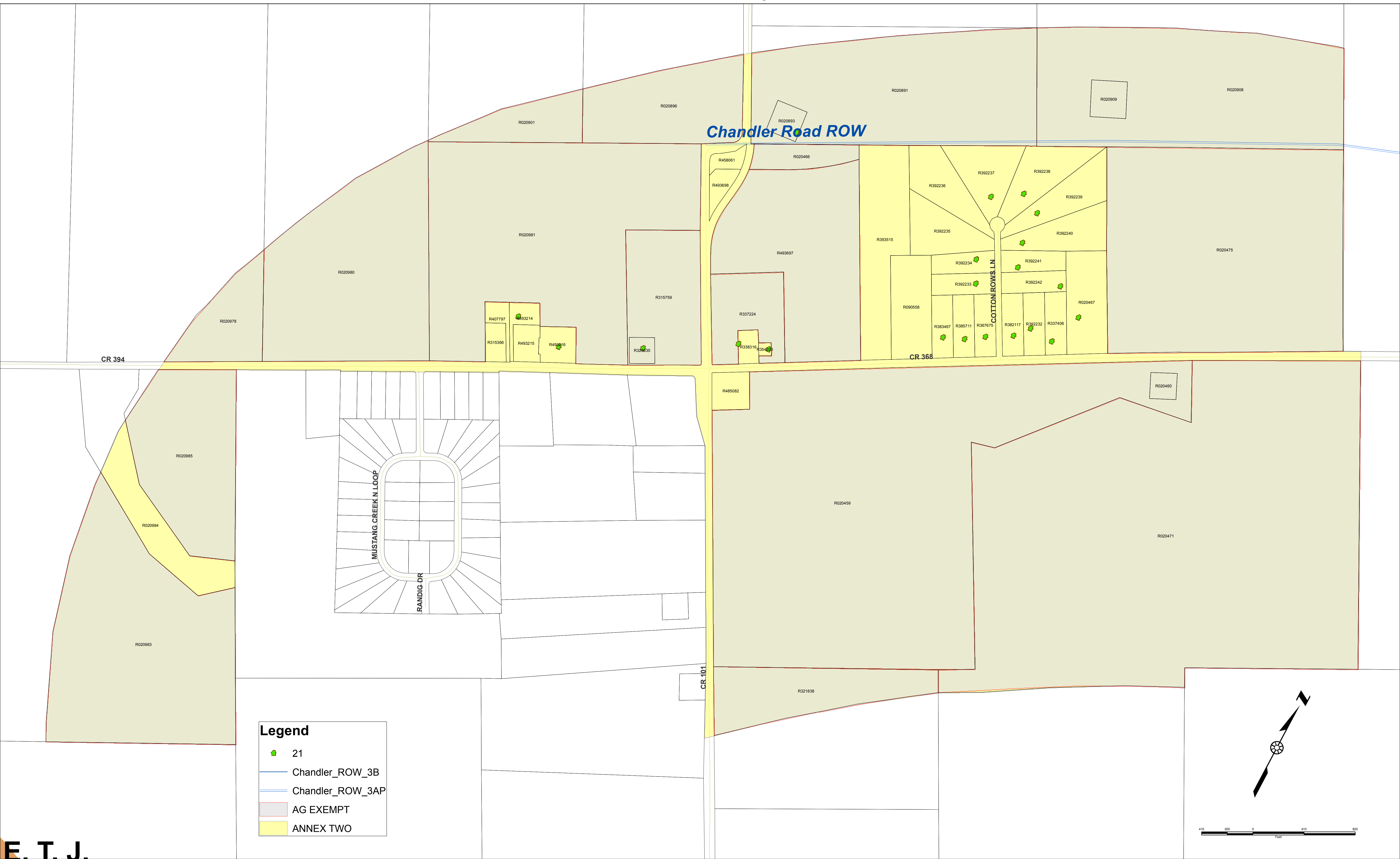
PIN	ACREAGE	SITUS ADDRESS	NAME	ADDRESS	CITY	STATE	ZIP	LEGAL	AG	YEAR	MARKET	ASSESSED
R020896	17.13	CR 101 HUTTO	ROZNOVAK, JERRY W	3051 CR 101	HUTTO	TX	78634	S PALMER SU	AG	2010	\$676,350	\$38,200
R020459	131.8	700 CR 368 TAYLOR, TX	DORIS FUCHS et al	904 RED BUD LN	ROUND RO	TX	78664	J C EAVES SUR	AG	2010	\$559,419	\$52,578
R020460	1	700 CR 368 TAYLOR, TX	DORIS FUCHS et al	904 RED BUD LN	ROUND RO	TX	78664	J C EAVES SURVEY		2010	\$59,646	\$59,646
R020466	3.329	3275 CR 368 HUTTO, TX	DONHAM P FRAZIER	201 BLUFFVIEW I	WIMBERLY	TX	78676	J C EAVES SUR	AG	2010	\$58,697	\$1,488
R020467	6.23	455 CR 368 HUTTO, TX	JEFFERY D KYLE	455 CR 368	TAYLOR	TX	76574	J C EAVES SURVEY		2010	\$251,429	\$251,429
R020471	162.86	CR 368 HUTTO, TX	TERRELL TIMMERMAN	P O BOX 4784	AUSTIN	TX	78765	J C EAVES SUR	AG	2010	\$912,611	\$177,350
R020475	71.02	703 CR 368 TAYLOR, TX	J A WOLBRUECK	703 CR 368	TAYLOR	TX	76574	J C EAVES SUR	AG	2010	\$532,500	\$37,946
R020891	43.73	3201 CR 101 HUTTO, TX	CHARLOTTE LYN DAVIS	11020 LAKE WHI'	TEMPLE	TX	76502	S PALMER SUI	AG	2010	\$291,000	\$21,680
R020893	1.5	3201 CR 101 HUTTO, TX	CHARLOTTE LYN DAVIS	11020 LAKE WHI'	TEMPLE	TX	76502	S PALMER SURVEY		2010	\$68,276	\$68,276
R020901	7.18	3051 CR 101 HUTTO	ROZNOVAK, JERRY WAYNE	3051 CR 101	HUTTO	TX	78634	S PALMER SI	AG	2010	\$926,250	\$53,517
R020908	52.26	703 CR 368 TAYLOR, TX	J A WOLBRUECK	703 CR 368	TAYLOR	TX	76574	S PALMER SUI	AG	2010	\$1,425,000	\$84,930
R020909	2	703 CR 368 TAYLOR, TX	J A WOLBRUECK	703 CR 368	TAYLOR	TX	76574	S PALMER SURVEY		2010	\$130,377	\$130,377
R020978	9.00	1151 CR 394 HUTTO	GUADALUPE SANCHEZ	1161 CR 394	HUTTO	TX	78634	J THOMAS SI	AG	2010	\$1,896,394	\$354,721
R020980	42.07	CR 394 HUTTO	BOHAC, DIANE TRUSTEE et al	1151 CR 337	GRANGER	TX	76530	J THOMAS SU	AG	2010	\$1,388,775	\$81,083
R020981	67.78	CR 394 HUTTO	SHUMORE, JOINT VENTURE	8 OAK VW	ROUND RO	TX	78664	J THOMAS SI	AG	2010	\$397,055	\$30,298
R020983	51.85	CR 394 HUTTO, TX	EDGAR & LARRY A OLSON	300 E 9TH ST	GEORGETO	TX	78626	J THOMAS SU	AG	2010	\$722,660	\$61,954
R020984	8.91	1000 CR 294, HUTTO, TX	LAWRENCE G BALDWIN	1000 CR 394	HUTTO	TX	78634	J THOMAS SUR		2010	\$301,828	\$301,828
R020985	24.43	CR 394 HUTTO, TX	LARRY A OLSON	1111 W 12TH ST,	AUSTIN	TX	78703	J THOMAS SU	AG	2010	\$156,419	\$11,187
R090558	6.25	301 CR 368 TAYLOR, TX	ROSA E SANTIS	2311 ENFIELD RD	AUSTIN	TX	78703	J C EAVES SURVEY		2010	\$140,464	\$140,464
R315366	1.22	1601 CR 394 HUTTO	WHEELER, AARON M & TON	1601 CR 394	HUTTO	TX	78634	J THOMAS SUR		2010	\$23,111	\$23,111
R315759	14.00	1801 CR 394 HUTTO	BERAN, GARY G & BERTHA	1801 CR 394	HUTTO	TX	78634	J THOMAS SI	AG	2010	\$190,778	\$17,626
R321838	14.349	CR 368 HUTTO, TX	DAVID CARSON	1085 CR 101	HUTTO	TX	78634	J C EAVES SUR	AG	2010	\$265,400	\$21,005
R329635	1.00	1801 CR 394 HUTTO	BERAN, GARY G & BERTHA	1801 CR 394	HUTTO	TX	78634	J THOMAS SUR		2010	\$166,830	\$166,830
R337224	8.51	59 CR 368 TAYLOR, TX	MICHAEL MARX	51 CR 368	TAYLOR	TX	76574	J C EAVES SUR	AG	2010	\$123,730	\$3,805
R338316	1	51 CR 368 TAYLOR, TX	MICHAEL MARX	51 CR 368	TAYLOR	TX	76574	J C EAVES SURVEY		2010	\$162,369	\$162,369
R354023	0.25	59 CR 368 TAYLOR, TX	MICHAEL MARX	51 CR 368	TAYLOR	TX	76574	J C EAVES SURVEY		2010	\$129,122	\$129,122
R337406	2	401 CR 368 TAYLOR, TX	ROSALEE MIKULENCAK	401 CR 368	TAYLOR	TX	76574	J C EAVES SURVEY		2010	\$201,824	\$201,824
R367675	2	357 CR 368 TAYLOR, TX	KENNETH P SLAGLE III	357 CR 368	TAYLOR	TX	76574	J C EAVES SURVEY		2010	\$246,687	\$246,687
R382117	2	375 CR 368 TAYLOR, TX	BOBBY W BLAGG, JR	375 CR 368	TAYLOR	TX	76574	J C EAVES SURVEY		2010	\$285,627	\$285,627
R383467	2	321 CR 368 TAYLOR, TX	EDWARD BLOOMER	321 CR 368	TAYLOR	TX	76574	J C EAVES SURVEY		2010	\$388,736	\$388,736
R385711	2	339 CR 368 TAYLOR, TX	MICHAEL WADE & TERESA AC	339 CR 368	TAYLOR	TX	76574	J C EAVES SURVEY		2010	\$253,926	\$253,926
R392232	2	393 CR 368 TAYLOR, TX	JOE D OFFIELD, JR	393 CR 368	TAYLOR	TX	76574	J C EAVES SURVEY		2010	\$189,880	\$189,880

