

AGENDA

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

OCTOBER 8, 2009, 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.)

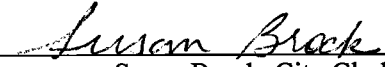
1. Minutes for September 22, and September 29, 2009. (Susan Brock)
2. Ordinance 2009-31 repealing agreement with the TVFD. (Chief Watson)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

3. Consider awarding bid for Safe Routes to School project. (Danny Thomas; Casey Sledge)
4. Consider professional services agreement with MuniServices for consulting services regarding hotel/motel occupancy tax. (Rosemarie Dennis)
5. Consider introducing Ordinance 2009-32 creating a Municipal Drainage Utility System. (Jim Dunaway)
6. Consider receiving informational report from the Taylor Family YMCA. (Jennifer Bullock)
7. Continue discussion on cemetery rules and regulations. (Danny Thomas)
8. Consider establishing fiscal year and approving hotel/motel tax agreement with Taylor Chamber of Commerce. (Jim Dunaway)
9. Consider establishing a policy regarding unattended children at the Taylor Public Library. (Karen Ellis)
10. Consider approving lease agreement with Taylor Volunteer Fire Department for facility located on Victoria Street. (Chief Watson)
11. Consider introducing Ordinance 2009-30 amending local renewal period for alcoholic beverage permits in the City. (Susan Brock)
12. Consider approving Resolution R09-23 to nominate candidates for the Board of Directors of the Williamson Central Appraisal District. (Jim Dunaway)
13. Consider approving Resolution R09-14 authorizing the Mayor to enter into an agreement with the City of Hutto regarding extraterritorial jurisdiction. (Bob vanTil)

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 5, 2009 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 8, 2009
Agenda Item Transmittal***

Agenda Item #: 1
Agenda Title: Minutes for September 22 and September 29, 2009.
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, 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, September 22, 2009
- 1b. Minutes, September 29, 2009

The City Council of the City of Taylor met on September 22, 2009 at City Hall, 400 Porter St., Taylor, Texas. Mayor Hortenstine declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Mayor Pro Tem Ella Pumphrey Jez
Council Member Christopher Gonzales
Council Member Donald Hill
Council Member John McDonald

City Manager, Jim Dunaway
City Attorney, Ted Hejl
City Clerk, Susan Brock

INVOCATION

Chief Jeff Straub led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

No citizens came forward to address the Council.

CONSENT AGENDA

1. MINUTES FOR SEPTEMBER 3 AND SEPTEMBER 10, 2009.
2. ORDINANCE 2009-28, AMENDING THE SIGN ORDINANCE.

ORDINANCE NO. 2009-28

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ORDINANCE NO. 2008-20 BY ALLOWING PERMISSIBLE TIME AND TEMPERATURE SIGNS THAT ARE FLASHING, BLINKING OR HAVING TRAVELING LIGHTS OR ERRATIC OR OTHER MOVING PARTS LOCATED ON ARTERIAL ROADS TO HAVE A LARGER SIZE THEN THE SAME TYPE SIGN ON OTHER ROADS; AND AMENDING THE HEIGHT AND DISTANCE FOR SIGNS IN VARIOUS ZONES WITHIN THE CITY; PROVIDING A SEVERABILITY CLAUSE.

3. RESOLUTION R09-22 AUTHORIZING CAPCOG RECYCLING GRANT APPLICATION
4. CONCUR WITH PRELIMINARY FINANCIALS FOR AUGUST, 2009
Council Member Hill moved to approve the consent agenda as presented and Mayor Pro Tem Jez seconded the motion. VOTE: Five voted Aye. Motion passed.

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

5. RECOGNITION OF WILLIE SHAW, COMMISSIONER OF THE YEAR, HOUSING AUTHORITY.
Mayor Hortenstine asked Council Member Hill to present Mr. Willie Shaw with a Certificate of Recognition. Mr. Steve Shorts and the Taylor Housing Authority Board joined in expressing their appreciation to Mr. Shaw for his community service and his recent naming as the Commissioner of the Year by the Southwest National Association of Housing and Residential Officers.

6. PROCLAMATION; CELEBRATING MAIN STREET 10TH ANNIVERSARY.

Mayor Hortenstine presented a proclamation to Ms. Jean Johnson, Main Street Director, and the Main Street Advisory Board members Ms. Irene Michna and Ms. Jan Konarik in honor of their tenth year as a city sponsored program.

7. CONSIDER ACCEPTING A \$4,000.00 INCENTIVE AWARD FROM THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE 'CLICK IT OR TICKET' SAFETY PROGRAM.

Chief Jeff Straub informed Council that the City of Taylor Police Department was selected at random to receive a financial award for their participation in the annual "Click It or Ticket" safety program. Federal and state officials set aside funds to help support this program and to educate the public about wearing seat belts during the month of May. Ms. Little with the Texas Department of Transportation made the presentation of the award which is designated for traffic safety equipment and/or education purposes. Ms. Little stated that fifteen such awards were made statewide and the City of Taylor was selected from a total group of 143 participants.

Council Member McDonald moved to accept the \$4,000 incentive award and Council Member Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

8. CONSIDER ADOPTING OFFICIAL COMMUNITY BRAND.

Mr. Jason Ford, President of the Taylor Economic Development Corporation and Chair of the Taylor Marketing Team presented the results of a combined effort to develop a new community brand. Ms. Lisa Mack with GoGo Creative conducted the community research behind the development of the brand and provided council with an overview of the process.

Council Member McDonald moved to adopt the new community brand and tagline of "Taylor: The Zest of Texas" and Council Member Hill seconded the motion. VOTE: Five voted AYE. Motion passed.

9. CONTINUE DISCUSSION AND CONSIDER ADOPTING ORDINANCE 2009-29 AMENDING THE FEE ORDINANCE REGARDING FEES FOR CITY SERVICES.

Ms. Rosemarie Dennis, Finance Director, provided an update on changes to the fee schedule previously presented. She noted that the cemetery headstone leveling fee was removed since this service is no longer provided. Council Member McDonald emphasized that even with the 10% increase in water fees this still represents a lower amount being paid than the time prior to the sale of the water treatment plant six years ago. Since the previous meeting Mayor Hortenstine reported that the park fees have now been approved by the Park and Recreation Advisory Board.

Council Member Hill moved to approve Ordinance 2009-29 as presented and Mayor Pro Tem Jez seconded the motion. VOTE: Five voted AYE. Motion passed.

10. CONTINUE DISCUSSION REGARDING AMENDING CEMETERY RULES AND REGULATIONS.

Mr. Danny Thomas, Director of Public Works, reopened the discussion regarding cemetery rules. Several citizens came forward to express their thoughts on the issue of rules regarding the placement of personal items on gravesites including Joe Susan, Laura Preuss, and Kimberly Torres. After much discussion Council Member McDonald moved to

to approve the hours of access as presented from 7am to 7pm seven days a week, effective October 1 and to continue the discussion on the other issues at a later meeting. Mayor Pro Tem Jez seconded the motion. VOTE: Five voted AYE. Motion passed.

11. CONSIDER REINTRODUCTION OF ORDINANCE 2009-16 REGARDING RECOMMENDATIONS OF THE STREET AND FACILITIES NAMING COMMITTEE. Mr. Bob vanTil, Director of Community Development, presented a request to consider the recommendations of the Street and Facilities Naming Committee.

After much discussion, Mayor Hortenstine asked Mr. Hejl to read the caption and officially reintroduce the ordinance, however Mr. Hejl stated that he felt it was not necessary to reintroduce the ordinance and recommended Council approve the document before them.

ORDINANCE 2009-16

AN ORDINANCE PROVIDING FOR THE NAMING OF STREETS WITHIN THE CITY OF TAYLOR, TEXAS; PROVIDING A REPEALING CLAUSE; AND PROVIDING A SEVERABILITY CLAUSE

Council Member Hill moved to approve Ordinance 2009-16 as presented with the amended exhibits. Prior to a second, Mayor Pro Tem Jez asked to consider the ordinance without Lorax Lane included but was reminded that the motion on the floor was still active and action was needed in the form of a second and a vote prior to any other action.

Council Member Gonzales seconded the motion: VOTE: Three voted AYE; two NO (Mayor Pro Tem Jez and Mayor Hortenstine). Motion passed. No further action was needed.

12. CONSIDER ACCEPTING REPORT FROM TAYLOR CHAMBER OF COMMERCE. Mr. Rob Bauman, President, Taylor Chamber of Commerce, presented his first report to City Council regarding Hotel/Motel tax funds. Mayor Hortenstine expressed his appreciation for his efforts and said that staff will continue to work with him in narrowing the focus of the report to specific items related to the use of hotel/motel funds.

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

13. CONSIDER ANNUAL HOTEL/MOTEL TAX AGREEMENT WITH TAYLOR CHAMBER OF COMMERCE.

Mr. Dunaway presented a request to consider renewing the annual agreement with the Taylor Chamber of Commerce with some amendments. There was some discussion on which calendar to use for both the reports to Council and the budget year.

Council Member McDonald moved to table this item until the agreement can be edited regarding how to establish the fiscal year for the Chamber and Council Member Hill seconded the motion. VOTE: Five voted AYE. Motion passed. This item will be brought back on October 8, 2009 with changes as indicated.

14. CONSIDER INTRODUCING ORDINANCE 2009-31 REPEALING THE ORDINANCE AND AGREEMENT WITH THE TAYLOR VOLUNTEER FIRE DEPARTMENT.

Chief Bruce Watson presented a request to consider introducing an ordinance that would sever the current agreement between the Taylor Volunteer Fire Department and the Taylor Fire Department.

After much discussion, Mayor Hortenstine asked Mr. Hejl to read the caption and officially introduce the ordinance.

ORDINANCE NO. 2009-31

REPEALING CHAPTER XXIV OF THE REVISED CIVIL AND CRIMINAL ORDINANCES OF THE CITY OF TAYLOR, TEXAS, DATED 1895, PROVIDING SUPPORT AND MAINTENANCE OF THE VOLUNTARY FIRE DEPARTMENT OF THE CITY OF TAYLOR; TERMINATING ALL SUPPORT AND MAINTENANCE OF THE TAYLOR VOLUNTARY FIRE DEPARTMENT; SEPARATING THE TAYLOR VOLUNTARY FIRE DEPARTMENT AS A FUNCTION OF THE CITY; ACKNOWLEDGING THE TAYLOR FIRE DEPARTMENT AS A SEPARATE NON PROFIT CORPORATE ENTITY NOT ASSOCIATED WITH THE CITY; ACKNOWLEDGING THE TAYLOR FIRE DEPARTMENT AS THE ONLY FIRE FIGHTING FORCE OF THE CITY OF TAYLOR; PROVIDING SEVERABILITY AND REPEALER CLAUSES.

15. CONSIDER AUTHORIZING A CAPITAL LEASE PURCHASE AGREEMENT WITH JOHN DEERE FOR EQUIPMENT.

Ms. Dennis presented a request to consider a lease purchase agreement with John Deere for a lease and lease purchase of park maintenance equipment. Bigon Implement Company from Taylor will be providing some of the equipment and the remaining pieces will come direct from John Deere.

Mayor Pro Tem Jez moved to approve the lease purchase agreement as presented for the purchase of park maintenance equipment and Council Member McDonald seconded the motion. VOTE: Five voted AYE. Motion passed.

16. CONSIDER SENDING LETTER TO THE TAYLOR INDEPENDENT SCHOOL DISTRICT REGARDING THEIR RECENT IMPROVEMENT IN RATINGS.

Mayor Hortenstine presented a draft letter for council signatures regarding the recent improvement in ratings of the TISD from the Texas Education Agency.

Council Member McDonald moved to approve the letter as presented and Mayor Pro Tem Jez seconded the motion. VOTE: Five voted AYE. Motion passed.

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

18. EXECUTIVE SESSION II. The Taylor City Council will hold a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551.071 of the Local Government Code, in order to meet with it's City Attorney on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas authorize and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act.

Council adjourned into closed session at 8:00 p.m.

19. CONSIDER ACTION FROM EXECUTIVE SESSIONS.

Council returned to open session at 10:20 p.m. and stated that no other action was taken during Executive Session.

ADJOURN

With no further business; Mayor Hortenstine adjourned the meeting at 10:20 p.m.

Rod Hortenstine, Mayor

ATTEST:

Susan Brock, City Clerk

The City Council of the City of Taylor met on September 29, 2009 at City Hall, 400 Porter St., Taylor, Texas. Mayor Hortenstine declared a quorum and called the special meeting to order at 6:00 p.m. with the following present:

Mayor Pro Tem Ella Pumphrey Jez	City Manager, Jim Dunaway
Council Member Christopher Gonzales	City Attorney, Ted Hejl
Council Member Donald Hill	City Clerk, Susan Brock
Council Member John McDonald	

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

1. DISCUSS AND CONSIDER TAKING ACTION RELATED TO FUTURE PLANS FOR ANNEXATION.

Mr. Bob vanTil, Director of Community Development, presented an overview of current and proposed annexation for the city. After much discussion regarding services, property value, resident population, and a strategic plan for future annexations, Mayor Pro Tem Jez moved to move forward with annexation proceedings for the areas discussed and agreed upon as displayed on a strategic map: B3, D3, C2-3 and a one thousand foot portion on the extreme west side of A3-1. Council Member Hill seconded the motion. VOTE: Five voted AYE. Motion passed.

ADJOURN

With no further business; Mayor Hortenstine adjourned the meeting at 7:10 p.m.

Rod Hortenstine, Mayor

ATTEST:

Susan Brock, City Clerk



***City Council Meeting
October 8, 2009
Agenda Item Transmittal***

Agenda Item #: 2
Agenda Title: Ordinance 2009-31 amending the agreement with the Taylor Volunteer Fire Department.
Council Action to be taken: Adopt by Consent
Initiating Department: Taylor Fire Department
Staff Contact: Chief Bruce Watson

1. INTRODUCTION/PURPOSE

The Taylor Volunteer Fire Department has requested separation from the City of Taylor, which requires an amendment to the agreement by ordinance.

2. DESCRIPTION/ JUSTIFICATION

The Taylor Volunteer Fire Department ("TVFD"), a department of the City, in order to maintain control of their revenue generated from Williamson County for fire responses, donations, fundraisers and bingo; have by notice to the City, requested separation from the City in order to form a tax-exempt, non-profit entity without control, support and supervision from, or responsibly to, the City.

3. FINANCIAL/BUDGET

In the past, we have used several of the volunteer apparatus (brush truck(s) and tanker) to supplement our needs. With the separation, this equipment will no longer be at our disposal. Estimated cost to purchase like apparatus for (2) brush trucks and (1) tanker is approximately \$360,000.