R392233	2	111 COTON ROWS LN TAJOE F HAMMACK	111 COTTON RO\ TAYLOR	TX	76574 PLANTATION ACRES, LOT	2010	\$237,473	\$237,473
R392234	2	117 COTTON ROWS LN T DANIELLE TOWNSEND	117 COTTON RO\ TAYLOR	TX	76574 PLANTATION ACRES, LOT	2010	\$275,107	\$275,107
R392235	4.87	123 COTTON ROWS LN T DONALD R BOUCHARD	123 COTTON RO\ TAYLOR	TX	76574 PLANTATION ACRES, LOT	2010	\$145,621	\$145,621
R392236	5.02	131 COTTON ROWS LN T LARRY M GORDON, SR et al	1051 RED BUD LN ROUND RO TX		78664 PLANTATION ACRES, LOT	2010	\$81,916	\$81,916
R392237	4.97	139 COTTON ROWS LN T LARRY M GORDON, SR	139 COTTON RO\ TAYLOR	TX	76574 PLANTATION ACRES, LOT	2010	\$339,906	\$339,906
R392238	5.1	138 COTTON ROWS LN T JOEL GALLAGHER	138 COTTON RO\ TAYLOR	TX	76574 PLANTATION ACRES, LOT	2010	\$343,701	\$343,701
R392239	4.88	130 COTTON ROWS LN T STEPHEN D SHEFFIELD	P O BOX 102 HUTTO	TX	78634 PLANTATION ACRES, LOT	2010	\$257,587	\$257,587
R392240	4.74	122 COTTON ROWS LN T RAYMOND TREJO & ANNE WE	122 COTTON RO\ TAYLOR	TX	76574 PLANTATION ACRES, LOT	2010	\$260,602	\$260,602
R392241	2	116 COTTON ROWS LN T ODESSA MACKEY	P O BOX 338 HUTTO	TX	78634 PLANTATION ACRES, LOT	2010	\$230,000	\$230,000
R392242	2	110 COTTON ROWS LN T KENNETH FOSTER	110 COTTON RO\ TAYLOR	TX	76574 PLANTATION ACRES, LOT	2010	\$38,526	\$38,526
R393515	12.794	CR 368 HUTTO, TX	TERRY GIBICH	1914 ROWE LOOI PFLUGERVITX	78660 J C EAVES SURVEY	2010	\$170,467	\$170,467
R407797	1.00	1601 CR 394 HUTTO	WHEELER, AARON M & TON	1601 CR 394 HUTTO TX	78634 J THOMAS SUR	2010	\$53,871	\$53,871
R458061	0.911	CR 368 HUTTO, TX	DONHAM P FRAZIER	201 BLUFFVIEW I WIMBERLY TX	78676 J C EAVES SURVEY	2010	\$23,754	\$23,754
R485082	2.065	CR 368 TAYLOR, TX	JONAH WATER SPECIAL UTILI	P O BOX 455 HUTTO TX	78634 J C EAVES SURVEY	2010	\$39,567	\$39,567 EX
R493214	1.24	CR 394 HUTTO	WHEELER DONALD R & ELA	1651 CR 394 HUTTO TX	78634 WHEELER, BLK 1 LOT 1	2010	\$34,783	\$34,783
R493215	1.48	CR 394 HUTTO	JONAH WATER SPECIAL UT	P O BOX 455 HUTTO TX	78634 WHEELER, BLK 1, LOT 2	2010	\$29,934	\$29,934 EX
R493216	2.00	1651 CR 394	MORRISON, RONALD E	8 OAK VW ROUND R (TX	78664 WHEELER, BLK 1 LOT 3	2010	\$164,862	\$164,862
R493697	30.84	CR 368 HUTTO, TX	FRAZIER FAMILY INVESTMENT	201 BLUFFVIEW I WIMBERLY TX	78676 J C EAVES SURAG	2010	\$190,974	\$36,470
R493698	1.158	CR 368 HUTTO, TX	FRAZIER FAMILY INVESTMENT	201 BLUFFVIEW I WIMBERLY TX	78676 J C EAVES SURVEY	2010	\$24,332	\$24,332
							\$16,466,153	\$6,837,979

853.73
752.14 Ag Acres
21 HOMES
51 properties
17 ag properties

NEW OR CHANGED ADDRESS

***Exhibit: Annex Two 2010
Chandler Road Alignment***





City Council Meeting October 21, 2010 Agenda Item Transmittal

Agenda Item #: 4

Agenda Title: Conduct Public Hearing and consider introducing Ordinance 2010-44 to modify the Taylor Zoning Ordinance to allow Small Wind Energy Systems (SWES - Wind Turbines for electrical generation) within certain zoning districts

Council Action to be taken: Conduct Public Hearing and consider introducing Ordinance 2010-44

Initiating Department: Community Development

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

The purpose of this item is to consider an amendment to the Zoning Ordinance that would allow wind turbines to be installed.

The project came to the City's attention when Mr. Ward, Pastor of the Northview Christian Church located at the northeast corner of Highland and North Main, applied to place a wind powered generator at the church to supply electricity to his church.

The proposed ordinance is modeled after an example published by the American Wind Energy Association as well as other ordinances, such as Grand Prairie.

2. DESCRIPTION/ JUSTIFICATION

Since there is no mention in the Zoning Ordinance of this type of use, staff has modified the Zoning Ordinance to allow this use with certain conditions. These include but are not limited to height limitations, setbacks for fall zones, and compliance with FAA regulations, warning signs, climb prevention, visual appearance, and other requirements. A Specific Use Permit will be required for an SWES in Residential zones, and the use will be permitted in Commercial Zones by right.

Other changes to the Zoning Ordinance include a definition for an SWES and a change to the Matrix Table 3.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Following several workshops, the Planning and Zoning Commission conducted a public hearing on September 14, 2010. Following the public hearing, the Planning and Zoning Commission recommended approval of Ordinance 2010-44.

6. REFERENCE FILES

4a. [Ordinance 2010-44](#)

DRAFT

ORDINANCE NO. 2010-44

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2001-17 ADOPTED BY THE CITY OF TAYLOR, TEXAS ON APRIL 24, 2001 AS HERETOFORE AMENDED, BY AMENDING SECTIONS 3.5.2 AND 3.5.3, ADDING SMALL WIND ENERGY SYSTEMS (WIND TURBINES) AS AN ACCESSORY USE; ADDING SMALL WIND ENERGY SYSTEM AND WIND TURBINE TO SECTION 11, DEFINITIONS; AND ADDING TO TABLE 3.3 PERMITTED USES.

WHEREAS, the City of Taylor, Texas desires to amend the Zoning Ordinance to allow Small Wind Energy Systems (Wind Turbines) as an accessory use; and

WHEREAS, the City of Taylor, Texas conducted a public hearing regarding the zoning change and no opposition was expressed regarding the zoning change; and

WHEREAS, the City deems it is in the best interest that the amendment in the zoning ordinance be allowed.

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. Section 3.5.2, Residential Accessory Uses, is amended to read as follows:

3.5.2 Residential Accessory Uses

Permitted residential accessory uses shall include, but not be limited to, the following uses, activities and structures:

11. Small Wind Energy Systems (SWES or Wind Turbines), with height limitations as established by the zoning district. The following shall apply to SWES:

- a. An application for a Specific Use Permit, if one is required for your zoning district, shall be submitted.
- b. Building Permit: A Building Permit

Application shall be submitted with standard drawings of the Wind Turbine structure, a site plan, a line drawing of electrical components, an operational and maintenance plan for the system, and the required fee. The site plan shall show the planned location of the Wind Turbine and location of and distance to setback lines, the fall zone, property lines, roads, driveways, ROW and any overhead utility lines on the subject property and adjacent properties.

- c. Tower, Base and Footings: Standard drawing of the system's tower, base and footings shall be included with an analysis certified by a licensed professional engineer registered in the State of Texas.
- d. Utility Notification: No permit for a SWES shall be issued until documentation has been provided to the City that the appropriate electric utility company has been informed of the customer's intent to install an interconnected customer-owned generator. Off-grid systems (systems not tied to an electric grid) shall be exempt from this requirement.
- e. Residential Design Standards. The assembled diameter of an SWES shall not exceed 20 feet.
- f. Non-Residential Design Standards.
INTENTIONALLY OMITTED
- g. The minimum distance between the ground and any Wind Turbine blades of an SWES shall be 15 feet as measured at the lowest arc of the blades.
- h. Noise: The Wind Turbine shall not exceed 60 dBA as measured at the property line except during short-term weather events such as severe wind storms.
- i. Setbacks: The minimum setback shall be 1.25 times the fall zone from all property lines, public rights-of-way, occupied buildings, and overhead utility lines. No part of the wind system structure such as guy wire anchors may be closer than fifteen (15) feet to the property lines.
- j. Compliance with the International Building

Codes: An engineering analysis of the tower showing compliance with the International Building Codes in effect at the time of construction of the tower and certified by a licensed professional engineer registered in the State of Texas shall be submitted.

- k. Compliance with FAA Regulations: An SWES must comply with applicable FAA and local airport regulations.
- l. All SWES shall be equipped with a redundant braking system, including both aerodynamic over-speed controls (including variable pitch, tip and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a fail-safe mode. Stall regulation shall not be considered a sufficient braking system for over-speed protection.
- m. Warnings. A clearly visible warning sign that states "Caution High Voltage" must be placed at the base of all pad-mounted transformers and substations. All ground mounted electrical and control equipment shall be labeled and secured to prevent unauthorized access.
- n. Guy wire notice: Visible, reflective colored objects, such as flags, reflectors or tape shall be placed on the anchor points of guy wires and along the guy wires up to a height of ten (10) feet from the ground.
- o. Climb prevention: The tower shall be designed and installed so as not to provide step bolts or a ladder readily accessible to the public for a minimum height of twelve (12) feet from the ground.
- p. Electrical wire location: All electrical wires associated with an SWES shall be located underground.
- q. Visual appearance: A wind tower and generator shall not be artificially lighted unless required by the FAA, and shall remain painted or finished the color that was originally applied by the manufacturer, unless otherwise approved in the building permit.

- r. All post-manufacturer signs shall be prohibited.
- s. An SWES shall be sited to prevent the impact of shadow flicker or blade glint upon any inhabited structures (except for the owner's) or City roadways.
- t. Abandonment: An SWES that is out of service for a continuous 12-month period will be deemed to be abandoned. A Notice of Abandonment (NOA) may be issued by the City Manager, and the owner has the right to respond within thirty (30) days from the Notice receipt date. The City Manager shall withdraw the NOA if the owner provides information that demonstrates the system has not been abandoned. If the system is abandoned, the owner shall remove the system within three (3) months of receipt of the NOA. If the owner fails to remove the system, the City Manager may pursue legal action to remove the system at the owner's expense; and

SECTION 3. Section 3.5.3, Commercial Accessory Uses, is amended to read as follows (new language in bold):

3.5.3 Commercial Accessory Uses

Retail, commercial and office accessory uses shall include, but not be limited to, the following accessory uses, activities and structures:

8. Small Wind Energy Systems (SWES or Wind Turbines), with height limitations as established by the zoning district.
The following shall apply to SWES:

- a. An application for a Specific Use Permit, if one is required for your zoning district, shall be submitted.
- b. Building Permit: A Building Permit Application shall be submitted with standard drawings of the Wind Turbine structure, a site plan, a line drawing of electrical components, an operational and maintenance plan for the system, and the required fee. The site plan shall show the planned location of the Wind Turbine and location of and distance to

setback lines, the fall zone, property lines, roads, driveways, ROW and any overhead utility lines on the subject property and adjacent properties.

c. Tower, Base and Footings: Standard drawing of the system's tower, base and footings shall be included with an analysis certified by a licensed professional engineer registered in the State of Texas.

d. Utility Notification: No permit for a SWES shall be issued until documentation has been provided to the City that the appropriate electric utility company has been informed of the customer's intent to install an interconnected customer-owned generator. Off-grid systems (systems not tied to an electric grid) shall be exempt from this requirement.

e. Residential Design Standards.
INTENTIONALLY OMITTED

f. Non-Residential Design Standards. The assembled diameter of an SWES shall not exceed 30 feet. For mixed-use properties the use with the most dedicated square footage shall determine the allowable diameter.

g. The minimum distance between the ground and any Wind Turbine blades of an SWES shall be 15 feet as measured at the lowest arc of the blades.

h. Noise: The Wind Turbine shall not exceed 60 dBA as measured at the property line except during short-term weather events such as severe wind storms.

i. Setbacks: The minimum setback shall be 1.25 times the fall zone from all property lines, public rights-of-way, occupied buildings, and overhead utility lines. No part of the wind system structure such as guy wire anchors may be closer than fifteen (15) feet to the

property lines.

j. Compliance with the International Building Codes: An engineering analysis of the tower showing compliance with the International Building Codes in effect at the time of construction of the tower and certified by a licensed professional engineer registered in the State of Texas shall be submitted.

k. Compliance with FAA Regulations: An SWES must comply with applicable FAA and local airport regulations.

l. All SWES shall be equipped with a redundant braking system, including both aerodynamic over-speed controls (including variable pitch, tip and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a fail-safe mode. Stall regulation shall not be considered a sufficient braking system for over-speed protection.

m. Warnings. A clearly visible warning sign that states "Caution High Voltage" must be placed at the base of all pad-mounted transformers and substations. All ground mounted electrical and control equipment shall be labeled and secured to prevent unauthorized access.

n. Guy wire notice: Visible, reflective colored objects, such as flags, reflectors or tape shall be placed on the anchor points of guy wires and along the guy wires up to a height of ten (10) feet from the ground.

o. Climb prevention: The tower shall be designed and installed so as not to provide step bolts or a ladder readily accessible to the public for a minimum height of twelve (12) feet from the ground.

p. Electrical wire location: All electrical wires associated with an SWES shall be located underground.

q. Visual appearance: A wind tower and

generator shall not be artificially lighted unless required by the FAA, and shall remain painted or finished the color that was originally applied by the manufacturer, unless otherwise approved in the building permit.

r. All post-manufacturer signs shall be prohibited.

s. An SWES shall be sited to prevent the impact of shadow flicker or blade glint upon any inhabited structures (except for the owner's) or City roadways.

t. Abandonment: An SWES that is out of service for a continuous 12-month period will be deemed to be abandoned. A Notice of Abandonment (NOA) may be issued by the City Manager, and the owner has the right to respond within thirty (30) days from the Notice receipt date. The City Manager shall withdraw the NOA if the owner provides information that demonstrates the system has not been abandoned. If the system is abandoned, the owner shall remove the system within three (3) months of receipt of the NOA. If the owner fails to remove the system, the City Manager may pursue legal action to remove the system at the owner's expense; and

SECTION 4.

Table 3, Table of Permitted Uses, is added to show the following:

Table 3 - Permitted Uses

R-A	R-1	R-2	R-3	MH	D	MF-1	MF-2	DN	I	P	B-1	B-2	B-3	BP-1	BP-2	M-1	M-2
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Small Wind Energy System (Wind Turbine)

P	S	S	S	S	S	S	S	S	P		P	P	P	P	P	P	P
---	---	---	---	---	---	---	---	---	---	--	---	---	---	---	---	---	---

SECTION 5.

Section 11, Definitions, is amended as follows:

Small Wind Energy System (SWES) - A wind energy conversion system consisting of a Wind Turbine, a tower, and associated control or conversion electronics, which has a rated capacity of not more than 100kW.

Wind Turbine - The blades, rotor, and associated mechanical and electrical conversion components mounted on top of the supporting tower of a Small Wind Energy System.

SECTION 6. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional

In accordance with Article VIII, Section 1, of the City Charter, Ordinance No. 2010-44 was introduced and a public hearing was held before the Taylor City Council on the _____ day of _____, 2010.

PASSED, APPROVED, and ADOPTED on the ____ day of _____, 2010.

John McDonald, Mayor Pro-Tem

ATTEST:

Susan Brock, City Clerk

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Susan Brock, being the City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2010-44 passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2010, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this the _____ day of _____, 2010.

Susan Brock
City Clerk



City Council Meeting October 21, 2010 Agenda Item Transmittal

Agenda Item #: 5

Agenda Title: Consider approving an Interlocal Agreement with Williamson County Emergency Services District No. 3 for Automatic Aid for fire protection.

Council Action to be taken: Approve or deny.

Initiating Department: Fire Department

Staff Contact: Pat Ekiss, Fire Chief

1. INTRODUCTION/PURPOSE

NFPA (National Fire Protection Association) 1710 has been recognized and adopted by the Texas Commission on Fire Protection. This standard establishes guidelines that determine the number of firefighters necessary to complete the initial operations for a working structure fire in a safe and timely manner. It also stipulates that these personnel should arrive within six to nine minutes of the initial alarm to ensure a successful attempt of mitigating the emergency. NFPA 1710 recommends a total of 14 firefighters on the initial alarm and that six of those arrive within the first 6 minutes and the balance within nine minutes and that we accomplish this 90% of the time. Compliance with NFPA 1710 is reviewed during the ISO (Insurance Services Organization) grading study. It is recommended as a response standard by the Texas Commission on Fire Protection and endorsed by the International Association of Fire Chiefs and the International Association of Fire Fighters.

2. DESCRIPTION/ JUSTIFICATION

Current Fire Department staffing is 8 members per shift (24 hr). Vacation, holiday and sick time can reduce that number to 6 members per shift which is our approved “minimum staffing” level. Mutual and automatic aid agreements help to offset the shortage of personnel by providing additional manpower from other jurisdictions. Automatic aid differs from mutual aid in that it notifies *ALL* initial responders on the first alarm as opposed to mutual aid where additional resources are called while en route or after arriving on-scene. Approval of this agreement will help us meet the recommendations of NFPA 1710 by providing the means to dispatch our mutual aid partners automatically on every reported structure fire. Our neighbors will benefit also in

that we agree to provide the same service in-turn. Simply put – we are gaining a fire station with no financial impact to the citizens we serve.

3. FINANCIAL/BUDGET

There is no financial obligation associated with this agreement. Both parties agree to provide service free of charge as long as the agreement remains in place.

4. TIMELINE CONSIDERATIONS

If approved, a start date of December 1st is recommended. The Interlocal agreement will be reviewed annually and either party can opt out at any time with ninety days notice.

5. RECOMMENDATION

Staff recommends approval.

6. REFERENCE FILES

5a. [Interlocal agreement](#)

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§ KNOW ALL BY THESE PRESENTS:
§

INTERLOCAL AGREEMENT FOR AUTOMATIC AID ASSISTANCE
FOR FIRE DEPARTMENT SERVICES BETWEEN
THE CITY OF TAYLOR, TEXAS AND
THE WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #3

This Interlocal Agreement ("Agreement") is made and entered into by and between the CITY OF TAYLOR, TEXAS ("Taylor"), a home-rule municipal corporation of the State of Texas, and the WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #3, ("WCESD #3") a political sub-division of the State of Texas. Taylor and WCESD #3 are herein referred to as the "Parties."

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(B), and 791.003(4)(A) allow local governments, including special districts, to contract with one another to perform governmental functions and services, including fire protection; and

WHEREAS, Taylor and WCESD #3 mutually desire to be subject to the provisions of the cited Interlocal Cooperation Act, specifically with reference to Section 791.006(a), 791.006(a-1), 791.006(d), 791.011(a), 791.011(c)(2), 791.011(d), 791.011(e), and 791.011(f); and

WHEREAS, Taylor's fire department responds to all calls for assistance within the area shown on "Exhibit A" to this Agreement, said "Exhibit A" being attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, the WCESD #3 fire department (d.b.a. Hutto Fire Rescue) responds to all calls for assistance within the area of Williamson County shown on "Exhibit B" to this Agreement, said "Exhibit B" being attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, the area shown on "Exhibit C" is the area where the Parties intend to cooperate with each other in accordance with the terms of this Agreement in order to allow for better and more efficient service regarding response to structure fires; and

WHEREAS, it is the desire of Taylor and WCESD #3 to join in this Agreement to coordinate dispatching and response to emergencies requiring a response from the Parties' respective fire departments in the area shown on "Exhibit C"; and

WHEREAS, the joint operation of stated services would be mutually beneficial and not detrimental to Taylor; and

WHEREAS, the joint operation of stated services would be mutually beneficial and not detrimental to WCESD #3; and

WHEREAS, the Parties intend that the automatic aid described in this Agreement requires the response of equipment to the area for structure fires. The Parties understand and agree that, although automatic aid does not ensure that a Party's community will receive the exact same amount of assistance as it gives, it does mean that the Parties will provide some assistance outside their jurisdictional boundaries and that the level of service delivered will be comparable to the level of service in the other areas served by the Parties; and

WHEREAS, it is further the determination of each of the Parties hereto that the decision to enter into this Agreement constitutes a fundamental policy of the Parties hereto which is automatic in nature, and includes the determination of the proper use of resources available with respect to the providing of fire protection services and the utilization of existing resources of each of the Parties hereto, including the use of equipment and personnel.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Description of the Automatic Aid Coverage. The area that is the subject of this Agreement is the area shown on "Exhibit C" and referred to herein as the "Automatic Aid Coverage (AAC)." "Exhibit C" is attached hereto and incorporated herein by reference for all purposes.
2. Protocol for Responding to Calls for Fire Services in the AAC. The Parties agree that within the AAC the following standard service criteria shall be the primary response system protocol for assistance in responding to calls for service that are within the standard scope of services provided by the fire departments of the Parties:
 - A. The Parties agree that when a call for assistance occurring within the AAC is received from the respective Dispatch/Communication Center, each Party will dispatch the response following the dispatching sequences identified, agreed to, and loaded on each Parties Computer Aided Dispatch system and specifically identified to respond under this Agreement. If resources are not available to respond to the call, then the Party who cannot respond shall have the duty to immediately notify the other Party.
 - B. The Parties will each use an incident management system that follows the National Incident Management System (NIMS), and Minimum Company Standards (basic evolutions used in the fire service), for efficient management of the emergency and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures.