4. TIMELINE CONSIDERATIONS

If approved, the ordinance would become in affect immediately upon final vote.

5. RECOMMENDATION

Staff recommends approval of ordinance 2009-31 as submitted.

6. REFERENCE FILES

2a. Ordinance 2009-31

ORDINANCE NO. 2009-31

REPEALING CHAPTER XXIV OF THE REVISED CRIMINAL ORDINANCES OF THE CITY OF TAYLOR DATED 1895, PROVIDING SUPPORT AND THE VOLUNTARY FIRE DEPARTMENT OF TAYLOR; TERMINATING ALL SUPPORT AND OF THE TAYLOR VOLUNTARY FIRE DEPARTMENT; SEPARATING THE TAYLOR VOLUNTARY FIRE DEPARTMENT AS A FUNCTION OF THE CITY; ACKNOWLEDGING THE TAYLOR VOLUNTEER FIRE DEPARTMENT AS A SEPARATE NON PROFIT CORPORATE ENTITY NOT ASSOCIATED WITH THE CITY; ACKNOWLEDGING THE TAYLOR FIRE DEPARTMENT AS THE ONLY FIRE FIGHTING FORCE OF THE CITY OF TAYLOR; PROVIDING SEVERABILITY AND REPEALER CLAUSES.

WHEREAS, the Taylor Volunteer Fire Department ("TVFD") by notice to the City requested separation from the City in order to operate and function as a separate tax exempt non profit entity without control, support, supervision from or responsibility to the City; and

WHEREAS, the City desires approval of the TVFD request to become a separate legal entity terminating control, support, supervision, responsibility and authority over and liability from the TVFD; and

WHEREAS, Chapter XXIV of the Revised Civil and Criminal Ordinances establishing the TVFD as a function of the City is repealed by this Ordinance; and

WHEREAS, all fire fighting duties for the City shall be vested in the Taylor Fire Department; and

WHEREAS, the Taylor Fire Chief is directed to identify all TVFD equipment and separate such equipment from equipment owned by the City; and

WHEREAS, written agreements having mutual consideration shall be required for all transactions between the City and the TVFD after the passage of this Ordinance as required for all other City agreements with third party entities.

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

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

Section 2. Chapter XXIV of the Revised Civil and Criminal Ordinances of the City of Taylor, Texas, dated 1895, providing support and maintenance of the Voluntary Fire Department of the City of Taylor is repealed.

Section 3. The Taylor Volunteer Fire Department as a function of the City is hereby terminated.

Section 4. All control, support, and supervision by the City over the TVFD is terminated and the City shall have no responsibility over or liability from the TVFD acknowledging the TVFD as a legal entity with no affiliation to the City.

Section 5. All equipment owned by the TVFD upon passage of this Ordinance shall be identified by the City and separated from equipment owned by the City.

Section 6. The City shall hereafter require written agreements with consideration for all transactions between the City and the TVFD.

Section 7. If any paragraph, sentence, phrase or other portion of this Ordinance should be declared to be unconstitutional by a court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance and all portions of the Ordinance not held to be invalid shall continue and remain in full force and effect.

Section 8. All provisions of any Ordinance of the City of Taylor, Texas, in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City

Council of the City of Taylor, Texas, on the 22nd day of September, 2009.

PASSED, APPROVED and ADOPTED on this the _____ day of _____, 2009.

Rodney Hortenstine,
Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

Witness my hand and seal of office this, the _____ day of _____, 2009.

Susan Brock, City Clerk



***City Council Meeting
October 8, 2009
Agenda Item Transmittal***

Agenda Item #: 3
Agenda Title: Consider awarding bid for Safe Routes to School project.
Council Action to be taken: Award bid to recommended firm.
Initiating Department: Department of Public Works
Staff Contact: Danny Thomas, Director
Casey Sledge, Consulting Engineer

1. INTRODUCTION/PURPOSE

The Safe Routes to School sidewalk project was successfully bid as planned opening on 9/30/09. The project consists of new sidewalks to connect existing schools to each other and to neighborhoods to increase pedestrian usage and safety. The primary routes include Mallard Lane, TH Johnson, Pinehurst, and Sherry Drive.

2. DESCRIPTION/ JUSTIFICATION

The City and the TISD received a \$750,000 grant for this project. TxDOT has approved the plans. The construction will be directly contracted by the City. The low bidder is Muniz Concrete and Contracting from Austin, TX. Muniz has extensive sidewalk experience in Central Texas and all references have checked well. The bid price is well below the estimated cost. The Council may want to consider authorizing a contingency for staff. Staff will continue discussions with TxDOT to get approvals to spend the balance of the grant by possibly expanding the scope of work.

3. FINANCIAL/BUDGET

The low bid amount is \$320,274.73. Adding a 10% contingency for use would total \$352,302.20. The grant will cover this entire amount. If the City chooses to replace landscaping or other similar improvements, the cost could not be covered by the grant due to the Agreement with TxDOT.

4. TIMELINE CONSIDERATIONS

The project is ready for Award and construction pending TxDOT concurrence.

5. RECOMMENDATION

Award the contract to Muniz Concrete and Contracting in the amount \$320,274.73
contingent on concurrence of Award by TxDOT.

6. REFERENCE FILES

3a KSA's Recommendation letter
3b Muniz Contractor Qualifications

4833 Spicewood Springs Road, Suite 204
Austin, Texas 78759
T 512.342.6868 F 512.342.6877 www.ksaeng.com



1 October 2009

Mr. Jim Dunaway
City of Taylor
400 Porter Street
Taylor, TX 76574

Via Mail and Email

**RE: City of Taylor Safe Routes to School Sidewalk Improvements
Federal Aid Project No. STP 2008 (628) SRS / TxDOT CSJ 0320-04-022
Bid Tabulation and Award Recommendation**

Dear Mr. Dunaway:

Bids for the above referenced project were received at 2:00 p.m. on Wednesday, September 30, 2009, at Taylor City Hall and publicly read at the same time, date, and location. KSA Engineers, Inc. has reviewed the bids and prepared a Bid Tabulation indicating bid results. The Bid Tabulation is enclosed for your review.

Ten (10) bids were submitted. One bid was found to have an error in the summation of all unit prices stated in the Bid Schedule, and the correct bid total is included in the attached Bid Tabulation. No other irregularities were found with the submitted bids.

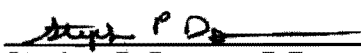
The low bidder is Muniz Concrete & Contracting, Inc., from Austin, Texas, in the amount of \$320,274.73. Muniz Concrete & Contracting is an established contractor and has completed several projects in the Central Texas area. They feel confident in their bid and are ready to proceed if so awarded. The construction budget is \$550,000. It is recommended that 10% be reserved for construction contingencies.

Therefore, it is respectfully recommended that the City award this contract to ***Muniz Concrete & Contracting, Inc., in the amount of \$320,274.73, contingent upon concurrence of award by the Texas Department of Transportation.***

If City of Taylor awards this contract, our office will issue a notice of award to the low bidder and prepare Contract Documents for execution by the Contractor and City of Taylor and for review by TxDOT. KSA looks forward to working with City of Taylor during this project to ensure a quality job.

If you have any questions about the Bid Tabulation or this Award Letter, please let us know. Thank you.

Sincerely,
KSA ENGINEERS, INC.


Stephen P. Dorman, P.E.
Division Manager

Longview
Tyler
Lufkin
Austin
McKinney
Sugar Land

Enclosure: Bid Tabulation
cc: Danette Palenske, TxDOT Austin District (via email only)
Michelle Cooper, TxDOT Georgetown Area Office (via email only)
Casey Sledge, Sledge Engineering (via email only)
TAY.010 Correspondence (w/ encl.)

Celebrating 30 years

MUÑIZ CONCRETE & CONTRACTING, INC.

3523 Gonzales ST. Austin Texas 78702 P (512) 385-2334 Fax (512) 389-1444

Ref: CONTRACTOR QUALIFICATIONS

To Whom It May Concern;

Muñiz Concrete and Contracting, Inc. is a Corporation that has been in business since December 1994. We are very familiar with the City of Austin, Travis County, Williamson County, Hays County, City of Pflugerville, Capital Metropolitan Transportation and Austin Independent School District these are projects that have been completed or in process.

CURRENT PROJECTS:

- Capital Metro. Miscellaneous Concrete Construction; Budget: \$321,857.50. Project Manager: Mr. Travis Haussmann- 512-369-6200. Modification of access to bus steps, city wide to comply w/ADA. Demolition and replacing sidewalks, ramps, bus pads.
- City of Austin. ADA Sidewalk and Ramp Improvements, 2007 Group 5. City wide. Budget: \$ 4,251,825.18. Project Manager: Diane Rice- 512-974-7081. Demolition and replaced concrete sidewalks and driveways, concrete retaining walls, excavation, embankment, pedestrian rail and traffic control.
- City of Austin. ADA Sidewalk and Ramp Improvements, 2007 Group 6. City wide. Budget: \$ 904,913.00. Project Manager: Diane Rice- 512-974-7081. Demolition and replaced concrete sidewalks and driveways, concrete retaining walls, excavation, embankment, pedestrian rail and traffic control.
- City of Austin. ADA Sidewalk and Ramp Improvements, 2007 Group 7. City wide. Budget: \$ 1,999,420.50. Project Manager: Diane Rice- 512-974-7081. Demolition and replaced concrete sidewalks and driveways, concrete retaining walls, excavation, embankment, pedestrian rail and traffic control.
- City of Austin. Bicycle Path Improvements, City wide. Budget: \$ 643,248.00. Project Manager: Diane Rice, 512-974-7081. Demolition and replacing concrete sidewalk, driveways, streets, milling, striping, concrete retaining walls, signs.
- City of Austin, 2009. Miscellaneous Bridge Maintenance. Budget: \$ 166,240.00 Project Managers: Allison Dietzel and Pirouz Moin, (512) 974-8769. Repair concrete bridge, bridge rail, concrete sidewalk, pedestrian rail.
- City of Austin. Lance Armstrong Bikeway-4th Street. Budget: \$ 458,604.22 Project Manager: Darryl Haba, (512) 974-7205. Concrete Sidewalk, concrete abutments and retaining wall, pre-engineered truss pedestrian bridge, concrete piers.
- City of Austin. Great Northern Dam Modernization. Budget: \$ 1,288,249.85, Project Manager: Darryl Haba, (512) 974-7205. Concrete spillway, retaining wall w/form liner, maintenance drive, stamped concrete, colored concrete, tree planting, irrigations and TRM.

COMPLETED PROJECTS:

- City of Austin. Lance Armstrong Bikeway- Cesar Chavez Street. Budget: \$ 1,147,426.50. Project Manager: Darryl Haba, (512) 974-7205. Concrete bikeway, concrete sidewalk, concrete block retaining wall, RCP, pre-engineered pedestrian bridge, pedestrian rail, excavation, embankment, CIP retaining walls, ramps, striping, signs.
- Capital Metro. Station Paving and Electrical, 2009. Budget: \$1,432,512.50. Project Manager- Mr. King Kaul- 512-338-2766. Concrete Paving, concrete slab, pedestrian rail crossing, warning strips, electrical systems.
- City of Round Rock, Texas. Bowman Park Development Project. Budget: \$ 120,000.00. Project Manager: Aileen Dryden, (512) 341-3375. Granite gravel trail, CIP Concrete bridge, park access, concrete sidewalks, ramps, drainage pipes.
- City of Austin- ADA Sidewalk, Ramp & Bikeway Improvements 2006 City Wide Group 4, Budget: \$2,491,472.75. Project Manager: Diane Rice- 512-974-7081. Demolition and replaced concrete sidewalks and driveways, concrete retaining walls, excavation, embankment, pedestrian rail and traffic control.
- City of Austin, 2007. Miscellaneous Bridge Maintenance. Budget: \$ 446,554.00 Project Managers: Pirouz Moin, (512) 974-8769. Repair concrete bridge, concrete bridge rail, concrete sidewalk, pedestrian rail, rip rap, epoxy injection, penetrating concrete surface treatment CI.
- Country Club creek Culvert Upgrade. City of Austin (Public Works and Transportation Department) \$ 481,028.50. Project Manager: Gary Kosut 512-974-3374.
- Capital Metro-Contract 76517- Leander Train Stop Construction -\$710,803.59-Project Manager Mr. King Kaul-512-338-276
- Capital Metro- Contract 79130- Lakeline Train Station Construction- \$914,189.90-Project Manager Mr. King Kaul-512-338-2766
- City of Austin- ADA Sidewalk & Ramp Improvements 2004-2007 Group 1 Rebid of Rebid- \$1,622,036.00- Project Manager- Diane Rice- 512-974-7081.
- City of Austin- 2005 Miscellaneous Sidewalk Repairs- Contract One- \$184,411.75- Project Manager: Kathryn Chase- 974-7009.
- AISD- Mathews Elementary and Highland Park ES – Austin Independent School District \$47,634.00-Engineer-Tom Curran, P.E. 512-480-81
- Williamson County- Construction of Brushy Creek Regional Trail Phase II \$541,266.06-Project Manager-Jim Rodgers-512-845-1829
- City of Austin- Neighborhood Traffic Calming 2005-Cherrywood Neighborhood- \$315,153.97- Project Manager-Derr, P.E.-512-974-7228
- City of Austin-South Austin Transfer Station- Water Quality Pond Loft Station Rehabilitation- \$174,680.00-Project Manager-Christina Calvery-512-974-7094
- City of Austin-ADA Sidewalk and Ramp Improvements 2007 Group 5 City Wide -\$3,517,197.25- Project Manager Diane Rice- 512-974-7081.
- City of Austin-Lance Armstrong Bikeway Project -\$1,222,843.17-Project Manager: Mr. Darryl Haba- 512-974-7205
- Capital Metro- Contract 85972- Howard Station Platform-\$804,792.50- Project Manager- Sofia Ojeda P.E. -512-338-2726

- Capital Metro- Contract 85972- Kramer Station Platform-\$780,541.52- Project Manager- Sofia Ojeda P.E. -512-338-2726
- Capital Metro- Contract 85972- Crestview Bus Pull-Out Lane-\$174,997.22- Project Manager- Sofia Ojeda P.E. -512-338-2726.
- City of Round Rock - Bradford Park Development & South Creek Sidewalk. \$ 112,853.75, Project Manager: Mr. David Buzzell-512-218-5540
- Capital Metro Transportation Authority – Construction of Concrete Sedimentation Pond- \$ 104,367.00 , Project Manager- Mr. Perry Dillard- 512-389-7411
- Intersection Improvements for West Braker Lane & Metric Boulevard- City of Austin, Public Works and Transportation Department-\$ 525,766.65-Project Manager- Richard Kroger- 512-974-7219
- Bicycle and Pedestrian Sidewalk- City of Austin-\$217,468.60, Project manager: Mr. Daryl Haba- 512-974-7205
- Travis County- Northeast Metro Hike and Bike Trail Construction Project- \$264,711.35-Project Manager- Jerry Raisch- 512-854-9724
- City of Round Rock- Sidewalk Gap Remediation- \$152,360.00 - Project Manager, David Buzzell- 512-218-5540
- City of Austin- CMTA-Group 1 Sidewalk- \$ 591,817.79, Project Manager: Mr. Darryl Haba- 512-974-7205
- City of Austin- CMTA- Group 2 Sidewalk- \$ 488,323.51, Project Manager, Mr. Darryl Haba-512-974-7205
- Bellaire Park Improvements- City of San Antonio, Parks and Recreation Department \$ 109,768.00- Project Manager- Carlos Mendez- 1-210-207-2876.
- Govalle Park- City of Austin, Parks and Recreation Department- \$ 98,900.00-Project Manger- Robert Brennes- 512-974-6722.
- Town Branch Greenbelt Park Improvements- City of Lockhart- \$ 485,093.98, Project Manager- Mr. Kenneth McCannon, P.E- 512-454-8716.
- Bus Stop Accessibility Upgrade- Capital Metro - \$ 136,613.13 Project Manager- Mr. Travis Haussman- 512-369-6200.
- CMTA- Additional Parking & Bus Shelter Foundation- \$85,513.90, Project Manager, Mr. Muhammad Abdullah-512-369-6019
- Housing Authority of Austin- Playground Improvements @ TX1-22 –Coronado Hills Apartments \$ 43,613.00, Project Manager, Mr. James Teasdale-512-477-1496
- Capital Metro. Sidewalk and Bus Stop Accessibility Package. Budget: \$88,308.25. Project Manager- Mr. King Kaul- 512-369-6037.
- PanAm Play Area Renovation - City of Austin, Parks and Recreation Department \$ 117,000.00 December, 1996. City Inspector, Mr. Frank Hodge, 512-499-6726
- Sanchez/Dottie Jordan Park- City of Austin, Parks and Recreation Department \$ 57,781.00- June, 1997. City Inspector, Mr. Frank Hodge, 512-499-6726
- Eastwood Park Play Area Renovation - City of Austin, Parks and Recreation Department \$ 71,791.50- October, 1997. City Inspector, Mr. Frank Hodge, 512-499-6726
- South Austin Recreation Center Playscape Improvements, Phase II- City of Austin, Parks and Recreation Department, \$ 58,327.00- April, 1998. City Inspector, Mr. Frank Hodge, 515-499-6726

- Bartholomew District Park Seniors Area Improvements- City of Austin, Parks and Recreation Department, \$ 67,737.00- August, 1999. City Inspector, Mr. Frank Hodge, 512-499-6726
- Zilker School Play Area Renovation- City of Austin, Parks and Recreation Department \$74,382.10- August, 1999. City Inspector, Mr. Frank Hodge, 512-499-6726
- Barton Hills School Park Play Area Renovation, City of Austin, Parks and Recreation Department, \$158,026.00- August, 1999. City Inspector, Mr. Frank Hodge, 512-499-6726
- Clay-Kizer Golf Course Improvements, City of Austin, Parks and Recreation Department \$1,237,294.00- December, 1999. City Inspector, Mr. Rip Hirsch, 512-499-441-8785.
- Reed Park Play Area Renovation, City of Austin, Parks and Recreation Department \$64,306.00- December, 1999. City Inspector, Mr. Frank Hodge, 512-499-6726
- Oakview/Ramsey Park Play Area Renovations, City of Austin, Parks and Recreation Department- \$ 98,970.00. City Inspector, Mr. Frank Hodge, 512-499-6726
- Dewitty Training Center- Pedestrian Bridge-City of Austin, Public Works and Transportation Department- \$ 24,000.00- City Inspector, Mr. Robert Hermosillo, 512-499-7134
- Westenfield Park Play Area Renovation- City of Austin, Parks and Recreation Department- \$123,353.00- City inspector, Mr. Mike Brownlee, 512- 440-5156
- Austin Comprehensive Urban Trail Systems- Town Lake Improvements- City of Austin, Parks and Recreation Department- \$717,000.00- City Inspector, Mr. Frank Hodge, 512- 499-6726
- AISD Playground Improvements at (6) Elementary Schools- Austin Independent School District- \$233,000.00- AISD Inspector- Mr. Hector Hinijosa, 512-414-3191
- Greenslopes Sidewalk Improvements- City of Round Rock, Public Works and Transportation Department- \$91,832.50, Mrs. Ruth Haberman, Chief Design Technician, 512-218-6605.
- Miscellaneous Drainage Improvements- City of Austin, Public Works and Transportation- \$190,901.95- City of Austin, Project Manager- Mr. Mike Newman, 512-499-3372.
- Robert E. Lee Sidewalk and Pavement Improvements- City of Austin, Public Works and Transportation- \$ 571,629.07-City Project Manager, Mr. Toan Nguyen, 512-440-8444.
- AISD- McBee Elementary- Austin Independent School District -\$ 62,500.00- AISD Inspector- Mr. Hector Hinojosa, 512-414-3191.
- AISD-Pillow Elementary, Summit Elementary, Sims Elementary- Austin Independent School District- \$ 136,890-AISD Inspector- Mr. Hector Hinijosa, 512-414-3191
- Capital Metro Pkg #4 Bus Stop Accessibility and Sidewalk- Capital Metropolitan Transportation Authority- \$185,233.20- Capital Metro, Project Manager- Mr. King Kaul, 512-369-6037
- AISD- Campbell Elementary - Austin Independent School District- \$ 56,357.00- AISD Inspector- Mr. Hector Hinijosa, 512-414-3191
- AISD- Pickle Elementary and Highland Elementary- Austin Independent School District- \$ 87,899.00-AISD Inspector-Mr. Hector Hinijosa, 512-414-3191
- Dick Nichols District Park Playscape Additions- City of Austin, Parks and Recreation Department- \$ 64,295.00- City of Austin Inspector- Mr. Frank Hodge, 512-433-6768
- Metz Recreation Center Playscape Renovations- City of Austin, Parks and Recreation Department-\$ 63,239.00-City of Austin Inspector- Mr. Frank Hodge, 512-433-6768
- Mesa Park Sidewalk Improvements- City of Round Rock- \$ 54,534.00- City of Round Rock, Public Works and Transportation, Project Manger Ruth Haberman, 512-218-6605

- North Shoal Creek Trail Improvements- City of Austin, Public Works and Transportation- \$ 97,956.25-City Inspector- Mr. Frankey Tubb, 512-322-4895
- Chestnut Neighborhood Curb Ramp & Sidewalk Improvements- City of Austin, Public Works and Transportation Department- \$ 295,645.55- City of Austin, Project Manager, Mr. Ken Zimmerman, 512-499-7138
- Capital Metro, Bus Wash Drainage Improvements- Capital Metropolitan Transportation Authority- \$ 75,300.26- Capital Metro, Project Manager, Mr. Muhammad Abdullah, 512-369-6019
- Construction of the Robinson Park Pedestrian Trail-Williamson County Commissioners Court.- \$ 34,653.75- Murfee Engineering Company, Inc, Project Manager, Mr. David Malish, 512-327-9204
- Dottie Jordan Playground Renovation- City of Austin, Parks and Recreation Department- \$ 104,950.00- Project Manger, Mr. Frank Hodge, 512-499-6727
- City Wide Trail System Phase II Old Setter's Park-City of Round Rock, Parks and Recreation Department - \$ 72,856.25-Baker-Aicklen & Associates, Project Manager , Antonio A. Prete, 512-244-9620
- Various Lift Stations, Access Road Improvements –City of Austin, Public Works and Transportation-\$ 13,990.64- City of Austin, Project Manager, Mojtaba Garakani 512- 972-0246
- Harris Branch Park Improvements – City of Austin, Department of Public Work and Transportation, \$ 77,919.00- City of Austin, Project Manager- Julie Lipton 512 -974-7095
- Riata Park Playscape Renovation- City of Austin, Parks and Recreation Department \$148,185.00- City of Austin, Project Manager,-Frank Hodge 512 -974-6726
- AISD Playground Improvement 2 Elementary, Rosedale & Wooten.- Austin Independent School District- \$100,333.00 AISD, Project Manager- Hector Hinojosa 512- 414-3191
- 51st Street Fuel Containment Tank- Adjutant General's Department \$146,164.00- Inspector-Shakeel Ahmad- 512-782-5276
- Givens Park Playscape Installation City of Austin, Department of Public Works & Transportation- \$79,285.05-City of Austin, Project Manager-Fank Hodge 512 -974-6726
- CMTA Bust Stop Accessibility Pkg.#5-Capital Metropolitan Transportation Authority-\$71.252.75- Project Manager- King Kaul- 512-369-6037
- Mable Davis District Park- City of Austin, Parks and Recreation Department- \$99,860.00- Project Manager- Frank Hodge-512-974-6726
- Ricky Guerrero Park - City of Austin, Parks and Recreation Department - \$57,720.00-Project Manager: Frank Hodge- 512-974-6726.
- CMTA 12th & Chicon Bust Stop Improvements- Capital Metropolitan Transportation Authority- \$59,917.00- Project Manger- King Kaul- 512-369-6037.
- Travis County Provision and Installation of Various Playscape Equipment at various locations- \$ 234,305.00- Project Manager- Kurt Nielsen- 512-854-5860.
- Martin Playscape- City of Austin, Parks and Recreation Department- \$57,544.00- Project Manager- Frank Hodge- 512-974-6726.
- Travis County MUD District- Fairways Lift Station Access Driveway Repairs- \$86,691.55-Project Manger: Robert Ferguson- 512-327-9204.

- OSPV- Lakeview Playground Improvement Project- City of Round Rock-\$20,160.00-Project Manger- David Buzzell- 512-218-5540.
- Dobie Middle School- Austin Independent School District- \$ 18,167.00-Proiect Manger- IT Gonzales- 447-7400.
- Travis High School Drainage Improvements- Austin Independent School District-\$850.00 Project Manger- Hector Hinijosa- 512-414-1715.
- Drainage Improvements at Reagan High School- Austin Independent School District-\$ 6,200.00. Project Manger: Hector Hinojosa- 512- 414-1715.
- Airport Blvd .Pedestrian Bridge- City of Austin, Public Works and Transportation Department- \$ 80,905.00- Project Manger-Dennis Crabill-512-974-7332
- Patterson Park- City of Austin, Parks and Recreation Department- \$121,201.00- Project Manger- Candelario Moreno- 512-974-6741
- Earnest Robles Way Jones Road Trail Improvements- City of Sunset Valley- \$174,278.00-Proje ct Manger-Sandra Chipley-512-303-2242.
- 2003 Sidewalk Improvements- City of Elgin-\$ 105,829.90-Project Manger- Joe Parten-512-845-7593.

KEY COMPANY PERSONNEL:

Jose Juan Muniz "Rudy".	President	512-848-9677
Lonny Rodriguez.	Vice-President/Estimator	512-848-0259
Elmer Reyes.	Project Manager/Estimator	512-848-9680
Frank Guerra	Project Manager	512-845-2507
Jamie Roberts	Construction Coordinator	512-848-8382

If any additional information is needed, please do not hesitate in giving us a call.