- C. The Parties will each use a personnel accountability system that is in accordance with the National Fire Protection Association (NFPA) requirements. Failure to implement and utilize a working accountability system in accordance with NFPA in either Party's jurisdiction shall be cause for immediate release of AAC fire companies with notification of such actions made directly to the Fire Chiefs.
 - D. Each Party shall each retain ownership of any equipment or property it brings to the performance of this Agreement, and each Party shall retain ultimate control of its employees.
 - E. The Parties agree that the "time of dispatch" shall be the point in time at which the Dispatch/Communication Center has notified a station (or a responding unit if out of station) of the call through the station alert system, pager, radio, phone, or MDT/MCT.
 - F. The Parties agree that "response time" shall be measured from the time of dispatch to time of arrival-on-scene.
 - G. Except as otherwise specifically agreed to by both Parties for particular incidents, neither Party shall be reimbursed by the other Party for any costs incurred in responding to an emergency in the AAC. In the event of declared disasters, participants may apply for reimbursement from county, state, and federal agencies.
3. Effect of this Agreement on the Williamson County Fire Chiefs Association Mutual Aid Fire Protection Agreement. Calls for service outside the boundaries of the AAC will be considered calls for mutual aid under the separate Williamson County Fire Chiefs Association Mutual Aid Fire Protection Agreement between the Parties, under which Williamson County Fire Chiefs Association Mutual Aid Fire Protection Agreement a response to a request for aid is at the sole discretion of the Party in whose jurisdiction the response is required. To the extent there is a conflict between this Agreement and the Williamson County Fire Chiefs Association Mutual Aid Fire Protection Agreement to which both Parties are subject, the provisions of the Williamson County Fire Chiefs Association Mutual Aid Fire Protection Agreement shall be subordinate to this Agreement in the AAC. In addition, nothing in this Agreement shall limit the ability of either Party from agreeing to participate in more specific contracts or services, mutual assistance or automatic response, nor shall this Agreement prohibit any Party from providing emergency assistance to another jurisdiction which is not a participant in the Agreement.
4. Compatibility of Equipment. To ensure compatibility of equipment, the Parties shall work together to develop and maintain a mutually agreed-upon inventory of equipment based upon minimum NFPA standards and ISO standards. The Parties agree that engines and ladders shall have a constant staffing level of at least three (3) trained personnel at all times. Auxiliary vehicles, such as brush trucks and tenders, shall be staffed with at least two (2) trained personnel.

5. Joint Training. The Parties shall work together to identify opportunities to participate in joint training, including entry-level training, mini-academies, refresher training and systems training. Joint training exercises may be conducted as needed. The training exercises will be coordinated and observed by the respective training staffs of the Parties for the purpose of maintaining coordination in firefighting procedures, dispatching, and communications. The following topics will be addressed within twelve (12) months of the approval of this Agreement:
 - A. Apparatus and equipment familiarization
 - B. Incident Command System of each Party
 - C. Communications protocols
 - D. Fire hydrant procedures
 - E. Other topics as needed
6. Cooperative Procedures and Protocols. The Parties shall work together to develop mutually acceptable cooperative procedures and protocols, consistent with the terms of this Agreement, and with the NFPA and Insurance Service Office (ISO) recommendations. Such protocols shall include provisions for standardized response criteria, and may also include protocols regarding communications coordination, training, health and safety, fire prevention, public education, fire investigations, and other activities that will enhance the ability of the Parties' fire departments to fulfill their missions.
7. Incident Reporting. Each department will be responsible for obtaining needed information to complete fire reports for incidents within its respective jurisdiction. Assisting fire departments will cooperate with jurisdictional departments to provide necessary information. The following guidelines will be followed for emergency incident reporting:
 - A. An NFIRS report will be completed for each incident by each Party providing response to the incident scene.
 - B. The Party that receives AAC will complete a NFIRS report and show "Mutual Aid Received."
 - C. The Party giving AAC must complete the necessary portion of the NFIRS report and show "Mutual Aid Given."
8. Liability. Pursuant to Section 791.006(a) of the Texas Government Code, the Party that would have been responsible for furnishing services in the absence of this Agreement is responsible for any civil liability that arises from the furnishing of those services.

9. No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder, except as specifically set forth herein.
10. Term. This Agreement shall commence upon signing by the Parties and shall continue in force until _____, 2011, and shall automatically renew annually on _____ of each following year unless either party desiring not to renew this Agreement furnishes written notice to the other party of its desire not to renew this Agreement sixty (60) days prior to _____.
11. Termination. Notwithstanding anything stated herein to the contrary, either Party may terminate this Agreement without cause by giving ninety (90) days written notice to the other Party. This Agreement may not be modified, or amended without the agreement of both Parties.
12. No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between and of the Parties.
13. Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
14. No Waiver of Defenses. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained within.
15. Five Year Review. This Agreement shall be reviewed by all Parties every five (5) years or as deemed necessary.
16. Amendment. This Agreement may be amended only by the mutual written consent of the Parties.
17. Governing Law and Venue. The Parties agree that this Agreement and all disputes arising there under shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.
18. Notices. All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; (ii) three (3) days after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the Party to whom the notice was given; (iv) deposited into the custody of a recognized overnight delivery service such as Federal Express Corporation, Emery, or

Lone Star Overnight, addressed to such recipient at the address specified below; or (v) sent by facsimile, telegram or telex, provided that receipt for such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. For purposes of this section, addresses for all notices are as follows (unless changed by similar notice in writing given by the particular entity whose address is to be changed):

City of Taylor

Attn: City Manager
Address: 400 Porter Street
Taylor, Texas 76574
Phone: (512) 352-3676
Fax: (512) 352-8255

Williamson County Emergency Services District No. 3

Attn: Fire Chief
PO Box 175
Hutto, Texas 78634
Phone: (512) 759-2616
Fax: (512) 846-1946

19. Default. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.
20. Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.
21. Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.
22. Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.
23. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation, and such obligations may be terminated at the end of a Party's fiscal year if the governing body of

such Party does not appropriate sufficient funds to continue the services provided under this Agreement.

24. Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.
25. Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.
26. Dispute Resolution. If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute by referring same to the City Manager of Taylor and to the Fire Chief of the WCESD #3. Taylor and WCESD #3 hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.
27. Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.
28. Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.
29. Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.
30. Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

APPROVED by the City Council, City of Taylor, Texas, in its meeting held on the ____ day of _____, 2010, and executed by its authorized representative.

CITY OF TAYLOR, TEXAS

By: _____
John McDonald, Mayor Pro Tem

Date Signed: _____

ATTEST:

Susan Brock, City Clerk

FOR CITY OF TAYLOR APPROVED AS TO FORM:

Ted Hejl, City Attorney

APPROVED by the Williamson County Emergency Services District #3 Board of Commissioners in its meeting held on the ____ day of _____, 2010, and executed by its authorized representative.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

By: _____
Glenn Trubee, President, Board of Commissioners

Date Signed: _____

ATTEST:

Jonathan Fritz, Secretary, Board of Commissioners

FOR WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3, APPROVED AS TO FORM:

Ken Campbell, Attorney



***City Council Meeting
October 21, 2010
Agenda Item Transmittal***

Agenda Item #: 6

Agenda Title: Consider approving Resolution R10-18 adopting a Council Relations Policy.

Council Action to be taken: Approve or deny

Initiating Department: City Administration

Staff Contact: Jim D. Dunaway, City Manager

1. INTRODUCTION/PURPOSE

This item was originally presented at the October 14, 2010 Council meeting and tabled for further discussion. This policy does not replace the existing ethics ordinance but is designed to add additional guidelines to work hand in hand with your existing ethics ordinance. The draft attached has incorporated all of the changes (to date) suggested by Council.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends approval of Resolution R10-18 as submitted.

6. REFERENCE FILES

- 6a. [Resolution R10-18](#)
- 6b. [Council Relations Policy](#)
- 6c. [Ethics Ordinance](#)

RESOLUTION R10-18

**A RESOLUTION OF THE CITY OF TAYLOR ADOPTING A
COUNCIL RELATIONS POLICY**

WHEREAS, the Taylor City Council must bear the initial responsibility for the integrity of governance;

WHEREAS, the Council is responsible for its own development, its responsibilities, its own discipline, and its own performance;

WHEREAS, the development of the Council Relations Policy is designed to ensure effective and efficient governance;

WHEREAS, by adopting these guidelines, the Council acknowledges their responsibility to each other, to the City's professional staff, and to the public.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF TAYLOR THAT:**

The City of Taylor Council Relations Policy is adopted to serve as the guidelines to preserve the values and integrity of representative local government and democracy.

PASSED, APPROVED AND ADOPTED THIS THE 21st DAY OF OCTOBER, 2010.

John McDonald, Mayor Pro-tem

ATTEST:

Susan Brock, City Clerk

CITY OF TAYLOR



CITY COUNCIL RELATIONS POLICY

Adopted

By

Resolution R10-8 on October 14, 2010

City of Taylor Council Relations Policy

The City Council for the City of Taylor is dedicated to ethical, efficient and orderly government wherein opportunities must be created to allow citizens to have a say in their representative government. This policy addresses the responsibilities the Council has to provide those openings. The City of Taylor Council Relations Policy is designed to make public meetings and the process of governance run more smoothly.

The integrity of the City of Taylor is built on the interaction between elected officials, City employees, and the citizens. The Council Relations Policy is intended to maintain a high level of integrity by providing a protocol for how Council members treat one another, City staff, constituents, and others they come into contact with in representing the City of Taylor. The Council Relations Policy reflects the intentions of the Taylor City Council in defining the behaviors, manners, and courtesies that are suitable for various occasions.

The constant and consistent theme through all of the conduct guidelines is “respect.” Council members experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the compass that can help guide Council members to do the right thing in even the most difficult situations.

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I. Overview of Roles and Responsibilities

Other resources that are helpful in defining the roles and responsibilities of elected officials can be found in the Taylor City Charter and in the Handbook for Mayors and Council members (Home Rule Cities) published by the Texas Municipal League.

Mayor's Responsibilities

- Acts as the official head of the City for all ceremonial purposes
- Chairs Council meetings
- Recognizes comments from citizens at public meetings
- Calls for special meetings
- Makes judgment calls on proclamations, special presentations, etc.
- Signs documents on behalf of the City
- Works with City Manager to prepare Council agenda
- Serves at the pleasure of the Council

Mayor Pro Tem's Responsibilities

- Serves at the pleasure of the Council
- Performs the duties of Mayor if the Mayor is absent or unable to perform mayoral duties for any reason

Council Members' Responsibilities

All members of the City Council, including those serving as Mayor and Mayor Pro Tem, have equal votes. No Council member has more power than any other Council member, and all should be treated with equal respect.

All Council members should:

- Fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others.
- Prepare in advance of Council meetings and be familiar with issues on the agenda.
- Represent the City at ceremonial functions at the request of the Mayor.
- Be respectful of other people's time. Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community.
- Inspire public confidence in Taylor government.
- Provide contact information to the City Manager's Office in case an emergency or urgent situation arises while a Council member is out of town.
- Demonstrate honesty and integrity in every action and statement
- Participate in scheduled activities to increase team effectiveness and review Council procedures, such as this Council Relations Policy

Meeting Chair's Responsibilities

The Mayor chairs official meetings of the City Council, unless the Mayor Pro Tem or another Council member is designated as Chair of a specific meeting.

- Maintains order, decorum, and the fair and equitable treatment of all speakers
- Keeps discussion and questions focused on the specific agenda item under consideration

II. Policies and Protocol Related to Conduct

Reflecting Council Opinions Council members should remember they speak only for themselves and not other Council members.