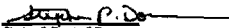
Sincerely,

Elmer Reyes
Project Manager

xs: Jose Juan Muniz
 Lonny Rodriguez
 Frank Guerra
 Jamie Robert

BIO TABULATION		CITY OF TAYLOR		Sidewalk Improvements		Mauric Concrete & Coasting Inc.		Pain Construction, LLC		Keystone Construction Inc.		A Greater Austin Development Co.		The Bar Company		Wissler Construction Inc.		Randolph Inc.		Prime Development Inc.		BPI Environmental Services, Inc.		G&P Contractors, Inc.	
BIO DATE AND TIME: September 30, 2008, 2:00 p.m.		3529 Gonzales Street		841 West Ford Street		P.O. Box 90308		Austin, TX 78702		P.O. Box 90308		Austin, TX 78702		612 A West 22nd Street		4500 Williams Dr. Ste 212-PMB411		8888 Research Boulevard, Suite 404		2708 E. 8th Street		P.O. Box 341839		1315 Rich Lane	
Prepared By: KSA ENGINEERS, INC.		Unit Price (\$)		Unit Price (\$)		Unit Price (\$)		Unit Price (\$)		Unit Price (\$)		Unit Price (\$)		Unit Price (\$)		Unit Price (\$)		Unit Price (\$)		Unit Price (\$)		Unit Price (\$)		Unit Price (\$)	
BIO	ESTIMATED	UNIT	DESCRIPTION OF ITEM	PRICE (\$)	AMOUNT (\$)	PRICE (\$)	AMOUNT (\$)	PRICE (\$)	AMOUNT (\$)	PRICE (\$)	AMOUNT (\$)	PRICE (\$)	AMOUNT (\$)	PRICE (\$)	AMOUNT (\$)	PRICE (\$)	AMOUNT (\$)	PRICE (\$)	AMOUNT (\$)	PRICE (\$)	AMOUNT (\$)	PRICE (\$)	AMOUNT (\$)	PRICE (\$)	AMOUNT (\$)
1.01	526	SY	Remove Concrete (Sidewalk)	11.23	8,019.28	18.00	9,544.00	18.50	8,844.00	10.00	5,260.00	18.00	9,511.28	27.00	14,472.00	32.67	17,511.12	27.50	14,740.00	8.00	4,238.00	27.28	14,822.08		
1.02	1700	SY	Remove Concrete (Driveway)	14.32	24,944.00	18.00	30,500.00	18.50	28,050.00	10.00	17,000.00	15.52	26,394.00	27.00	45,900.00	32.67	55,538.00	35.00	61,200.00	8.00	13,800.00	27.28	46,378.00		
1.03	23	SY	Remove Concrete (Entrway Sidewalk)	29.67	682.41	18.00	414.00	18.50	378.50	10.00	230.00	15.52	358.06	27.00	621.00	32.67	751.41	33.75	778.25	50.00	1,150.00	27.28	627.44		
1.04	2	EA	Preparing ROW (Tree) 16" to 12"	2,812.62	5,625.24	5,000.00	10,000.00	880.00	1,760.00	500.00	1,000.00	922.50	1,845.00	500.00	1,000.00	1,210.00	2,420.00	1,800.00	3,200.00	400.00	800.00	1,240.00	2,480.00		
1.05	800	CY	Excavation (Special)	13.00	7,800.00	5.00	3,000.00	26.00	16,800.00	20.00	12,000.00	18.81	11,286.00	10.00	5,000.00	27.83	16,668.00	38.00	22,800.00	30.00	16,000.00	117.80	70,680.00		
1.06	300	CY	Embankment (Ordinary Compaction, Type B, Class 3)	3.00	2,700.00	10.00	3,000.00	44.00	13,200.00	18.00	5,400.00	12.44	3,732.00	8.00	2,400.00	27.83	8,348.00	35.00	10,500.00	90.00	27,000.00	44.84	13,362.00		
1.07	1089	SY	Concrete Sidewalks (5' Wide, 4" Thick)	25.74	28,030.86	31.50	34,302.50	26.00	30,462.00	27.00	29,403.00	25.40	27,860.80	34.50	37,670.50	38.93	43,483.77	32.50	36,382.50	41.00	44,648.00	34.72	37,810.08		
1.08	3095	SY	Concrete Sidewalks (4' Wide, 4" Thick)	24.32	75,178.32	31.50	96,579.00	30.00	91,980.00	27.00	82,782.00	29.87	80,938.22	34.50	105,777.00	38.93	122,425.38	32.50	96,645.00	46.00	141,036.00	34.72	106,451.52		
1.09	90	SY	Concrete Sidewalks (3' Wide, 4" Thick)	23.58	2,122.20	31.50	2,835.00	30.00	2,700.00	27.00	2,700.00	26.19	3,257.10	34.50	3,105.00	38.93	3,583.79	32.50	2,825.00	45.00	4,050.00	34.72	3,124.80		
1.10	1750	SY	Driveway (Concrete, w/Sidewalk Treatment)	40.50	70,875.00	38.25	66,837.50	43.00	75,250.00	45.00	78,750.00	42.32	74,050.00	45.00	78,750.00	42.35	74,112.50	47.00	82,250.00	58.00	86,000.00	55.80	97,850.00		
1.11	11	LF	Install HDPE Culvert (8")	33.00	363.00	10.00	110.00	18.50	181.50	17.00	187.00	14.44	158.84	25.00	275.00	65.46	720.06	48.00	528.00	86.00	738.00	87.20	408.20		
1.12	28	LF	Install HDPE Culvert (10")	45.00	1,260.00	15.00	420.00	26.00	728.00	15.00	420.00	21.56	603.68	30.00	840.00	67.69	1,895.32	52.00	1,456.00	21.00	588.00	43.46	1,215.20		
1.13	192	LF	Install HDPE Culvert (24")	66.73	6,696.36	20.00	2,840.00	38.00	5,148.00	28.00	3,360.00	32.88	4,313.76	55.00	7,260.00	70.06	10,435.82	88.00	8,878.00	22.00	2,804.00	49.80	6,547.20		
1.14	10	EA	Safety End Treatment	776.70	7,767.00	500.00	5,000.00	495.00	4,950.00	900.00	9,000.00	1,862.30	18,623.00	2,500.00	25,000.00	1,831.00	13,310.00	1,550.00	15,500.00	550.00	5,500.00	1,054.00	10,540.00		
1.15	1	EA	Curb Ramp and Landing (TxDOT Type 2, Modified)	1,014.56	1,014.56	800.00	800.00	880.00	880.00	900.00	900.00	868.25	868.25	1,800.00	1,800.00	1,210.00	1,210.00	1,025.00	1,025.00	1,500.00	1,500.00	992.80	992.80		
1.16	2	EA	Curb Ramp and Landing (TxDOT Type 7, Modified)	1,158.75	2,317.50	800.00	1,600.00	880.00	1,760.00	900.00	1,800.00	827.00	1,254.00	2,800.00	4,400.00	1,210.00	2,420.00	1,250.00	2,500.00	1,500.00	3,000.00	1,054.00	2,108.00		
1.17	19	EA	Curb Ramp and Landing (TxDOT Type 7)	800.00	15,200.00	800.00	15,200.00	770.00	14,830.00	900.00	17,100.00	827.00	11,913.00	2,000.00	36,000.00	1,210.00	22,890.00	900.00	17,100.00	1,200.00	22,800.00	1,116.00	21,204.00		
1.18	4	EA	Curb Ramp and Landing (TxDOT Type 9)	750.00	3,000.00	800.00	3,200.00	715.00	2,860.00	900.00	3,600.00	827.00	2,508.00	4,000.00	16,000.00	1,086.00	4,356.00	1,100.00	4,400.00	1,200.00	4,800.00	1,178.00	4,712.00		
1.19	1	EA	Curb Ramp and Landing (TxDOT Type 21)	800.00	800.00	800.00	800.00	1,100.00	1,100.00	900.00	900.00	679.25	679.25	4,600.00	4,600.00	1,573.00	1,673.00	1,250.00	2,000.00	2,000.00	2,400.00	1,240.00	1,240.00		
1.20	100	LF	4" Curb & Structural Footing	18.00	1,800.00	15.00	1,500.00	16.50	1,650.00	15.00	1,500.00	11.15	1,115.00	35.00	3,500.00	13.31	1,331.00	27.00	2,700.00	14.00	1,400.00	24.80	2,480.00		
1.21	3	EA	Relocate Road Sign Assembly (Small)	75.00	225.00	90.00	150.00	200.00	600.00	445.00	1,335.00	208.00	624.00	250.00	750.00	302.50	907.50	525.00	1,575.00	300.00	900.00	196.00	588.00		
1.22	1	EA	Relocate Fire Hydrant Assembly																						
1.23	4	EA	Relocate Cable Box Utility																						
1.24	1	EA	Adjust/Replace Meter Box to Grade																						
1.25	10	EA	Adjust Valve to Grade																						
1.26	6	EA	Adjust Cleanout to Grade																						
1.27	1	LS	Regrade Concrete Sidewalk STA 23+58	4,050.00	4,050.00	500.00	500.00	2,750.00	2,750.00	2,500.00	2,500.00	2,481.88	2,481.88	1,200.00	1,200.00	1,331.00	1,331.00	1,200.00	1,200.00	5,000.00	5,000.00	4,850.00	4,850.00		
1.28	1	LS	Chain Link Fence Modification and Gate Relocation (Material B STA 0+00)	1,875.00	1,875.00	500.00	500.00	1,800.00	1,800.00	1,400.00	1,400.00	1,189.21	1,189.21	1,500.00	1,500.00	988.00	988.00	21,000.00	21,000.00	3,000.00	3,000.00	5,580.00	5,580.00		
1.30	1	LS	Culvert Crossing Johnson Drive STA 7+40 to STA 8+20	16,857.00	16,857.00	1,500.00	1,500.00	7,982.00	7,982.00	16,000.00	16,000.00	5,436.10	5,436.10	2,500.00	2,500.00	23,308.11	23,308.11	13,200.00	13,200.00	3,200.00	3,200.00	15,500.00	15,500.00		
1.31	1	LS	Block Sod All Disturbed Areas	8,500.00	8,500.00	10,000.00	10,000.00	5,980.00	5,980.00	10,000.00	10,000.00	6,478.00	6,478.00	2,500.00	2,500.00	14,520.00	14,520.00	17,500.00	17,500.00	15,500.00	15,500.00	8,880.00	8,880.00		
1.32	1	LS	Vegetative Weirings	1,850.00	1,850.00	1,500.00	1,500.00	1,400.00	1,400.00	5,000.00	5,000.00	1,776.50	1,776.50	5,000.00	5,000.00	7,280.00	7,280.00	3,800.00	3,800.00	17,000.00	17,000.00	7,440.00	7,440.00		
1.33	6	MO	Benches, Signs, and Traffic Handling (Including TCP)	1,722.00	8,610.00	1,250.00	6,250.00	1,500.00	7,500.00	3,300.00	16,500.00	5,225.00	26,125.00	4,500.00	22,500.00	6,105.18	36,605.90	2,250.00	11,250.00	5,000.00	25,000.00	6,200.00	31,000.00		
1.34	1000	LF	Temporary Sediment Control Fence	1.20	1,200.00	1.25	1,250.00	3.00	3,000.00	1.20	1,200.00	1.15	1,150.00	2.00	2,000.00	1.72	1,720.00	1.69	1,690.00	2.00	2,000.00	3.10	3,100.00		
1.35	1000	LF	Temporary Sediment Control Fence (Removal)	0.79	790.00	0.25	250.00	1.00	1,000.00	0.50	500.00	0.52	520.00	1.00	1,000.00	0.35	350.00	1.00	1,000.00	1.55	1,550.00				
1.36	1	LS	Mobilization	13,000.00	13,000.00	24,800.00	24,800.00	10,500.00	10,500.00	30,000.00	30,000.00	89,738.08	89,738.08	28,000.00	28,000.00	4,840.00	4,840.00	32,010.75	32,010.75	41,300.00	41,300.00	24,800.00	24,800.00		
TOTAL BASE BID:				320,374.73		305,087.80		345,268.88		337,787.80		406,432.81		464,128.90		499,898.89		492,899.98		511,491.00		549,799.92			

* Error found by KSA Engineers


Stephen P. Dorman, P.E.
Division Manager



***City Council Meeting
October 8, 2009
Agenda Item Transmittal***

Agenda Item #: 4
Agenda Title: Consider professional services agreement with MuniServices for Consultant Services pertaining to Hotel/Motel Occupancy Tax.

Council Action to be taken: Approve, Deny or Table

Initiating Department: Finance/City Management

Staff Contact: Rosemarie Dennis
Finance Director

1. INTRODUCTION/PURPOSE

The purpose of this agenda is to consider entering into an agreement with MuniServices for Local Hotel Occupancy Tax and Hospitality Consulting Services.

2. DESCRIPTION/ JUSTIFICATION

The Hotel Occupancy Tax (HOT) review service is endorsed by the Texas Municipal League for use by its member cities. The HOT review service provides an effective approach for generating the revenue and information needed to better promote hospitality services in our community. The HOT review service includes:

- Expert Lodging Tax Analysis
- Field Auditing
- Educational Seminar Service
- Legal & Administrative Review
- Tax and Hospitality Training

All of the services are not only a benefit to the City, but also to the city's lodging providers through their Educational Seminar and Tax and Hospitality Training.

Brain Gordon, who is the Director of Operation in Texas for MuniServices, will do a brief presentation on the proposed services and answer any questions that Council may have about this service.

Supporting documents have been included in Council's packet for your review. The City attorney has reviewed the agreement from MuniServices and has no problems with moving forward.

3. FINANCIAL/BUDGET

Compensation is based on a Time and Material basis. Included in the FY2009-10 is budgeted \$5,000 in the Finance budget. However, if more funds are needed base their assessment there is contingency funds available.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff's recommendation is to approve the City to enter into an agreement with Muniservices.

6. REFERENCE FILES

- 4a. MuniServices Contract
- 4b. MuniServices Client Listing
- 4c. Hotel Tax Proposal
- 4d. MuniServices Brochure

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement (hereinafter "Agreement") is made as of _____, 2009, between MuniServices, LLC a Delaware limited liability company, its subsidiaries and affiliates, with an office at 7335 N. Palm Bluffs Avenue, Fresno, CA 93711, (hereinafter "MuniServices"), and the City of Taylor, a Texas Municipal Corporation (hereinafter "Municipal Corporation").

1. SERVICES

Subject to the terms and conditions set forth herein, MuniServices shall provide to Municipal Corporation the services set forth in the Exhibits attached hereto in exchange for the fees set forth therein. MuniServices shall not be required to perform, nor Municipal Corporation be required to pay for, services not contained in an Exhibit.

2. INDEPENDENT CONTRACTOR STATUS

MuniServices is an independent contractor, and not an employee of Municipal Corporation, who will be engaged in providing consulting services for Municipal Corporation. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Municipal Corporation and MuniServices or between Municipal Corporation and any employee or agent of MuniServices. Both parties acknowledge that MuniServices is not an employee for state or federal tax purposes. MuniServices shall retain the right to perform services for others during the term of this Agreement. Nothing in this Agreement shall be construed as creating a partnership, joint venture. Nothing in this Agreement shall be construed as designating MuniServices as an agent of Municipal Corporation except as specifically provided in an Exhibit. MuniServices shall have no authority to bind, contract, or obligate Municipal Corporation, financially or otherwise. Municipal Corporation shall not have any right to control the means by which MuniServices performs the Services including the facilities used, the employees, contractors, or agents assigned by MuniServices. MuniServices shall be responsible for any subcontracts entered into in the course of performance of the Services for Municipal Corporation and MuniServices shall be solely responsible for payment to the subcontractors.

3. COMPENSATION

- 3.1 In consideration for the Services to be performed by MuniServices, Municipal Corporation agrees to pay MuniServices the rates set forth in the Exhibits.
- 3.2 MuniServices shall submit timely invoices for all services rendered in accordance with each Exhibit. Payment will be made to MuniServices within thirty (30) days of receipt of MuniServices's invoice therefore. Any amounts which remain unpaid after thirty (30) days shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount permitted by law.
- 3.3 MuniServices shall be responsible for all costs and expenses incident to the performance of Services for Municipal Corporation, including but not limited to, all costs of equipment provided by MuniServices, all fees, fines, licenses, bonds or taxes required of or imposed against MuniServices and all other of MuniServices's costs of doing business. Municipal Corporation shall not be responsible for expenses incurred by MuniServices in performing Services for Municipal Corporation, except as noted in an Exhibit, or such expenses that receive prior written approval from Municipal Corporation.



4. CONFIDENTIALITY

[RESERVED]

5. TERM AND TERMINATION

- 5.1 Term. This Agreement shall be effective as of the date of the last signature hereto and shall continue in full force and effect for a period of three years (3) term." Subject, however to the City's right to termination for any reason or no reason upon sixty (60) days *prior* written notice to MuniServices and also *subject to the City notifying MuniServices within 30 days of any constitutional or statutory limitation or restriction either proposed or that has passed* which will restrict City funds for this Agreement.
- 5.2 Event of Default. Any of the following shall constitute an event of default ("Event of Default") under this Agreement or any applicable Addendum: (a) Municipal Corporation fails to pay any amount when due hereunder (after ten-day (10) prior written notice of such failure to pay), or (b) a material breach by either party of this Agreement. If an Event of Default occurs, the non-breaching party shall notify the breaching party of the Event of Default and provide the breaching party thirty-days (30) to cure (except in the case of non-payment for which the cure period shall be ten (10) days) or such amount of time as is reasonable given the circumstances. If the breaching party fails to effect cure within the time allowed, then the non-breaching party may, at its option, terminate this Agreement effective immediately upon notice.
- 5.3 Effect of Termination. Notwithstanding non-renewal or termination of this Agreement Municipal Corporation shall be obligated to pay MuniServices for services performed through the effective date of termination for which MuniServices has not been previously paid.

6. EQUAL EMPLOYMENT OPPORTUNITY

During performance of this Agreement, MuniServices, for itself, its assignees and successors in interest, agrees as follows:

- 6.1 Compliance with Regulations: MuniServices shall comply with Executive Order 11246, "Equal Employment Opportunity" and labor regulations (41 C.F.R. Part 60), hereinafter referred to as the "Regulations."
- 6.2 Nondiscrimination: MuniServices, with regard to any work performed pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, or veteran status in the selection and retention of employees, subcontractors, the procurements of materials or leases of equipment.
- 6.3 Solicitation for Subcontractor, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by MuniServices for work to be performed under any subcontract, including procurements of materials or equipment, such potential subcontractor or supplier shall be notified by MuniServices of MuniServices's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, or veteran status.
- 6.4 Information and Reports: MuniServices shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Municipal Corporation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of MuniServices is in the exclusive possession



of another who fails or refuses to furnish this information, MuniServices shall so certify to Municipal Corporation and shall set forth what efforts it has made to obtain the information.

- 6.5 Incorporation of Provisions: MuniServices shall include the provisions of paragraphs 6.1 through 6.4 in every subcontract issued pursuant to this Agreement. MuniServices shall take such action with respect to any Regulations, order or instructions issued pursuant thereto. MuniServices shall take such action with respect to any subcontract or procurement as Municipal Corporation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event MuniServices becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, MuniServices may request Municipal Corporation to enter such litigation to protect the interests of Municipal Corporation.

7. WARRANTIES, REPRESENTATIONS AND INDEMNIFICATION

- 7.1 By MuniServices. MuniServices represents that all Services shall be performed by persons with the skills and abilities necessary and consistent with the standards of professionalism prevalent in the industry. The Services and deliverables shall be provided free and clear of the proprietary claims of third parties. All Services shall be provided in accordance with applicable state and federal regulations, including, without limitation, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, and applicable state regulations.

Subsection 7.1 is the full and complete warranty statement of MuniServices under this Agreement.

- 7.2 By Municipal Corporation. Municipal Corporation represents that the information provided to MuniServices in the performance of Services by MuniServices hereunder shall be provided free and clear of the claims of third parties. Municipal Corporation represents that Municipal Corporation has the right to provide said information to MuniServices and that said information shall not be obscene, defamatory, or otherwise to the *best of Municipal Corporation's knowledge* expose MuniServices to liability to third parties.

- ~~7.3~~ Indemnification. MuniServices acknowledged that Municipal Corporation has no obligation to verify information given to MuniServices which has been provided to or on behalf of Municipal Corporation by third parties, and Municipal Corporation shall not be liable therefore. Otherwise, the Parties hereto, to the extent of their legal authority therefore, agree to defend, indemnify and hold harmless the other, its directors, officers, employees and affiliates, from any and all claims, suits, demands, losses, damages, liabilities, costs and expenses, including reasonable attorney's fees (collectively "Losses") arising from or related to a claim of injury to person or property or death arising from or caused by the negligent acts or negligent omissions of employees, agents, or representatives of the indemnifying party.

8. GENERAL PROVISIONS

- 8.1 Personnel. At any time, Municipal Corporation may request removal or replacement of personnel assigned by MuniServices and MuniServices shall promptly replace such personnel. The time for any deliverables required or any increase in costs shall be adjusted to reflect any adverse impact resulting from the change in personnel.



- 8.2 Gratuities, Gifts, Conflict of Interest. MuniServices shall, at all times, comply with any Municipal Corporation policies regarding gifts, gratuities, or conflicts of interest. At no time shall MuniServices, an employee, agent, director, or contractor offer or accept any gift or gratuity from a third party who may be subject to findings resulting from Services, to or from any Municipal Corporation official, employee, contractor, or agent, or from any other party where such gift or gratuity could be construed as a conflict of interest. MuniServices, its officers, directors, employees, agents, and contractors shall avoid all conflicts of interest, financial or otherwise, or the appearance thereof, in the performance of this Agreement or the applicable Services.
- 8.3 Dispute Resolution. Any dispute relating to this Agreement shall be resolved by good faith negotiations between the parties. Nothing in this section 8.3 shall preclude or restrict either party from seeking judicial determination of any dispute or seeking other forms of resolution such as arbitration or mediation. The prevailing party to any dispute shall be entitled to recover costs and expenses, including reasonable attorney's fees.
- 8.4 Ownership of Work Product. MuniServices shall retain all right, title, and interest in and to the processes, procedures, models, inventions, software, ideas, know-how, and any and all other patentable or copyrightable material used, developed, or reduced to practice in the performance of this Agreement. Upon payment therefore, Municipal Corporation shall be granted all right, title, and interest in and to the reports, charts, graphs, and other deliverables produced by MuniServices in the performance of this Agreement.
- 8.5 Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party. Any assignment without such prior written consent shall be void. Notwithstanding the foregoing, MuniServices may assign monies due under this Agreement (whether classified as accounts receivable or otherwise) without consent from the Municipal Corporation. Notwithstanding the foregoing, the Parties hereto may assign all or part of this Agreement immediately, without the prior written consent of the non-assigning Party (a) to any successor in interest to the assigning Party who expressly assumes responsibility for the assigning Party's obligations hereunder; or (b) if necessary to satisfy the rules, regulations and/or orders of any federal or state governmental agency or body. Any violation of the provisions of this Section shall render this Agreement voidable at the option of the non-assigning Party.
- 8.6 Insurance.
- a. Public Liability. During the term of this Agreement, MuniServices shall maintain in full force and affect a policy of public liability insurance with minimum coverages in accordance with the requirements provided by Municipal Corporation to MuniServices. MuniServices shall cause Municipal Corporation, its officials and employees to be named on all liability policies described above as insured as respects activities undertaken pursuant to the parties' respective obligations pursuant to this Agreement.
 - b. Worker's Compensation. During the term of this Agreement, MuniServices shall fully comply with the terms of the law of Texas concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability MuniServices may have for worker's compensation.



- 8.7 **Severability.** In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions shall remain in full force and effect.
- 8.8 **Waiver.** Either Party's failure to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of that or any other of its rights hereunder at any later date or time.
- 8.9 **Force Majeure.** Neither party shall be liable for failing to perform its obligations hereunder (other than payment obligations) where delayed or hindered by war, riots, embargoes, strikes or acts of its vendors or suppliers, accidents, acts of God, or any other event beyond its reasonable control.
- 8.10 **Notices.** All notices, including notices of address changes, provided hereunder shall be deemed received on the third day after mailing if sent by mail, or immediately if sent by facsimile. Notices shall be sent to the following:

If to MuniServices:

MuniServices, LLC
7335 N. Palm Bluffs Avenue
Fresno, CA 93711
Attn: Legal Department
Email to: legal@muniservices.com

If to Municipal Corporation:

City of Taylor
400 Porter Street
Taylor, TX 76574
Attn: Rosemarie Dennis, Finance Dir.
Email to: Rosemarie.Dennis@ci.taylor.tx.us

- 8.11 **Copies.** This Agreement may be executed in separate counterparts including facsimile copies, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument and legally binding upon the parties.
- 8.12 **Entire Agreement.** This Agreement, including the Exhibits attached hereto and made part hereof, constitutes the entire agreement between MuniServices and Municipal Corporation with respect to the Services provided. This Agreement supersedes and replaces any and all prior agreements, of whatever kind or nature, with respect to the Services provided hereunder. Any prior agreements, discussions, or representations not expressly set forth herein are of no force or effect.
- 8.13 **No Oral Modification.** No modification of this Agreement shall be effective unless set forth in writing and executed with the same formality as this Agreement. No waiver of the requirements of this Section shall be effective unless in writing and signed by the CEO for MuniServices.
- 8.14 **Construction and Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas without regard to its conflict of laws principals. The venue for any disagreement is Williamson County, Texas.
- 8.15 **Headings.** The section headings herein are for convenience and reference purposes only and shall not serve as a basis for construction or interpretation.
- 8.16 **Order of Precedence.** In the event of any conflict between the terms of this Agreement and the terms of any Exhibit, the terms of this Agreement shall prevail. No additional terms, purchase order terms and conditions, or oral or written representations of any kind shall be of any force and effect unless in writing and executed with the same formality as this Agreement.



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8.17 Partial Payment. No receipt by MuniServices of an amount less than Municipal Corporation's full amount due will be deemed to be other than payment "on account", nor will any endorsement or statement on any check or any accompanying letter effect or evidence an accord and satisfaction. MuniServices may accept such check or partial payment without prejudice to MuniServices's right to recover the balance or pursue any right of MuniServices.

The Parties are signing this Agreement as stated in the introductory clause.

MuniServices, LLC

City of Taylor
A Texas Municipal Corporation

By: Marc Herman
Marc Herman (Sep 10, 2009)
Marc Herman
Title: President

By: _____
Title: _____

By: Kevin Cerutti
Kevin Cerutti (Sep 9, 2009)
Kevin Cerutti
Title: Vice President Finance

ATTEST:

City Clerk



You must use this as your coversheet



1. Sign your document if needed



2. Use this coversheet with your document & fax to

1 888 634 4320

Problem faxing to this number? Try 1 202 315 3320

To: Patricia A. Dunn

From: rosemarie.dennis@ci.taylor.tx.us

Date: 09/10/2009 02:15PM PDT

Re: Taylor, Texas HOT Agreement with
MuniServices

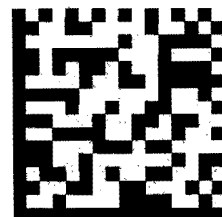
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MuniServices Client Listing

Hotel Occupancy Tax

- Addison
- Arlington
- Austin
- Balcones Heights
- Baytown
- Big Spring
- Bryan
- Burleson
- Cleburne
- Corpus Christi
- Cotulla
- Garland
- Georgetown
- Graham
- Granbury
- Haltom City
- Hillsboro
- Huntsville
- Jacksonville
- Kerrville
- Lake Worth
- Leon Valley

Sales Tax Reporting / Compliance

- Arlington
- Bedford
- Conroe
- Cross Roads
- Duncanville
- Garland
- Georgetown
- Graham
- Granbury
- Greenville
- Haltom City
- Hudson Oaks
- Huntsville
- La Porte
- Lake Worth
- Lewisville
- Livingston
- Mansfield
- McKinney
- Mount Pleasant
- Mount Vernon
- Stephenville

- University Park

Lufkin

Mansfield

Mesquite

Mount Pleasant

Mount Vernon

Pasadena

Palestine

Pecos

Shenandoah

Stephenville

Surfside Beach

Texarkana

Texas City

Tyler

Windercrest

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**LOCAL HOTEL OCCUPANCY TAX AND HOSPITALITY
CONSULTING PROGRAM ADDENDUM**

OBJECTIVES AND METHODS

MuniServices, LLC's ("MuniServices") Local Hotel Occupancy Tax and Hospitality Consulting Program is intended to assist the Municipal Corporation in realizing all of the lodging tax revenue to which it is entitled through conducting annual analyses of returns and, when warranted, on-site examinations of records; providing annual reports reflecting and projecting revenue trends; identifying any providers who should be subjected to field auditing or other scrutiny; offering ordinance and administrative enhancements as needed; and educating lodging providers to ensure appropriate collection and remittance of the lodging tax.

LOCAL HOTEL OCCUPANCY TAX AND HOSPITALITY CONSULTING (HOT) PROGRAM:

ORDINANCE, RETURN AND ADMINISTRATION REVIEW SERVICES (INCEPTION OF CONTRACT):

- Review Municipal Corporation's lodging tax ordinance, return form and administrative procedures;
- Recommend potential enhancements to better acquaint the lodging providers with their responsibilities in collecting and paying-over the tax, and to improve revenue generation and administration by the Municipal Corporation;
- Provide a written report to Municipal Corporation, including suggestions for new ordinance language, form design and process development, as applicable; and
- Meet with Municipal Corporation to discuss findings, and to identify any recommendations for further review.

ANALYSIS & COMPLIANCE REVIEW SERVICES (ANNUALLY):

- Obtain and analyze lodging provider return information in the possession of the Municipal Corporation initially for the prior three (3) year period, thereafter annually for the prior year;
- Conduct unobtrusive collection of information on each property, including number of rooms, occupancy rate, physical condition, business dynamics, etc.;
- Provide a report to the Municipal Corporation on trend analysis to include projections for gross rent revenue and occupancy rates, and other information conducive to assessment of visitation;
- Perform discovery services designed to identify and locate lodging providers not properly registered with the Municipal Corporation and not appearing on the Municipal Corporation rolls as lodging tax remitters;



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- Analyze lodging provider return information from the past three years in order to identify unusual or suspicious reporting and/or activities that warrant further review; and
- Provide a detailed report to the Municipal Corporation identifying lodging providers who require additional investigation or examination to determine their compliance with the Municipal Corporation's lodging tax ordinance;

FIELD AUDIT SERVICES (AS DEEMED NEEDED BY ANALYSIS):

- Perform on-site examinations of the records of those providers identified through analysis to warrant further investigation, but only as authorized by Municipal Corporation;
- Provide Municipal Corporation staff with a detailed list of all records required to be made available by lodging providers for the further reviews, together with a draft engagement announcement letter to be sent to each lodging provider requiring examination;
- In coordination with Municipal Corporation staff, schedule and conduct reviews at the property locations of those providers identified and authorized for examination;
- Verify accuracy of filed lodging tax returns with daily and monthly activity summaries;
- Review a random sample of the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries;
- Review bank statements to verify that deposits reconcile with the reported revenue on the lodging tax returns';
- Review exempted revenue for proper qualifying documentation;
- Review a random sample of exempted guest revenue and trace registration and/or other source documents to verify compliance with the Municipal Corporation ordinance;
- Where possible, compare the State and federal tax filings with the lodging tax returns;
- For each error/omission identified and confirmed, submit substantiating documentation to designated Municipal Corporation staff in order to facilitate collection of revenue due from lodging providers for prior periods;
- Coordinate with designated Municipal Corporation official(s) as necessary to review findings and recommendations;



- Provide assistance to Municipal Corporation in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination; and
- Prepare and document any changes to the review findings and provide revised tax, interest or penalty amounts due the Municipal Corporation.

SEMINAR SERVICES (ONCE, AS SCHEDULED BY MUNICIPAL CORPORATION):

- Conduct a seminar session with Municipal Corporation staff to present and discuss issues pertaining to lodging tax administration. Key topics for normal Municipal Corporation staff sessions include applicable state and federal law, return analysis, deficiency determination techniques and collections. Municipal Corporation may add select topics of Municipal Corporation concern to be reviewed at this session;
- Conduct a seminar session for local lodging providers to disseminate information intended to further the providers' understanding of their duties and responsibilities under the Municipal Corporation's lodging tax ordinance, their responsibilities for collections and record keeping, and to address any points requiring clarification in the lodging providers' understanding of the Municipal Corporation's lodging tax ordinance.