Ceremonial Events

Requests for a City representative at ceremonial events will be handled by City staff. The Mayor will serve as the designated City representative. If the Mayor is unavailable, then City staff will determine if event organizers would like another representative from the Council. If yes, then the Mayor Pro-Tem will serve as a substitute. Invitations received at City Hall are presumed to be for unofficial, personal consideration.

E-Mail Guidelines

E-mail has become a familiar form of communication between the public and its elected officials. It is important to remember that e-mails held by elected officials regarding their position are a form of public record and must be maintained as per the Open Records Act. When a Council member receives a personalized e-mail, the Council member should acknowledge the receipt of the e-mail and concern voiced through a reply e-mail. The response should be polite and careful in regard to any personal opinions expressed on the issue. If a reply is sent, the City Manager and/or City Clerk should be copied if there is any further action and/or official response needed in regard to the e-mail.

Correspondence Signatures

Council members do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Council meetings. City staff will prepare official letters in response to public inquiries and concerns. These letters will carry the signature of the Mayor unless the Mayor requests that they be signed by another Council member or City staff. If correspondence is addressed only to one Council member, that Council member should check with staff on the best way to respond to the sender.

Public Hearing Protocol

The applicant or appellant shall have the right to speak first. The Chair will determine the length of time allowed for this presentation. Speakers representing either pro or con points of view will be allowed to follow. The Chair will determine how much time will be allowed for each speaker, with 3 to 5 minutes the standard time granted. The applicant or appellant ~~will~~ may be allowed to make closing comments. The Chair has the responsibility to run an efficient public meeting and has the discretion to modify the public hearing process in order to make the meeting run smoothly.

Council members will not express opinions during the public hearing portion of the meeting except to ask pertinent questions of the speaker and staff. "I think" and "I feel" comments by Council members are not appropriate until after the close of the public hearing. Council members should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

Main motions may be followed by amendments, followed by substitute motions. Any Councilmember can call for a point of order. Only Council members who voted on the prevailing side may make motions to reconsider.

Agenda Development Participation

Any Council member can request an item be placed on the agenda for future discussion. The request should be made to the City Manager generally before noon a two weeks before the meeting. The City Manager will discuss the item with the Council member and the Mayor to determine the appropriate placement of the item on the agenda.

III. Council Relations with One Another

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as Council members may “agree to disagree” on contentious issues.

IN PUBLIC MEETINGS

Practice civility and decorum in discussions and debate

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Council members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

Honor the role of the Chair in maintaining order

It is the responsibility of the Chair to keep the comments of Council members on track during public meetings. Council members should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair’s actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

Avoid personal comments that could offend other Council members If a Council member is personally offended by the remarks of another Council member, the offended Council member should make notes of the actual words used and call for a “point of personal privilege” that challenges the other Council member to justify or apologize for the language used. The Chair will maintain control of this discussion.

Demonstrate effective problem-solving approaches Council members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

IN PRIVATE ENCOUNTERS

Continue respectful behavior in private

The same level of respect and consideration of differing points of view deemed appropriate for public discussions should be maintained in private conversations.

Be aware of the insecurity of written notes, voicemail messages, and e-mail

Technology allows words written or said without much forethought to be distributed wide and far. Council members should take into consideration that anything sent out via fax, voicemail, e-mails, or correspondence could be distributed to the media and citizens. Written notes, voicemail messages and e-mail should be treated as potentially “public” communication.

Even private conversations can have a public presence

Elected officials are always on display – their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

IV. Council Relations with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff who implements and administers the Council's policies. Woodrow Wilson called this the politics-administration dichotomy, but governance of a municipality is in reality a team effort. Cooperation and mutual respect are essential from each individual for the good of the community.

Treat all staff as professionals

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

Limit contact to specific City staff

Questions of City staff and/or requests for additional background information should be directed only to the City Manager, City Attorney, City Clerk or Department Directors. The City Manager's Office should be copied on any request, except those to the City Attorney.

Requests for follow-up or directions to staff should be made only through the City Manager or the City Attorney when appropriate. When in doubt about what staff contact is appropriate, Council members should ask the City Manager for assistance. Materials supplied to a Council member in response to a request will be made available to all members of the Council so that all have equal access to information.

The Council should not entertain or respond to any staff complaints. Any discussions of this nature should be referred directly to the City Manager. The Council should never speak critically to a member of City staff about other City staff, other Council members, and/or Council decisions.

Do not disrupt City staff from their jobs

Council members should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.

Never publicly criticize an individual employee

Council should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.

Do not get involved in administrative functions

Council members must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, or granting of City licenses and permits. The Taylor City Charter also addresses the role of the City Council in regard to administrative functions.

Check with City staff on correspondence before taking action

Before sending correspondence, Council members should check with City staff to see if an official City response has already been sent or is in progress.

Be selective and careful attending meetings with City staff unless requested by staff

Even if the Council member does not say anything, the Council member's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively. This policy does not apply to social functions, such as conferences, etc.

Do not solicit political support from staff

Council members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

V. Council Relations with Citizens

IN PUBLIC MEETINGS

The Taylor City Council welcomes requests, suggestions, and viewpoints of residents of the City and considers the responsible presentation of these viewpoints as vital to effective municipal government. Council members also recognize their responsibility for proper governance and the need to conduct its business in an orderly and effective manner. The Council therefore establishes the following procedures to receive citizen input during public meetings.

1. Amount of time allocated

The Mayor will be responsible for recognizing any speakers, maintaining proper order, and adhering to any time limit set. Ordinarily, each speaker shall be afforded three minutes in which to make their presentation to the Council. Groups of citizens who wish to be heard on the same topic should designate a spokesperson when requested to do so by the Mayor.

2. Protocol for addressing the City Council

There shall be a time designated for the City Council to hear from the public at the beginning of City Council meetings held at City Hall. The Mayor has the right to limit the number of speakers, as well as the amount of presentation time allocated to each speaker. If there are a large number of speakers wanting to address an issue, the Mayor may request or designate a spokesperson for groups wanting to speak with the Council.

If an item on the Council agenda for that meeting provides for a public hearing, the person wishing to make comments on that item shall speak at the time of the public hearing. (See Public Hearing Protocol under Policies and Protocol Relating to Conduct)

Requests to be heard regarding an item(s) on the regular agenda that does not have a public hearing should be made to the City Clerk prior to the start of the meeting. A "request to speak" form, provided by the City, requesting to be heard regarding a specific agenda item(s) shall contain the citizen's name, address, telephone number, and subject agenda item(s) number, which the speaker wishes to address. The form can be picked up at City Hall or in the Council Chambers, and must be turned in to the City Clerk prior to the item being addressed.

Speakers shall address the Council from the podium where a microphone insures that the audience can hear the speaker and a record of all comments may be made. If a speaker asks a question during the time designated for public comment under this policy, it will be not be answered at this time but may be answered during the agenda item. Any comment or discussion by any Council member about the subject of the inquiry shall only be made at the time the subject is scheduled for consideration on the Council agenda (Government Code 551.042).

3. Protocol for dealing with requests made by citizens

Citizens with specific requests should first discuss them with the City Manager or City staff. The Council will consider requests that remain unresolved after being addressed through proper administration channels. Citizens who have not attempted to resolve situations at lower levels will be directed to the City Manager.

4. Protocol regarding complaints against City personnel

Negative comments regarding City personnel by name or title may not be made in open session (due to confidentiality provisions contained in the Texas Public Information Act and other state and federal laws). Specific complaints regarding municipal employees may be taken up with the employee's supervisor or City Manager.

Disruption of meetings by word or actions of any person may result in removal from the meeting by law enforcement officials.

IN UNOFFICIAL SETTINGS

Make no promises on behalf of the Council

Council members will frequently be asked to explain a Council action or give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise City staff will do something specific (fix a pothole, plant new flowers in the median, etc.).

Make no personal comments about other Council members

It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Council members, their opinions and actions.

Remember that Taylor is a small town

Council members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper behavior in the City of Taylor. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Council members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

VI. Council Relations with Other Public Agencies

Be clear about representing the City or personal interests

If a Council member appears before another governmental agency or organization to give a statement on an issue, the Council member must clearly state: 1) if his or her statement reflects personal opinion or is the official stance of the City; 2) whether this is the majority or minority opinion of the Council.

If the Council member is representing the City, the Council member must support and advocate the official City position on an issue, not a personal viewpoint.

If the Council member is representing another organization whose position is different from the City, the Council member should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Council members should be clear about which organizations they represent and inform the Mayor and Council of their involvement.

Correspondence also should be equally clear about representation

City letterhead may be used when the Council member is representing the City and the City's official position. A copy of official correspondence should be given to the City Clerk to be filed as part of the permanent public record.

City letterhead will not be used for correspondence of Council members representing a personal point of view, or a dissenting point of view from an official Council position.

VII. Council Relations with Boards and Commissions

The City has established several boards and commissions as a means of gathering more community input. Citizens who serve on boards and commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

If attending a board or commission meeting, be careful to only express personal opinions

Council members may attend any board or commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer – could be viewed as unfairly affecting the process. Any public comments by a Council member at a board or commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

Limit contact with board and commission members to questions of clarification

It is inappropriate for a Council member to contact a board or commission member to lobby on behalf of an individual, business, or developer. It is acceptable for Council members to contact board or commission members in order to clarify a position taken by the board or commission.

Remember that boards and commissions serve the community, not individual Council members

The City Council appoints individuals to serve on boards and commissions, and it is the responsibility of boards and commissions to follow policy established by the Council. But board and commission members do not report to individual Council members, nor should Council members feel they have the power or right to threaten board and commission members with removal if they disagree about an issue. Appointment and re-appointment to a board or commission should be based on such criteria as expertise, attendance records, ability to work with staff and the public, and commitment to fulfilling official duties. A board or commission appointment should not be used as a political "reward."

Be respectful of diverse opinions

A primary role of boards and commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council members may have a closer working relationship with some individuals serving on boards and commissions, but must be fair and respectful of all citizens serving on boards and commissions.

Keep political support away from public forums

Board and commission members may offer political support to a Council member, but not in a public forum while conducting official duties. Conversely, Council members may support board and commission members who are running for office, but not in an official forum in their capacity as a Council member.

Inappropriate behavior can lead to removal

Inappropriate behavior by a board or commission member should be noted to the Mayor, and the Mayor should counsel the offending member. If inappropriate behavior continues, the Mayor should bring the situation to the attention of the Council and the individual is subject to removal from the board or commission.

VIII. Council Relations with the Media

The media (newspapers, radio, television, etc.) frequently contacts Council members for information and quotes.

The best advice for dealing with the media is to never go “off the record”

Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted. Council members should not feel obligated to speak to the media. “No comment” can be an acceptable response.

The Public Information Officer is the official spokesperson for the representative on City positions

The Public Information Officer, appointed by the City Manager is the designated representative to present and speak on the official City position. If the media contacts an individual Council member, the Council member should be clear about whether their comments represent the official City position or a personal viewpoint. Council members are encouraged to refer media contacts to the Public Information Officer.

All City press releases should go through the Public Information Officer’s Office for distribution

The Public Information Officer’s Office maintains up-to-date contact information for all local media outlets that cover Taylor. In order to insure that all media outlets are treated fairly, news releases should be submitted to the PIO’s Office for review and distribution coordination. Some items may be best handled as a “media advisory” or a feature story suggestion. Other items may be best handled as correspondence to a particular group.

Choose words carefully and cautiously

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

Remember the media lives by a tight deadline

Because of the daily demands of the media business, deadlines are one of the most important factors for members of the media in determining what stories will be run. Because of these deadlines, it is essential for Council members to quickly reply to members of the media when they call for information on a story.

IX. Sanctions

Public Disruption

Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council Chambers.

Inappropriate Staff Behavior

Council members should refer to the City Manager any City staff that does not follow proper conduct in their dealings with Council members, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions. Please refer to the section on Council Relations with City Staff for more details on interaction with City staff.

Council Members Behavior and Conduct

City Council members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the City of Taylor and with inter-government agencies). Serious infractions of the Council Relations Policy could lead to other sanctions as deemed appropriate by Council.

Council members should point out the offending Councilmember infractions of the Council Relations Policy. If the offenses continue, then the matter should be referred to the Mayor, City Manager, and/or City Attorney in private. It is the responsibility of the City Manager and/or City Attorney to speak with the offending Council member in private about the offenses.

It is the responsibility of the City Manager and/or City Attorney to inform Council members of the repeated infractions and initiate action if a Council member's behavior may warrant sanction.

X. Principles of Proper Conduct

Proper conduct IS...

- Keeping promises
- Being dependable
- Building a solid reputation
- Participating and being available
- Demonstrating patience
- Showing empathy
- Holding onto ethical principles under stress
- Listening attentively
- Studying thoroughly
- Keeping integrity intact
- Overcoming discouragement
- Going above and beyond, time and time again
- Modeling a professional manner

Proper conduct IS NOT...

- Showing antagonism or hostility
- Deliberately lying or misleading
- Speaking recklessly
- Spreading rumors
- Stirring up bad feelings, divisiveness
- Acting in a self-righteous manner
- Any conduct which could bring disrespect and tarnish the reputation of the Council, their office or the City

It all comes down to respect

Respect for one another as individuals ... respect for the validity of different opinions ... respect for the democratic process ... respect for the community that we serve.

XI. Glossary of Terms

Attitude: The manner in which one shows one's dispositions, opinions, and feelings.

Behavior: External appearance or action; manner of behaving; carriage of oneself.

Civility: Politeness, consideration, courtesy.

Conduct: The way one acts; personal behavior.

Courtesy: Politeness connected with kindness.

Decorum: Suitable, proper, good taste in behavior.

Manners: A way of acting; a style, method, or form; the way in which things are done.

Point of Order: An interruption of a meeting to question whether rules or bylaws are being broken, such as the speaker has strayed from the motion currently under consideration.

Point of Personal Privilege: A challenge to a speaker to defend or apologize for comments that a fellow Councilmember considers offensive.

Propriety: Conforming to acceptable standards of behavior.

Protocol: The courtesies that are established as proper and correct.

Respect: The act of noticing with attention; holding in esteem, courteous regard.

ORDINANCE NO. 99-17

AN ORDINANCE OF THE CITY COMMISSION OF
THE CITY OF TAYLOR, TEXAS, ESTABLISHING
A CODE OF ETHICS; PROVIDING A
SEVERABILITY CLAUSE; PROVIDING A SAVINGS
CLAUSE; AND PROVIDING A PENALTY CLAUSE.

WHEREAS, the City Commission shall faithfully discharge all duties imposed upon it by the City Charter and the Constitution and laws of the State of Texas, independently and impartially deciding all matters brought before it with responsibility to the citizens of the City of Taylor, Texas; and

WHEREAS, the City Commission is the governing body for the City of Taylor, Texas, and must bear responsibility for the integrity of governance; and

WHEREAS, the City Commission shall govern the City with a commitment to preserving the values and integrity of representative local government and democracy; and

WHEREAS, the City Commission will seek to improve the quality and image of public service; and

WHEREAS, the City Commission will commit to improving the quality of life for the individual and the community by being dedicated to the faithful stewardship of the public trust.

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

Section 1.

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

Section 2. DEFINITIONS

For the purposes of this Ordinance:

1. "Benefit" means anything reasonably regarded as economic gain or economic advantage, including benefit

to any other person in whose welfare the beneficiary is interested, but does not include a contribution to expenditure made and reported in accordance with law.

2. "Board" means a board, commission, or committee:
 - A. which is established by City ordinance, charter, interlocal contract, or state law, or
 - B. which serves as the board of a nonprofit development corporation that acts as an instrumentality of the City; and
 - C. any part of whose membership is appointed by the City Commission, but does not include a board, commission, or committee which is the governing body of a separate political subdivision of the state.
3. "Employee" means a person employed and paid a salary by the City whether under civil service or not, including those individuals on a part-time basis, but does not include an independent contractor or City Commissioner.
4. "Negotiating concerning prospective employment" means a discussion between a City officer or employee and another employer concerning the possibility of the City officer or employee considering or accepting employment with the employer, in which discussion the City officer or employee responds in a positive way.
5. "Officer" means a member of the City Commission and any member of a board who is appointed by the City Commission. "Officer" does not include a member of a board:
 - A. that functions only in an advisory or study capacity and which does not have the power to make findings as to the rights of specific parties; or
 - B. of a nonprofit development corporation that acts as an instrumentality of the City.

Section 3. POLICY

(a) It is hereby declared to be the policy of the City that the proper operation of democratic government requires that:

1. public officials and employees be independent, impartial and responsible only to the people of the City;

2. governmental decisions and policy be made using the proper procedures of the governmental structure;
3. no officer or employee have any financial interest, direct or indirect, or engage in any business, transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of his duties in the public interest;
4. public office not be used for personal gain; and
5. the City Commission at all times be maintained as a nonpartisan body.

(b) To implement this Ordinance, the City Commission has determined that it is advisable to enact this Code of Ethics for all officials and employees, whether elected or appointed, paid or unpaid, advisory or administrative, to serve not only as a guide for official conduct of the City's public servants, but also as a basis for discipline for those who refuse to abide by its terms.

(c) Notwithstanding any other provision of this Ordinance, a member of the board of directors of a reinvestment zone established under the Tax Increment Financing Act, as amended, may:

1. own property within that reinvestment zone; and
2. participate in discussions and voting on matters before the board of directors that may directly or indirectly affect the member's property within the reinvestment zone.

SECTION 4. STANDARDS OF CONDUCT

- (a) An officer or employee of the City shall not:
1. Accept or solicit a benefit that might reasonable tend to influence the officer or employee in the discharge of his official duties.
 2. Use his official position to secure special privilege or exemptions for himself or others.
 3. Grant any special consideration, treatment or advantage to a person or organization beyond that which is available to every other person or organization. This shall not prohibit the

granting of fringe benefits to City employees a part of their contract of employment or as an added incentive to the securing or retaining of employees.

4. Disclose information that could adversely affect the property of affairs of the City, or directly or indirectly, use any information understood to be confidential which was gained by reason of his official position or employment for his own personal gain or benefit or for the private interest of others.
5. Transact any business on behalf of the City in his official capacity with any business entity with which he is an officer, agent or member or in which he has a financial interest. In the event that such a circumstance should arise, then he shall make known his interest, and:
 - A. in the case of an officer, leave the room during debate or hearing, refrain from discussing the matter at any time with the members of the body of which he is a member or any other body which will consider the matter and abstain from voting on the matter; or
 - B. in the case of an employee, turn the matter over to his superior for reassignment, state the reasons for doing so and have nothing further to do with the matter involved.
6. Personally provide services for compensation, directly or indirectly, to a person or organization who is requesting an approval, investigation, or determination from the body or department of which the officer or employee is a member. This restriction does not apply to outside employment of an officer if the employment is the officer's primary source of income.
7. Accept other employment or engage in outside activities incompatible with the full and proper discharge of his duties and responsibilities with the City, or which might impair his independent judgment in the performance of his public duty.
8. Personally participate in a decision, approval, disapproval, recommendation, investigation, or rendering of advice in a proceeding, application, request for ruling or determination, contract, claim, or other matter under the jurisdiction of the City, if the officer or employee is

negotiating or has an arrangement concerning prospective employment with a person or organization which has a financial interest in the matter, and, in the case of an employee, it has been determined by the City Manager that a conflict of interest exists. If an officer or employee begins negotiation or enters an arrangement concerning prospective employment with a person or organization that has a financial interest in a matter in which the officer or employee has been participating, the officer or employee shall:

- A. in the case of an employee, immediately notify the official responsible for appointment to his position of the nature of the negotiation or arrangement and, if the City Manager determines that a conflict of interest exists, follow the instructions of the City Manager with regard to further involvement in the matter; or
 - B. in the case of a board member, immediately notify the board of which he is a member the nature of the negotiation or arrangement and:
 - i. refrain from discussing the matter at any time with other board members or members of the City Commission if the City Commission will also consider the matter;
 - ii. leave the room during debate hearing on the matter; and
 - iii. abstain from voting on the matter; or
 - C. in the case of a member of the City Commission, file an affidavit with the City Clerk regarding the nature of the negotiation or arrangement and:
 - i. refrain from discussing the matter at any time with other Commissioners or members of a board that will consider the matter;
 - ii. leave the room during debate or hearing on the matter; and
 - iii. abstain from voting on the matter.
9. Receive any fee or compensation for his services as an officer or employee of the City from any

source other than the City, except as may be otherwise provided by law. This shall not prohibit his performing the same or other services for a public or private organization that he performs for the City if there is no conflict with his City duties and responsibilities.

10. (a) In the case of a member of the City Commission or an employee, personally represent, or appear in behalf of, the private interest of others:

- i. before the City Commission or any City board or department;
- ii. in any proceeding involving the City; or
- iii. in any litigation to which the City is a party.

(b) In the case of a board member, personally represent or appear in behalf of, the private interests of others:

- i. before the board of which he is a member;
- ii. before the City Commission.
- iii. before a board which has appellate jurisdiction over the board of which he is a member; or
- iv. in litigation or a claim to which the City or an employee of the City is a party if the interests of the person being represented are adverse to the City or an employee of the City and the subject of the litigation or claim involves the board on which the board member is serving or the department providing support services to that board.

11. Use the prestige of his position with the City in behalf of any political party.

12. Knowingly perform or refuse to perform any act in order to deliberately thwart the execution of the City ordinances, rules or regulations or the achievement of official City programs.

13. Use City supplies, equipment or facilities for any purpose other than the conduct of official City business.

14. Engage in any dishonest or criminal act or any other conduct prejudicial to the government of the City or that reflects discredit upon the government of the City.

(b) The restrictions in this Section do not apply to business associates of officers or employees, but only personally to the officers and employees themselves.

(c) The restrictions and requirements of Subsection (a)(5) of this Section do not apply to an officer or employee of the City serving as a member of any board, commission, or other entity when transacting business on behalf of the City in an official capacity with that board, commission, or entity, if the officer or employee:

1. was appointed by the Chairman, City Commission, or City Manager to represent the City on the board, commission, or entity; and
2. has no financial interest in the board, commission, or entity or in the business being transacted.