Municipal Corporation staff shall be encouraged to attend both seminar sessions so as to become familiar with the issues and concerns facing local lodging providers and to interact directly with the lodging providers.

COMPENSATION

HOT PROGRAM

MuniServices shall provide the Local Hotel Occupancy Tax and Hospitality Consulting Services for a three year term. Subject, however to the City's right to terminate for any reason or no reason upon sixty (60) days written notice to MuniServices and also subject to any constitutional or statutory limitation or restriction restricting City funds for this Agreement. Such Services shall be provided at an annual Fixed Fee per lodging property located in the Municipal Corporation as per the following classification of lodging properties: six hundred dollars (\$600) per standard lodging property, six hundred dollars (\$600) per timeshare property, and three hundred dollars (\$300) per bed and breakfast facility. The Fixed Fee shall be invoiced upon execution of this Agreement, and on the first and second anniversary date. Additionally, MuniServices shall be entitled to Reimbursement of reasonable travel and other out-of-pocket expenses associated with the conduct of field audits and seminars previously approved by written authorization from Municipal Corporation. Such Reimbursement shall be billed incrementally.

ADDITIONAL CONSULTING

Municipal Corporation may request that MuniServices provide additional consulting services at any time during the term of the Agreement to which this Addendum is attached. If MuniServices and Municipal Corporation agree on the scope of additional consulting services requested, then MuniServices shall provide the additional consulting services on a Time and Materials basis. Depending on the personnel



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assigned to perform the work and approved by written authorization from Municipal Corporation, MuniServices standard hourly rates range from \$75 per hour to \$300 per hour.

These additional consulting services will be invoiced no less frequently than monthly based on actual time and expenses incurred.

Each party is signing this Addendum on the date below that party's signature.

MuniServices, LLC

City of Taylor
A Texas Municipal Corporation

By: Marc Herman
Marc Herman (Sep 10, 2009)
Marc Herman
Title: President

By: _____

Title: _____

Date: _____

ATTEST:

By: Kevin Cerutti
Kevin Cerutti (Sep 9, 2009)
Kevin Cerutti
Title: Vice President Finance

City Clerk

Signature: Kevin Cerutti
Kevin Cerutti (Sep 9, 2009)
Email: kevin.cerutti@muniservices.com
Title: V.P. Finance

Signature: Marc Herman
Marc Herman (Sep 10, 2009)
Email: marc.herman@muniservices.com
Title: President



TML & MuniServices

Local Hotel Occupancy Tax and Hospitality Consulting Services

OBJECTIVES AND METHODS

MuniServices, LLC (MSC) Local Hotel Occupancy Tax and Hospitality Consulting Program is intended to assist the City in realizing all of the lodging tax revenue to which it is entitled through conducting annual analyses of returns and, when warranted, on-site examinations of records; providing annual reports reflecting and projecting revenue trends; identifying any providers who should be subjected to field auditing or other scrutiny; offering ordinance and administrative enhancements as needed; and educating lodging providers to ensure appropriate collection and remittance of the lodging tax. The term of this agreement is three years, although performance shall be annual with respect to certain services as indicated herein below.

LOCAL HOTEL OCCUPANCY TAX AND HOSPITALITY CONSULTING (HOT) PROGRAM:

ORDINANCE, RETURN AND ADMINISTRATION REVIEW SERVICES (INCEPTION OF CONTRACT):

- Review City's lodging tax ordinance, return form and administrative procedures;
- Recommend potential enhancements to better acquaint the lodging providers with their responsibilities in collecting and paying-over the tax, and to improve revenue generation and administration by the City.
- Provide a written report to City, including suggestions for new ordinance language, form design and process development, as applicable; and
- Meet with City to discuss findings, and to identify any recommendations for further review.

ANALYSIS & COMPLIANCE REVIEW SERVICES (ANNUALLY):

- Obtain and analyze lodging provider return information in the possession of the City initially for the prior three (3) year period, thereafter annually for the prior year;
- Conduct unobtrusive collection of information on each property, including number of rooms, occupancy rate, physical condition, business dynamics, etc.;
- Provide a report to the City on trend analysis to include projections for gross rent revenue and occupancy rates, and other information conducive to assessment of visitation.
- Perform discovery services designed to identify and locate lodging providers not properly registered with the City and not appearing on the City rolls as lodging tax remitters;
- Analyze lodging provider return information from the past three years in order to identify unusual or suspicious reporting and/or activities that warrant further review; and
- Provide a detailed report to the City identifying lodging providers who require additional investigation or examination to determine their compliance with the City's lodging tax ordinance;

FIELD AUDIT SERVICES (AS DEEMED NEEDED BY ANALYSIS):

- Perform on-site examinations of the records of those providers identified through analysis to warrant further investigation, but only as authorized by City;
- Provide City staff with a detailed list of all records required to be made available by lodging providers for the further reviews, together with a draft engagement announcement letter to be sent to each lodging provider requiring examination;
- In coordination with City staff, schedule and conduct reviews at the property locations of those providers identified and authorized for examination;

- Verify accuracy of filed lodging tax returns with daily and monthly activity summaries;
- Review a random sample of the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries;
- Review bank statements to verify that deposits reconcile with the reported revenue on the lodging tax returns;
- Review exempted revenue for proper qualifying documentation;
- Review a random sample of exempted guest revenue and trace registration and/or other source documents to verify compliance with the City ordinance;
- Where possible, compare the State and federal tax filings with the lodging tax returns;
- For each error/omission identified and confirmed, submit substantiating documentation to designated City staff in order to facilitate collection of revenue due from lodging providers for prior periods;
- Coordinate with designated City official(s) as necessary to review findings and recommendations;
- Provide assistance to City in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination; and
- Prepare and document any changes to the review findings and provide revised tax, interest or penalty amounts due the City.

In no event shall MSC be required to perform field audit services respecting more than one-third of the City's lodging properties in any one year.

SEMINAR SERVICES (ONCE WHEN DESIRED BY CITY):

- Conduct a seminar session with City staff to present and discuss issues pertaining to lodging tax administration. Key topics for normal city staff sessions include applicable state and federal law, return analysis, deficiency determination techniques and collections. City may add select topics of City concern to be reviewed at this session;
- Conduct a seminar session for local lodging providers to disseminate information intended to further the providers' understanding of their duties and responsibilities under the City's lodging tax ordinance, their responsibilities for collections and record keeping, and to address any points requiring clarification in the lodging providers' understanding of the City's lodging tax ordinance;

City staff shall be encouraged to attend both seminar sessions so as to become familiar with the issues and concerns facing local lodging providers and to interact directly with the lodging providers.

COROLLARY CONSULTING

Upon mutual agreement between MSC and the CITY as to the scope of services to be provided, MSC shall provide to CITY such additional consulting services as CITY may request. Consulting services otherwise included in this Addendum will not be subject to MSC's fees for Corollary Consulting as set forth below.

COST PROPOSAL

HOT PROGRAM

MSC shall provide the Local Hotel Occupancy Tax and Hospitality Consulting Services for a three year term. Such Services shall be provided at an annual Fixed Fee per lodging property located in the CITY as per the following classification of lodging properties: five hundred dollars (\$500) per standard lodging property, five hundred dollars (\$500) per timeshare property, and two hundred fifty dollars (\$250) per bed and breakfast facility. The Fixed Fee shall be invoiced upon execution of this Agreement, and on the first

and second anniversary date of the execution of this Agreement. Additionally, MSC shall be entitled to Reimbursement of reasonable travel and other out-of-pocket expenses associated with the conduct of field audits and seminars. Such Reimbursement shall be billed incrementally.

COROLLARY CONSULTING

For any agreed scope of services to be performed by MSC for CITY as Corollary Consulting as provided for herein, MSC shall be compensated on a Time and Materials basis. MSC's standard hourly rates are as follows:

- Principal - \$175/hour
- Director - \$150/hour
- Manager - \$125/hour
- Senior Analyst - \$100/hour
- Analyst - \$75/hour
- Administrative Support - \$50/hour

All reimbursable expenses shall receive prior approval from the CITY and shall be reimbursed at cost to MSC.



***City Council Meeting
October 8, 2009
Agenda Item Transmittal***

Agenda Item #: 5
Agenda Title: Consider introducing Ordinance 2009-32 creating a Municipal Drainage Utility System (MDUS).

Council Action to be taken: Authorize staff to proceed with creation of this system

Initiating Department: City Administration

Staff Contact: Jim D. Dunaway, City Manager
Casey Sledge, P.E., Consulting City Engineer

1. INTRODUCTION/PURPOSE

Since the last time Council addressed this issue at the June 23, 2009 meeting, Staff conducted two public meetings. Every effort was made to insure that residents most affected by drainage issues were notified. At the end of both sessions, a total of eighty-five (or so) people had attended and comments were received from others via email, regular mail or the website. A copy of the most recent presentation is attached for your reference and as a reminder of what the program actually is and how it is created. Staff is not asking that you consider a rate nor are we asking that you consider exemptions at this time.....we are only asking for permission to proceed forward with the creation of the utility itself.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

A proposed timeline regarding the steps toward the creation of the system is attached for your reference.

5. RECOMMENDATION

Staff recommends that Council authorize moving forward with the creation of a Municipal Drainage Utility System by introducing Ordinance 2009-32.

6. REFERENCE FILES

5a. Ordinance 2009-32

5b. MDUS Presentation.

5c. MDUS Timeline will be provided under separate cover.

ORDINANCE 2009-32

AN ORDINANCE OF THE CITY OF TAYLOR ENTITLED "MUNICIPAL DRAINAGE UTILITY SYSTEM"; ESTABLISHING A MUNICIPAL DRAINAGE UTILITY SYSTEM; SETTING FORTH DEFINITIONS; ESTABLISHING AND CALCULATING DRAINAGE UTILITY CHARGES AND CATEGORIES AND MONTHLY DRAINAGE UTILITY FEES; ESTABLISHING THE BILLING AND PAYMENT OF DRAINAGE UTILITY FEES; PROVIDING FOR AN APPEAL AND HEARING PROCESS; PROVIDING PENALTIES AND REMEDIES FOR FAILURE TO PAY FEES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, within the City of Taylor ("City") there is an existing drainage system which has been developed over a number of years for the purpose of collecting and disposing of storm water runoff; and

WHEREAS, it will be necessary and essential to ensure that the collection of storm water runoff and control of storm water within the City limits adequately protects the health, safety, and welfare of the citizens of the City including, but not limited to, the protection from loss of life and damage to property caused by surface water overflows and surface water stagnation; and

WHEREAS, the City Council finds that impervious cover increases and alters runoff and associated pollutants, making it is necessary and essential that the City address the various environmental issues that may further burden its storm water infrastructure requirements; and

WHEREAS, the City Council directs the City to provide storm water service for all real property in the proposed service area in a nondiscriminatory, reasonable, and equitable terms; and

WHEREAS, Chapter 402, Subchapter C of the Texas Local Government Code (the "Act"), as amended, authorizes the City to establish a municipal drainage utility system within the boundaries of the City; and

WHEREAS, the Act authorizes the City to provide rules for the use, operation and financing of the drainage utility system; and

WHEREAS, the Act authorizes the City to prescribe basis upon which to fund the municipal drainage utility system and to assess the fees and charges to support the municipal drainage utility system; and

WHEREAS, the Act authorizes the City to provide exemptions of certain governmental and other entities or persons from the payment of these charges; and

WHEREAS, through the adoption of this ordinance, the City desires to establish rules to support the City's adoption of the Act and the City's declaration that the drainage utility system of the City to be a public utility; and

WHEREAS, in setting the schedule of charges for drainage utility service, the calculations are based on an inventory of the parcels within the City and the development on the benefited properties; and

WHEREAS, it is the intent of the City to fund a drainage utility system that fairly and equitably allocates the cost of storm water control to properties in proportion to storm water runoff potential for each type of property.

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

SECTION I.

DEFINITIONS

The following definitions apply to the establishment and the operation of the Drainage Utility System:

(1) **Act** means Chapter 402, Subchapter C of the Texas Local Government Code.

(2) **Benefited Property** means an improved or developed parcel, lot or tract to which storm water service is made available.

(3) **Customer** means the person(s) or entity(ies) that is recorded as the customer, or user of utility services for a parcel as recorded in the records of the City's utility or tax billing system.

(4) **Developed Property** means a lot or tract that has been improved with impervious surface. Improved refers to a lot or parcel that has been changed from its natural state.

(5) **Director** means the City Manager or the designated representative.

(6) **Drainage Infrastructure** means the property, real, personal or mixed, that is used in providing storm water capabilities and capacity to manage and control storm water runoff for the Drainage Utility System, including bridges, catch

basins, channels, conduits, creeks, culverts, detention ponds, retention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works, and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses.

(7) **Drainage Utility Fee** means the charge, including interest and penalties paid by the Customer/Owner of a Benefited Property for services provided by the Drainage Utility System including, but not limited to, the items described in "cost-of-service" in Section 402.044(2) of the Act and any charges for future funding of the Drainage Utility System construction as described in Section 402.044(4).

(8) **Drainage Utility System** means the Drainage Utility System owned or controlled, in whole or in part by the City, including the City's existing storm water and drainage facilities, materials, and supplies, and dedicated to the service of Benefited Properties, and including provision for additions, extensions, and improvements thereto and replacements thereof.

(9) **Drainage Utility Only Account** means a utility billing account that is established for the sole purpose of billing applicable Drainage Utility Fees where no other utility services are provided through the City.

(10) **Equivalent Residential Unit or ERU** means 2,500 square feet of impervious area or surface.

(11) **Impervious Area or Impervious Surface** means a surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water and does not have a natural state of vegetative cover. Impervious areas include, but are not limited to, compacted soils with a surface treatment, gravel or crushed stone surfaces, asphalt or concrete pavement, buildings, pavement, parking lots, driveways, sidewalks, private roads and other man-made structure, surface, or uses that is built or laid on the natural surface of the land which has the effect of increasing, concentrating, or otherwise altering storm water runoff so that flows are increased.

(12) **Non Residential Property** means all Developed Properties within the City that are not used for residential purposes. Multi-Family Residential Property is considered as Non Residential Property in this ordinance.

(13) **Owner** means the person(s) or entity(ies) recorded as the owner of a lot or parcel as recorded in the records of the Williamson County Appraisal District.

(14) **Parcel** means one (1) or more lots or tracts, or portions of lots or tracts.

(15) **Residential Property** means any property platted, zoned or used for single or two (2) family residential development upon which a single or two (2) family home has been constructed or placed, including manufactured homes.

(16) **Storm Water Runoff Potential** means relative potential for causing storm water runoff quantities or velocities from a parcel based on the type of development or land use on the parcel.

(17) **Wholly Sufficient and Privately Owned Drainage System** means land and facilities owned and operated by a person or entity other than the City's Drainage Utility System, the storm water from which does not discharge under any storm frequency event or conditions into a creek, river, slough, culvert, channel, other infrastructure or facility that is part of the City's Drainage Utility System.

SECTION II.

ESTABLISHMENT OF A STORM WATER UTILITY

(A) The City Council finds, as required by Section 402.045(b), Adoption of System; Rules, of the Texas Local Government Code, that the City shall:

(1) Establish a schedule of drainage charges against all real property in the proposed service area subject to charges;

(2) Provide drainage service for all real property in the proposed area upon payment of drainage charges (except real property that is exempt from such charges); and

(3) Offer drainage service on nondiscriminatory, reasonable, and equitable terms.

(B) Chapter 402, Municipal Utilities, Subchapter C, Municipal Drainage Utility Systems, of the Texas Local Government Code is adopted, and this ordinance shall be administered in accordance with its provisions.

(C) The Drainage Utility System of the City is declared to be a public utility. Existing facilities are incorporated in the Drainage Utility as permitted by Section 402.046, Incorporation of Existing Facilities, of the Texas Local Government Code.

SECTION III.

SERVICE AREA

The Drainage Utility service area is the area of land located within the city limits of the City of Taylor except as provided in Section XI. Upon the effective dates of completed annexation of additional lands into the City of Taylor, each such annexed additional land shall become part of the service area. Land annexed for limited purposes shall become part of the service area upon annexation for full purposes.

SECTION IV.

ESTABLISHMENT OF A DRAINAGE UTILITY FEE

(A) A Drainage Utility Fee is hereby established.

(B) The Drainage Utility Fee shall be paid by the user of each Benefited Property in the service area.

(C) The Drainage Utility Fee is based on:

- (1) the developed use of the Benefited Property; and
- (2) the measured or estimated amount of impervious area or surface on the Benefited Property.

SECTION V.

CATEGORIES OF DRAINAGE UTILITY RATES

(A) The City Council finds that impervious cover increases runoff and associated pollutants. For the purposes of calculating the Drainage Utility Fee, an ERU shall be the established standard billing unit. Each Benefited Property shall be categorized as one of the following:

- (1) Residential Property. Residential Property shall be determined based on the most recent Williamson County Appraisal District property data. The median single family residential parcel in Taylor has been determined to have approximately 2,500 square feet of impervious area or surface or one (1) ERU.

(2) Non Residential Property. Fees for Non Residential Benefited Properties shall be based on the total estimated impervious area on each parcel divided by 2,500 square feet to determine the number of ERUs or billing units.

(B) The City Council finds that it is equitable to assess the Drainage Utility Fee to each Residential user on a flat rate basis.

(C) The City Council finds that it is equitable to assess the Drainage Utility Fee to each Non Residential user on the basis of the number of ERU's in a parcel, which shall be obtained by dividing the estimated impervious area or surface by 2,500 square feet. The calculated number of ERU's will be rounded to the nearest whole integer to determine the monthly fee.

(D) The City Council may review the schedule of rates at any time and may, by ordinance, increase or decrease said rates within the schedule, upon a reasonable determination that said increase or decrease is warranted.

SECTION VI.

BILLING FOR DRAINAGE UTILITY FEE

(A) The Drainage Utility Fee shall be shown as a separate listing on the monthly water utility bill from the City.

(B) The Drainage Utility Fee will be charged to the Customer/Owner currently established as the responsible party for City's water utility service.

(C) For a parcel that is not occupied by a customer that may use water, wastewater, solid waste or other utility service and considered by the City to be vacant, either on a temporary or permanent basis, the City may bill the owner of the parcel for the Drainage Utility Fee.

(D) Where the City does not bill water, sewer or solid waste to a Customer/Owner, the City is hereby authorized to establish a "Drainage Utility Only Account" and to bill the Drainage Utility Fee to either the Customer/Owner.

(E) Any charge due hereunder which is not paid when due may be recovered in an action at law by the City. In accordance with Chapter 402.050 of the Texas Local Government Code failure of a user of the Drainage Utility System to pay the charges promptly when due shall subject such user to any remedy or penalty provided by law or in this Section, including discontinuance of any utility services provided by the City and placement of a lien against the property.

SECTION VII.

DRAINAGE UTILITY FUND

(A) A Drainage Utility fund is created.

(B) The Drainage Utility fund shall be administered in accordance with Section 402.049, Segregation of Income, of the Texas Local Government Code.

SECTION VIII.

ADMINISTRATION; RULES

(A) The Director shall administer this ordinance.

(B) The Director shall promulgate rules necessary to administer this ordinance.

SECTION IX.

APPEALS

(A) Subject to the restrictions set forth in this Section, any Customer/Owner who believes the calculation or determination of the Drainage Utility Fee assessed against them to be incorrect may appeal the fees to the Director; and the Director shall evaluate the appeal based on the methodologies for calculating the Drainage Utility Fee set forth in this Ordinance.

(B) The appeal shall be in writing and set forth, in detail, the relief sought, the grounds upon which relief is sought and whether the petitioner requests a hearing on its appeal.

(C) The appeal shall be filed with such Director within fifteen (15) business days of the Customer/Owner receiving the billing statement from the City. The billing statement shall be deemed received five (5) days after it is placed in a mail receptacle of the United States Postal Service.

(D) Failure to submit a timely written appeal for reconsideration shall be deemed to be a waiver of any further right to administrative reconsideration or reviews on such billing statement.

(E) The Customer/Owner requesting an adjustment may be required, at the Customer/Owner's cost, to provide supplemental information to the Director, including but not limited to survey data approved by a Texas licensed professional land surveyor, engineering reports approved by a Texas licensed professional engineer, or other documentation the Director deems necessary. Failure to provide requested information in a timely manner may result in the denial of the adjustment request.

(F) Within a reasonable time of the submittal of an appeal, the Director shall either grant the petition and modify the Drainage Utility Fee assessed; deny the petition if no adjustment is warranted; or a hearing is deemed necessary by the Director, set a hearing on the petition for appeal.

SECTION X.

HEARINGS

(A) If a hearing is deemed necessary by the Director, then the Director shall set a hearing to determine if an adjustment should be made to the Drainage Utility Fee assessed to the Customer/Owner.

(B) Written notice of the hearing shall be served on the petitioner at least fifteen (15) days prior to the hearing. Notice shall be served in person or by certified mail, return receipt requested.

(C) Notice shall specify the date, time and place of the hearing.

(D) Notice shall be deemed received five (5) days after it is placed in a mail receptacle of the United States Postal Service.

(E) For purposes of this Section, the Director shall be empowered to administer oaths and to promulgate procedural rules for the conduct of the hearing.

(F) Decisions shall be based on a preponderance of the evidence and the petitioner shall have the burden of proof to demonstrate that the Drainage Utility Fee is not applicable, that the petitioner's property is exempt from the charge, that the Drainage Utility Fee was calculated incorrectly or that the determination of the value of the Drainage Utility Fee was not calculated according to the applicable Drainage Utility Fee schedule or the guidelines established in this ordinance.

(G) The Director shall act as the hearing officer.

(H) After the conclusion of the hearing, the Director shall make written findings and shall issue a written decision without undue delay.

(I) The decision of the Director shall be final.

SECTION XI.

EXEMPTIONS

The following entities or persons shall be exempt from this ordinance:

(A) Any property to which a mandatory exemption under Chapter 402.053 of the Local Government Code applies, including without limitation:

(1) Property with proper construction and maintenance of a wholly sufficient and privately owned storm water system that does not discharge under any storm frequency events or conditions to waterways controlled or maintained by the City;

(2) Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the City for maintenance; and

(3) A subdivided parcel or lot, until a structure has been built on the lot and a certificate of occupancy has issued, or the municipality has taken another official action to release the property for occupancy.

(B) Any property to which a mandatory exemption under Chapter 430.003 of the Local Government Code applies, including without limitation:

(1) a state agency; and

(2) a public institution of higher education.

SECTION XII.

NO WAIVER OF IMMUNITY

This Ordinance does not warrant, guarantee, or provide any assurance that a Benefited Property will be free from flooding or erosion, and does not create additional duties on the part of the City. This Ordinance does not waive the City's immunity under any law.

SECTION XIII.

CUMULATIVE PROVISIONS

This ordinance shall be cumulative of all provisions of ordinances and of the Code of the City of Taylor, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION XIV.

SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrase, clause, sentence, paragraph or section of this ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION XV.

PENALTY CLAUSE

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION XVI.

RIGHTS AND REMEDIES

All rights and remedies of the City of Taylor, Texas, are expressly saved as to any and all violations of the provisions of the ordinances amended herein, which have accrued at the time of the effective date of this ordinance and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION XVII.

PUBLICATION

The City Secretary of the City of Taylor, Texas, is hereby directed to publish the caption of this ordinance for two (2) days in the official newspaper of the City of Taylor, Texas, as authorized by Section 52.013, Texas Local Government Code.

SECTION XVIII.

EFFECTIVE DATE

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Taylor, Texas, on the _____ day of _____, 2009.

PASSED, APPROVED and ADOPTED on this the _____ day of _____, 2009.

Rodney Hortenstine,
Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

City of Taylor Municipal Drainage Utility System Implementation Assistance Sledge Engineering & Halff Associates, Inc						REVISED AS OF: Monday, October 05, 2009		
	M	T	W	T	F	Date		Action
October 2009	5	6	7	1 8 Council	2 9	Oct	8	Update Council on MDUS - Council Decides MDUS or Increase Property Tax
	12	13	14	15	16			Final "Create Utility" Ordinance Approved by City Attorney
	19	20	21	22	23			1st Printing of "Create Utility" Ordinance - 30 days (or more) prior to hearing
	26	27 Council	28	29	30	Oct	27	Final Funding Priorities and Rates set; Council: Costs, Rate Structure and RATE CHOICES
November 2009	2	3	4	5	6			
	9	10	11	12 Council	13			2nd Printing of Utility Ordinance
	16	17	18	19	20			3rd Printing of Utility Ordinance
	23	24 Council	25	26	27	Nov	24	Council: Public Hearing on "Create Utility" Ordinance + Pass Ordinance
	30							
December 2009	7	8	9	10 Council	11			Final "Set Rate" Ordinance Approved by City Attorney
	14	15	16	17	18			1st Printing of "Set Rate" Ordinance - 30 days (or more) prior to hearing
	21	22 Council	23	24	25			2nd Printing of Rate Schedule
	28	29	30	31				
January 2010	4	5	6	7 Council	8 15	Jan	14	3rd Printing of Rate Schedule
	11	12	13	14	15			Council: Public Hearing on "Set Rate" Ordinance + Pass Rate Schedule
	18	19	20	21	22			Prep for Billing
	25	26 Council	27	28	29			Prep for Billing
February 2010	1	2	3	4 Council	5 12			Prep for Billing
	8	9	10	11	12			Prep for Billing
	15	16	17	18	19			Prep for Billing
	22	23 Council	24	25	26			Prep for Billing
March 2010	1	2	3	4 Council	5 12			First Storm Water Utility Billing Cycle (March 1, 2010)
	8	9	10	11	12			
	15	16	17	18	19			
	22	23 Council	24	25	26			
	29	30	31					



***City Council Meeting
October 8, 2009
Agenda Item Transmittal***

Agenda Item #: 6
Agenda Title: Consider receiving informational report from the Taylor Family YMCA.
Council Action to be taken: Receive for information only. No action is needed.
Initiating Department: City Administration
Staff Contact: Jim Dunaway, City Manager

1. INTRODUCTION/PURPOSE

Ms. Jennifer Bullock has requested permission to present an informal report to the Council on this summer's activities at "Camp Murphy Park".

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

- 6a Movie version (if you cannot open this format, you will see it at the meeting; just photos; no script.)
- 6b Powerpoint version of the data portion of the presentation
- 6bb Adobe version of data portion (if you cannot open the Powerpoint)

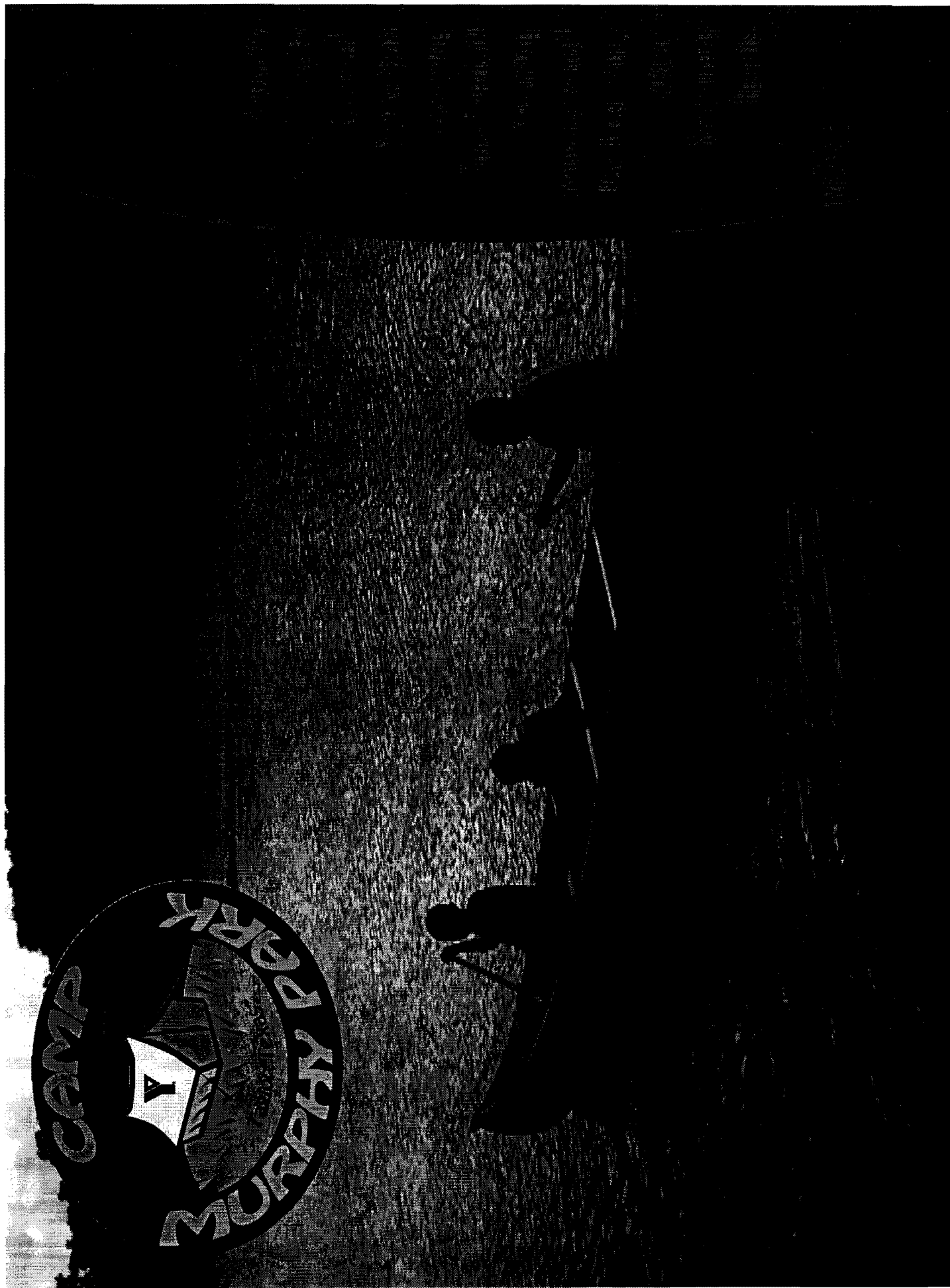


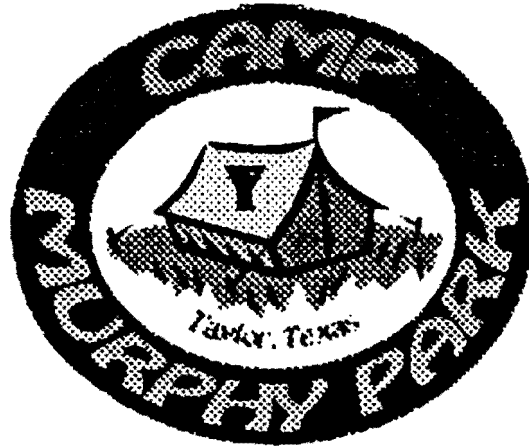


Day camp brings back many memories and images to campers both young and old. It is a powerful experience that can strengthen the values that you, as parents, are teaching daily.