SECTION 5. FINANCIAL INTERESTS

Any officer, whether elected or appointed, who has a financial interest in any matter that is pending before, or that might be considered by, the body of which the officer is a member shall:

1. disclose such interest to the other members of the body;
2. refrain from discussing the matter at any time with any other member of the body of which the officer is a member or with a member of any other body that might consider the matter;
3. leave the room during debate or hearing; and
4. refrain from voting on the matter.

SECTION 6. POLITICAL ACTIVITIES OF OFFICERS

(a) In elections other than for City Commission of the City, a member of the City Commission may not:

1. use the prestige of the member's position with the City on behalf of a candidate;
2. solicit or receive contributions; or
3. serve as the designated campaign treasurer for a candidate as required by Chapter 14, Texas Election Code.

(b) In any election, a member of a City board, commission, or committee, whether governmental or advisory, may not:

1. use the prestige of the member's position with the City on behalf of a candidate;
2. serve as the designated campaign treasurer for a candidate as required by Chapter 14, Texas Election Code.
3. personally solicit or receive contributions for a candidate. A member, however, is not prohibited from serving on a steering committee to plan a program of solicitation and listing the member's name without reference to the office held when the committee as a whole is listed.

(c) Subsections (a)(1) and (b)(1) do not prohibit a member of the City Commission or of a board from lending the member's name in support of a candidate so long as the office held with the City is not mentioned in connection with the endorsement.

SECTION 7. ADDITIONAL EMPLOYMENT

An employee of the City may accept employment from a public utility corporation enjoying the grant of a franchise, privilege, or easement from the City if:

1. the employee is to perform the duties of a security guard for the public utility corporation;
2. the employment is approved by the employee's department head; and
3. the employment does not conflict with his duties as an employee of the City.

SECTION 8. RESTRICTIONS ON CONTRACTING WITH THE CITY OR PROVIDING REPRESENTATION OF OTHERS

(a) An officer or employee in a position that involves significant reporting, decision-making, advisory, or supervisory responsibility who leaves the service or employment of the City may not, within 12 months after leaving that service or employment, represent any other person or organization in any formal or informal appearance:

1. before the City concerning a project for which the person had responsibility as a City officer or employee; or
2. before any other agency on a project for which the person had responsibility as an officer or employee.

(b) A former officer or employee who is subject to the requirements of Subsection (a) shall, during the 24 months after leaving the service or employment of the City, disclose the officer or employee's previous position and responsibilities with the City when representing any other person or organization in any formal or informal appearance before a City agency.

(c) A member of the City Commission or an employee may not, within 12 months after leaving the service or employment of the City, either individually or as the officer or principal of a private business entity:

1. submit a proposal, on behalf of the member or employee or on behalf of a private business entity, to make any City contract that is not required by state law to be competitively bid;
2. negotiate or enter into any City contract that is not required by state law to be competitively bid; or
3. have or acquire any financial interest, direct or indirect, in any City contract that is not required by state law to be competitively bid.

SECTION 9. LIMITATIONS ON EMPLOYEE POLITICAL ACTIVITY AND ON THE HOLDING OF ELECTIVE PUBLIC OFFICE BY AN EMPLOYEE

(a) An employee of the City immediately forfeits employment with the City if:

1. the employee becomes a candidate for election to the Taylor City Commission;
2. the employee becomes a candidate for nomination or election in a partisan election for public office within Williamson County or in a partisan election for a public office, the constituency of which includes all or part of Williamson County;
3. the employee becomes a candidate for nomination or election to an elective public office where the holding of that office will conflict with the full and proper discharge of the employee's duties with the City; or
4. a managerial or supervisory exempt City employee becomes a candidate for nomination or election to an elective public office of an entity having contractual relations with the City that involve the employee's department.

SECTION 10. PENALTY FOR VIOLATION OF ARTICLE; APPEALS

(a) The failure of any officer or employee to comply with this Ordinance or the violation of one or more of the standards of conduct set forth in this Ordinance, which apply to him, shall constitute grounds for all legal remedies provided by law which may include, if permissible, expulsion, reprimand, censure, removal from office, or discharge. In the case of a City Commissioner, the matter shall be decided by a vote of two-thirds of the entire membership of the City Commission.

(b) The Commission hereby adopts the following procedures to implement a Censure Policy:

1. Two or more City Commissioners may file a written notice of censure against another City Commissioners with the City Clerk. The written notice shall set forth the allegation(s) of conduct which the accused Commissioner shall have allegedly violated. A copy shall be delivered to all Commissioners. A written response to the allegation(s) may be filed by the accused Commissioner ten (10) days after receipt thereof. A copy of the notice of censure and response thereto shall be delivered to each Commissioner within two (2) days after the response is filed.

2. On the first regularly called meeting of the Commission, which complies with the Texas Open Meetings Act, after the filing of the notice and response, the City Clerk shall formally read the notice and response into the public record. The Commission, by majority vote, shall thereafter determine whether or not good cause shall exist to set a formal hearing on the merits of the notice of censure or dismiss the allegation(s). If it is determined, based upon the merits, a public hearing is required, a public hearing shall be set on the allegation(s) by the Commission. A vote to hold a public hearing shall not be constructed to be a vote of censure.
3. At a public hearing, the accused City Commissioner has the right to be represented by legal counsel and present witnesses relative to the allegation(s).
4. A public hearing on the allegation(s) and response shall be held at either a regular or special called meeting of the City Commission, which shall be open to the public.
5. At a public hearing, the City Commission will hear evidence concerning the notice of censure. The City Commissioners proffering the charges shall present evidence in support of the allegation(s) contained in the notice of censure. The Commissioner who is the subject of the censure shall have the opportunity to present evidence to support his or her position with respect to the notice of censure. After receiving evidence at an open public meeting, the City Commission shall then take a roll-call vote, after motion duly made and seconded, two-thirds of all members of the City Commission shall be required to sustain the censure of the Commissioner.

(c) In the case of an employee of the City, disciplinary action and appeals therefrom shall be in conformance with procedures established by the City Charter and personnel rules and regulations.

(d) In the case of members of boards or committees, the matters shall be decided by a majority vote of the City Commission.

(e) The decision of the bodies authorized to hear violations shall be final in the absence of bias, prejudice or fraud.

Section 11. SEVERABILITY CLAUSE

If any provision of this Ordinance or its application to any person or circumstances is held invalid for any reason, the invalidity does not affect any other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this extent the provisions of this Ordinance are declared to be severable.

Section 12. SAVINGS CLAUSE

An offense committed before the effective date of this Ordinance is governed by the prior law in effect when the offense was committed and the former law is continued in effect for this purpose.

Section 13. REPEALING CLAUSE

All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

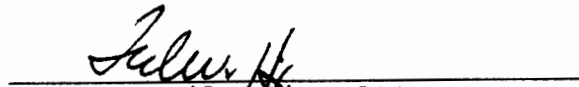
INTRODUCED, PASSED, APPROVED and ADOPTED on the first reading this the 24 day of August, 1999.


Calvin Janak, Chairman
Board of Commissioners

ATTEST:


Barbara S. Belz, City Clerk

APPROVED AS TO FORM:

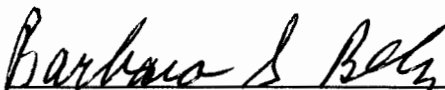

Ted W. Hejl, City Attorney

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PASSED, APPROVED and ADOPTED on the second reading this
the 30 day of August, 1999.


Calvin Janak, Chairman
Board of Commissioners

ATTEST:


Barbara S. Belz, City Clerk

APPROVED AS TO FORM:

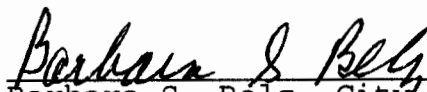

Ted W. Hejl, City Attorney

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PASSED, APPROVED and ADOPTED on third and final reading
this the 31 day of August, 1999.


Calvin Janak, Chairman
Board of Commissioners

ATTEST:


Barbara S. Belz, City Clerk

APPROVED AS TO FORM:


Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Barbara S. Belz, 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. 99-17, passed and approved by the City Commission of the City of Taylor, Texas, on the 31 day of August, 1999, 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 31 day of August, 1999.



Barbara S. Belz
City Clerk



City Council Meeting October 21, 2010 Agenda Item Transmittal

Agenda Item #: 7

Agenda Title: Discuss and receive a report in regards to a potential refunding opportunity for the City's 1997 Revenue Bonds and 2002 General Obligation Bonds.

Council Action to be taken: No action at this time.

Initiating Department: Finance Department

Staff Contact: Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

Our financial advisors (Specialize Public Finance, Inc) have made us aware of a potential refunding opportunity for the City's 1997 Revenue Bonds and 2002 GO Bonds. As interest rates continue to drop, this is a perfect opportunity for us to proceed with refunding of these bonds.

2. DESCRIPTION/ JUSTIFICATION

Both bonds will be refunded as GO Bonds, legally we can refund both outstanding issues as one new bond issue if we were to sell them as General Obligation Refunding Bonds. This would mean changing the legal pledge on the revenue bonds from a utility pledge to a tax pledge. Just as we did last year with the Certificates of Obligations (Series 2009 GO Refunding Bonds).

We will still repay the debt service with utility revenues, even if the pledge is legally tax supported. By doing this we would get the added benefit of lower GO interest rates (as compared to higher revenue bond interest rates). By combining both outstanding issues into one GO Refunding Bond, the total savings would jump to \$278,052, or 6.449%. This is illustrated your packet as attachment "Taylor GO Rev Refunding".

A refunding bond issue is one whose proceeds are used to retire the outstanding debt of a prior bond issue. Just to list a few advantages to refunding:

- Refunding bonds will result in savings because the interest rate on the new bonds is lower than the interest rate on the existing bonds.
- Refunding bonds will be used to remove restrictive bond covenants that apply to existing bonds. (Series 1997)
- We can use refunding bonds to restructure debt service payments. However, in this case the bonds will still have the same years remaining for payment, which is built into the debt schedule.

The only disadvantages to refunding bonds is that they have the same types of issuance costs as a new issue, thus we are in essence repeating these costs during the life of the debt.

We do have to have another bond rating meeting with a bond rating agency. In the past, we have used Standard & Poor's, but based on our last bond rating experience with them, we opted to use another rating agency. Jennifer Douglas (SPFI), our financial advisor, will be negotiating with Fitch Bond Rating Agency to conduct the bond rating. If this can't be accomplished, then we would ask for another bond rating from Standard & Poor's. Also, we are in the process of looking for another bond attorney to handle this issuance and will be talking to the firm of Andrew & Kurth, LLP.

This would be a positive step moving forwarding with this process.

3. FINANCIAL/BUDGET

If approved on November 4th, the result would be a potential savings of \$278,052 over the life of the bonds.

4. TIMELINE CONSIDERATIONS

This will be on the Council agenda on November 4th, seeking approval to proceed with the Refunding of these bonds. Because the bond market is so time sensitive, we will be asking City Council to give the City Manager authorization to make the decision on the selling of the bonds with the advice from our financial advisor.

5. RECOMMENDATION

Discuss and consider as an item on the November 4th agenda.

6. REFERENCE FILES

7a. [Taylor GO Rev Refunding](#)

7b. [Summary Refunding Timetable](#)



City of Taylor, Texas
General Obligation Refunding Bonds, Series 2010 (“Bonds”)
Scenario 1

Refunding Analysis

Original Issue Outstanding:

Water Works & Sewer System Revenue Bonds, Ser 97	\$2,650,000
General Obligation Refunding & Improvement Bonds, Ser 02	\$1,445,000

Interest Rates on Refunded Bonds:	4.210 - 5.00%
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Call Date:

Series 1997	Current
Series 2002	8/15/2012

Projected Refunding Issue:	\$4,060,000
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Estimated Interest Rate on Refunding Bonds (same term):	2.210%
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Annual Estimated Savings:	\$278,052
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Estimated Present Value Savings	6.449%
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Negative Arbitrage:	\$46,056
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Refunding Summary as of September 30, 2010 *

				FYE 9/30	Prior Net D/S	New Net D/S	Savings
Refunded Debt:				2011	\$ 543,415	\$ 537,553	\$ 5,862
	<u>Maturities</u>	<u>Amount</u>	<u>Callable</u>	2012	538,217	499,568	38,650
WW&SS Rev, Series 1997	2012-2020	\$ 4,600,000	current	2013	537,361	504,000	33,361
GO Ref & Imp Bds, Series 2002	2013-2021	\$ 1,120,000	8/15/2012	2014	545,613	505,600	40,013
				2015	542,569	502,000	40,569
				2016	838,751	798,300	40,451
				2017	840,692	798,500	42,192
				2018	171,073	160,850	10,223
				2019	169,283	161,650	7,633
				2020	127,250	122,300	4,950
				2021	126,750	119,000	7,750
				2022	126,000	119,600	6,400
					<u>\$ 5,106,973</u>	<u>\$ 4,828,921</u>	<u>\$ 278,052</u>
Avg Coupon Range on Refunded Bonds:							
			4.21%-5.00%				
Preliminary Summary of Results							
Delivery Date			12/1/2010				
Est. True Interest Cost			2.210%				
Par Amount of Refunding Bonds			\$ 4,060,000				
Maturing			2011 - 2022				
Total Debt Service Savings			\$ 278,052				
Net Present Value Savings (\$)			\$ 247,323				
Net Present Value Savings (%)			6.449%				

* All financing assumptions are as of September 30, 2010 for purposes of illustration only. Preliminary, subject to change.
Preliminary savings are net of all estimated financing costs.

City of Taylor, Texas

\$4,060,000.00 General Obligation Refunding Bonds, Series 2010
preliminary as of September 30, 2010

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
09/30/2011	436,680.01	114,030.02	537,553.32	543,415.02	5,861.70
09/30/2012	390,000.00	109,567.50	499,567.50	538,217.00	38,649.50
09/30/2013	504,000.00	-	504,000.00	537,360.50	33,360.50
09/30/2014	505,600.00	-	505,600.00	545,613.00	40,013.00
09/30/2015	502,000.00	-	502,000.00	542,569.00	40,569.00
09/30/2016	798,300.00	-	798,300.00	838,751.00	40,451.00
09/30/2017	798,500.00	-	798,500.00	840,692.00	42,192.00
09/30/2018	160,850.00	-	160,850.00	171,072.50	10,222.50
09/30/2019	161,650.00	-	161,650.00	169,282.50	7,632.50
09/30/2020	122,300.00	-	122,300.00	127,250.02	4,950.02
09/30/2021	119,000.00	-	119,000.00	126,750.02	7,750.02
09/30/2022	119,600.00	-	119,600.00	126,000.00	6,400.00
Total	\$4,618,480.01	\$223,597.52	\$4,828,920.82	\$5,106,972.56	\$278,051.74

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	234,166.42
Net PV Cashflow Savings @ 2.709%(AIC)	234,166.42
Accrued Interest Credit to Debt Service Fund	8,100.00
Contingency or Rounding Amount	5,056.71
Net Present Value Benefit	\$247,323.13
Net PV Benefit / \$3,835,000 Refunded Principal	6.449%

Refunding Bond Information

Refunding Dated Date	11/01/2010
Refunding Delivery Date	12/01/2010

City of Taylor, Texas

\$4,060,000.00 General Obligation Refunding Bonds, Series 2010
preliminary as of September 30, 2010

Debt Service To Maturity And To Call

Date	Refunded Bonds	Interest to Call	D/S To Call	Principal	Interest	Refunded D/S
09/30/2011	2,650,000.00	103,871.94	2,753,871.94	255,000.00	174,385.00	429,385.00
09/30/2012	1,235,000.00	59,000.00	1,294,000.00	265,000.00	163,649.50	428,649.50
09/30/2013	-	-	-	385,000.00	152,360.50	537,360.50
09/30/2014	-	-	-	410,000.00	135,613.00	545,613.00
09/30/2015	-	-	-	425,000.00	117,569.00	542,569.00
09/30/2016	-	-	-	740,000.00	98,751.00	838,751.00
09/30/2017	-	-	-	775,000.00	65,692.00	840,692.00
09/30/2018	-	-	-	140,000.00	31,072.50	171,072.50
09/30/2019	-	-	-	145,000.00	24,282.50	169,282.50
09/30/2020	-	-	-	110,000.00	17,250.02	127,250.02
09/30/2021	-	-	-	115,000.00	11,750.02	126,750.02
09/30/2022	-	-	-	120,000.00	6,000.00	126,000.00
Total	\$3,885,000.00	\$162,871.94	\$4,047,871.94	\$3,885,000.00	\$998,375.04	\$4,883,375.04

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	11/01/2010
Average Life	5.400 Years
Average Coupon	4.7587368%
Weighted Average Maturity (Par Basis)	5.317 Years

Refunding Bond Information

Refunding Dated Date	11/01/2010
Refunding Delivery Date	12/01/2010

City of Taylor, Texas

\$4,060,000.00 General Obligation Refunding Bonds, Series 2010
preliminary as of September 30, 2010

Sources & Uses

Dated 11/01/2010 | Delivered 12/01/2010

Sources Of Funds

Par Amount of Bonds	\$4,060,000.00
Reoffering Premium	113,183.10
Accrued Interest from 11/01/2010 to 12/01/2010	8,100.00

Total Sources	\$4,181,283.10
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Uses Of Funds

Total Underwriter's Discount (0.750%)	30,450.00
Costs of Issuance	65,000.00
Gross Bond Insurance Premium	32,329.35
Deposit to Debt Service Fund	8,100.00
Deposit to Net Cash Escrow Fund	4,040,347.04
Rounding Amount	5,056.71

Total Uses	\$4,181,283.10
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City of Taylor, Texas

\$4,060,000.00 General Obligation Refunding Bonds, Series 2010

preliminary as of September 30, 2010

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/01/2010	-	-	-	-	-
02/15/2011	-	-	28,080.01	28,080.01	-
08/15/2011	360,000.00	2.000%	48,600.00	408,600.00	-
09/30/2011	-	-	-	-	436,680.01
02/15/2012	-	-	45,000.00	45,000.00	-
08/15/2012	300,000.00	2.000%	45,000.00	345,000.00	-
09/30/2012	-	-	-	-	390,000.00
02/15/2013	-	-	42,000.00	42,000.00	-
08/15/2013	420,000.00	2.000%	42,000.00	462,000.00	-
09/30/2013	-	-	-	-	504,000.00
02/15/2014	-	-	37,800.00	37,800.00	-
08/15/2014	430,000.00	2.000%	37,800.00	467,800.00	-
09/30/2014	-	-	-	-	505,600.00
02/15/2015	-	-	33,500.00	33,500.00	-
08/15/2015	435,000.00	2.000%	33,500.00	468,500.00	-
09/30/2015	-	-	-	-	502,000.00
02/15/2016	-	-	29,150.00	29,150.00	-
08/15/2016	740,000.00	2.000%	29,150.00	769,150.00	-
09/30/2016	-	-	-	-	798,300.00
02/15/2017	-	-	21,750.00	21,750.00	-
08/15/2017	755,000.00	3.000%	21,750.00	776,750.00	-
09/30/2017	-	-	-	-	798,500.00
02/15/2018	-	-	10,425.00	10,425.00	-
08/15/2018	140,000.00	3.000%	10,425.00	150,425.00	-
09/30/2018	-	-	-	-	160,850.00
02/15/2019	-	-	8,325.00	8,325.00	-
08/15/2019	145,000.00	3.000%	8,325.00	153,325.00	-
09/30/2019	-	-	-	-	161,650.00
02/15/2020	-	-	6,150.00	6,150.00	-
08/15/2020	110,000.00	3.000%	6,150.00	116,150.00	-
09/30/2020	-	-	-	-	122,300.00
02/15/2021	-	-	4,500.00	4,500.00	-
08/15/2021	110,000.00	4.000%	4,500.00	114,500.00	-
09/30/2021	-	-	-	-	119,000.00
02/15/2022	-	-	2,300.00	2,300.00	-
08/15/2022	115,000.00	4.000%	2,300.00	117,300.00	-
09/30/2022	-	-	-	-	119,600.00
Total	\$4,060,000.00	-	\$558,480.01	\$4,618,480.01	-

City of Taylor, Texas

\$4,060,000.00 General Obligation Refunding Bonds, Series 2010
preliminary as of September 30, 2010

Debt Service Schedule

Part 2 of 2

Yield Statistics

Accrued Interest from 11/01/2010 to 12/01/2010	8,100.00
Bond Year Dollars	\$20,759.56
Average Life	5.113 Years
Average Coupon	2.6902311%
Net Interest Cost (NIC)	2.2917008%
True Interest Cost (TIC)	2.2077294%
Bond Yield for Arbitrage Purposes	2.2146826%
All Inclusive Cost (AIC)	2.7086676%

IRS Form 8038

Net Interest Cost	2.0365007%
Weighted Average Maturity	5.144 Years



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

City of Taylor, Texas Summary Timetable for Issuance of General Obligation Refunding Bonds, Series 2010

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| Week of November 1, 2010 | • | Rating agency meeting with City Staff. |
| *Thursday, November 4, 2010* | • | City Council adopts an ordinance authorizing the issuance of the Bonds and directing the City Manager and/or Mayor to act as pricing agent if City Council parameters are met. |
| Wednesday, November 10, 2010 | • | Ratings are received. |
| Thursday, November 11, 2010 | • | Preliminary Official Statement is electronically distributed by financial advisor. |
| Tuesday, November 16, 2010 | • | Bonds are priced with underwriters by financial advisor (tentative date, based on market conditions.) |
| | • | Bonds are awarded to underwriter by signature of City Manager or Mayor, assuming parameters established by City Council are met. |
| *Tuesday, November 23, 2010* | • | SPFI briefs Council on sale results. |
| Tuesday, December 14, 2010 | • | Closing. Bonds are delivered and existing bonds redeemed. |

* Requires Official Council Meeting.