Similar to the YMCA's Camp Twin Lakes in Cedar Park, Camp Murphy Park is an outdoor adventure camp for kids in Kinder - 5th Grade that is filled from beginning to end with exciting and fun activities that will create a lifetime of memories.







DAILY SCHEDULE

The following is a sample schedule of what campers can expect
on a daily basis at Camp Murphy Park this summer:

7:00 a.m. - 8:30 a.m.

8:30 a.m. - 9:30 a.m.

9:00 a.m. - 11:15 a.m.

11:20 a.m. - 12:00 p.m.

12:00 p.m. - 12:50 p.m.

1:00 p.m. - 1:50 p.m.

2:00 p.m. - 2:50 p.m.

3:00 p.m. - 3:50 p.m.

4:00 p.m.

4:00 p.m. - 6:30 p.m.

Camper Drop-Off

Morning Ceremony

Adventure Series – ‘New’ Theme/Activity Weekly

Lunch (which is provided)

Trailgroup Activity 1: POOL SWIMMING

Trailgroup Activity 2: ARCHERY

Trailgroup Activity 3: HIKING

Trailgroup Activity 4: CANOEING

Camp Ends & Buses Depart

Extended Camp & Parent Pickup



Overview...

1. How many were served during the 2009 Camp Murphy Summer?

Approximately 52 children per day were served at Camp Murphy Park. Over the course of the summer, over 1200 children were served at Camp Murphy Park

2. What was the campers favorite activity over the summer?

Definitely canoeing!!!!

Thank you for a wonderful Summer we could not have made it with out all of your support!!!!!!!!!!!!!!



The New Look of Summer in Taylor!



Day camp brings back many memories and images to campers both young and old. It is a powerful experience that can strengthen the values that you, as parents, are teaching daily.

Similar to the YMCA's Camp Twin Lakes in Cedar Park, Camp Murphy Park is an outdoor adventure camp for kids in Kinder - 5th Grade that is filled from beginning to end with exciting and fun activities that will create a lifetime of memories.





Archery
Arts & Crafts
Baseball
Basketball
Canoeing
Flag Football
Kayaking
Miniature Golf
Paddleboating
Soccer
Swimming
Tennis

MORE



DAILY SCHEDULE

The following is a sample schedule of what campers can expect on a daily basis at Camp Murphy Park this summer:

7:00 a.m. - 8:30 a.m.	Camper Drop-off
8:30 a.m. - 9:30 a.m.	Morning Ceremony
9:30 a.m. - 11:15 a.m.	Adventure Series - "New" Theme/Activity Weekly
11:20 a.m. - 12:00 p.m.	Lunch (which is provided)
12:30 p.m. - 12:50 p.m.	Troopgroup Activity 1: POOL SWIMMING
1:00 p.m. - 1:50 p.m.	Troopgroup Activity 2: ARCHERY
2:00 p.m. - 2:50 p.m.	Troopgroup Activity 3: HIKING
3:00 p.m. - 3:50 p.m.	Troopgroup Activity 4: CANOEING
4:00 p.m.	Camp Ends & Busen Report
4:30 p.m. - 6:30 p.m.	Extended Camp & Parent Pickup



Overview...

1. How many were served during the 2009 Camp Murphy Summer?
Approximately 52 children per day were served at Camp Murphy Park. Over the course of the summer, over 1200 children were served at Camp Murphy Park.

2. What was the campers favorite activity over the summer?
Definitely canoeing!!!!

Thank you for a wonderful Summer we could not have made it with out all of your support!!!!!!!!!!!!





***City Council Meeting
October 8, 2009
Agenda Item Transmittal***

Agenda Item #: 7
Agenda Title: Continue discussion regarding cemetery rules and regulations at the City of Taylor Cemetery.

Council Action to be taken: Continue discussion and possible approval of specific changes

Initiating Department: Public Works

Staff Contact: Danny Thomas, Director of Public Works

1. INTRODUCTION/PURPOSE

At the September 22nd meeting Council established the hours of access to the cemetery grounds will be 7am to 7pm, seven days a week. However, discussion continued on the actual rules for decorating the gravesites.

2. DESCRIPTION/ JUSTIFICATION

The current rules at the cemetery regarding improvements and beautification are in need of clarification. Staff is recommending some changes to these rules including permission forms to be signed by property lot owners notifying them of the regulations.

3. FINANCIAL/BUDGET

There will be costs associated with the notification of those affected, as well as some costs associated with the acquisition of signage.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

To continue discussion and consider approving rules included in Ordinance 2009-19.

6. REFERENCE FILES

a. Ordinance 2009-19

ORDINANCE NO. 2009-19

CITY CEMETERY

“AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING ORDINANCE PASSED BY THE BOARD OF COMMISSIONERS ON SEPTEMBER 27, 1988 ADOPTING RULES AND REGULATIONS FOR THE CITY CEMETERY, REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A REPEALER CLAUSE”

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

SECTION 1.0 PURPOSE

The purpose of this ordinance is to establish clear and unambiguous rules and regulations pertaining to the City Cemetery.

SECTION 2.0 DEFINITIONS

Words and terms used in this Cemetery Ordinance shall be given the meanings set forth in this Section. All words not defined shall be given their common, ordinary meanings, as the context may reasonably suggest. In case of a dispute over the meaning of a term not defined in this Ordinance, or over the application of a definition that is set forth, the City Attorney shall give a written interpretation of such term(s) and application(s).

Cemetery - place that is used or intended to be used for interment, and includes a graveyard, burial park, or mausoleum.

Cemetery Purpose - a purpose necessary or incidental to establishing, maintaining, managing, operating, improving, or conducting a cemetery, interring remains, or caring for, preserving, and embellishing cemetery property.

Funeral Establishment - a place of business used in the care and preparation for interment or transportation of human remains, or any place where one or more persons, either as sole owner, in co-partnership, or through corporate status, are engaged or represent themselves to be engaged in the business of embalming or funeral directing.

Grave - a space of ground that is in a burial park and that is used or intended to be used for interment in the ground.

Human Remains - the body of a decedent.

Interment - the permanent disposition of *human* remains by burial.

Interment Right - the right to inter the remains of a decedent in a space.

Lot – spaces in a cemetery owned by an individual that is used or intended for use for interment, eight (8) adjoining graves or spaces.

Cemetery Care – the maintenance, repair and care of the cemetery.

Plot Owner - a person:

- a. in whose name a space or lot is listed in a cemetery organizations office as the owner of the exclusive right of sepulture; or
- b. who holds, from a cemetery organization, a certificate of ownership or other instrument of conveyance of exclusive right of sepulture in a particular space or lot in the organizations cemetery.

Remains - either human remains or cremated remains.

Sepulture - burial of remains or interment of remains, or a burial place.

Cemetery Clerk, Authority of -

- a. Person in charge of a cemetery who has the same powers, duties, and immunities granted by law to:
 - a police officer in the municipality in which the cemetery is located; or
 - a constable or sheriff of the county in which the cemetery is located if the cemetery is outside a municipality.
- b. A person who is granted authority under Subsection (a) shall maintain order and enforce the cemetery organization's rules, state law, and municipal ordinances in the cemetery over which that person has charge and near the cemetery as necessary to protect cemetery property.

Space – single standard grave for burial of remains may consist of:

- Two sets of remains when *one* set of remains are ashes.
- Two sets of remains when both remains are infants
- Two sets of remains when both remains are ashes.

Standard Grave - the standard size of a grave in the ordinance is thirty-six (36) inches wide, ninety-six (96) inches long and sixty (60) inches deep.

Oversized Grave - the oversized size of a grave in the ordinance is thirty-seven to forty-five (37-45) inches wide, ninety-six (96) inches long and sixty (60) inches deep.

Infant Grave - the standard size of an infant grave in the ordinance is thirty-six (36) inches wide, forty-eight (48) inches long and thirty-sixty (36) inches deep. Infants **may not** be placed at the foot of an existing occupied grave of a family member or non-family member.

Ashes Grave - the standard size of a grave for Ashes in the ordinance is thirty-six (36) inches wide, forty-eight (48) inches long and twenty-four (24) inches deep. Ashes **may** be placed at the foot of an existing occupied grave of a family member or a non-family member with written consent of the said family.

SECTION 3.0 MANAGEMENT OF THE CEMETERY

The City Manager shall have general charge and supervision of the city cemetery and shall have full authority to employ, hire and fire any of said employees that he may deem necessary. The City Manager shall have authority to employ a Cemetery Clerk who shall have charge of the day-to-day operation of said cemetery under the control and direction of the City Manager. The City Manager shall cause to be kept duplicate records of all lots and spaces sold so that the same can be found and properly identified and he shall see that all maps and plans of the grounds are preserved.

SECTION 4.0 CONVEYANCES OF LOTS AND SPACES

All lots and spaces in the city cemetery shall be conveyed to the purchaser by warranty deed duly executed by the City Manager and attested to by the City Clerk with the city seal impressed thereon. Said deed shall contain a provision making said sale subject to the terms and conditions of this ordinance applicable to the cemetery rules the same as if they were written in the ordinance word by word; the said purchaser of the lot or space shall take same subject to the applicable terms and condition of this ordinance.

SECTION 5.0 TRANSFERS OR SALE OF LOTS AND SPACES BY GRANTEE

- 5.1 Owners of lot in the city cemetery shall not transfer or assign any lot or space of any interest therein are valid without the consent in writing of a permission form issued by the Cemetery Clerk and notarized upon such transfer or assignment. A fee shall be charged for the making of said transfer. *(See Appendix: Cemetery Fees)*
- 5.2 Owners of lot in the city cemetery shall not allow a sale or interest therein are valid without the consent in writing of the City Manager of the City of Taylor. A fee of shall be charged for the making of said transfer. *(See Appendix: Cemetery Fees)*

SECTION 6.0 INTERMENTS AND DISINTERMENTS

- 6.1.1 Approval for interment of remains shall be made to the City Cemetery Clerk's office 24 hours prior to the interment, and said interment shall be record providing such application by proper certificates, as required by state law. In said approval for interment there shall be stated the exact location of the lot in which the remains are to be interred and the time that said burial will take place and such evidence, as may be necessary, to show that the owner of said lot or space has consented to the burial of said remains on said lot or space.
- 6.1.2 No interment of remains shall be in the city cemetery using a non-family member's lot or space shall be granted until the City Cemetery Clerk has received a notarized permission form. Request for interment of remains shall be made to the Cemetery Clerk, and therein shall issue a permission form for such interment, providing such application by proper certificates, as required by state law. In said permission form for interment there shall be stated the exact location of the lot in which the remains are to be interred and such evidence, as may be necessary, to show that the owner of said lot or space has consented to the burial of said remains on said lot or space. Request for a permission form for interment of a non-family member must be made at the Cemetery Clerk's office 24 hours prior to the interment.
- 6.1.3 No disinterment shall be allowed in the city cemetery except by the written consent of the City Manager upon written order of the owners of said lot. Disinterment shall only be made under the direction of the cemetery authorities and in conformity with state laws. Before any grave in the cemetery is permitted to be opened, a permission form issued to the owner of said lot or space on which said graves situated shall be issued from the Cemetery Clerk's office. Therein said form shall be required to be notarized and the same shall only be opened after receiving written permission to open same from the City Manager.
- 6.2 At the time of making of said application for interments the party making such application shall pay to the Cemetery Clerk the cost of digging the grave. *(See Appendix: Cemetery Fees)*
- 6.3 In case of disinterment from a single grave or re-interment in spaces of other owners no allowance will be made for the grave vacated and a relinquishment of such grave to the city shall be required before an order is issued for disinterment.
- 6.4 When single graves described in paragraph 6.3 are vacated by disinterment by the view of re-interring in a higher priced grave or space the price originally paid for such grave or space shall be allowed in part payment on the new purchase price, the usual charge for disinterring and interring to be made in both cases.

SECTION 7.0 CHARGES GENERALLY AND OPERATING HOURS

The City Council may from time to time fix the prices at which lots or single spaces may be sold and may from time to time establish fixed charges for digging the graves and other services to be performed by the Cemetery Clerk. *(See Appendix: Cemetery Fees)*

Cemetery office hours are 9 a.m. to 4 p.m. Monday through Friday. The cemetery gate hours are to be Gate 1 automatically opens at 7 a.m. closes at 7 p.m. Monday through Sunday, Gates 2, 3 and 4, will be opened at 9 a.m. closed at 4 p.m. Monday through Friday. Note * *(During weekend Funeral Services, the appropriate gate(s) will be opened to accommodate the service)*

SECTION 8.0 CITY CEMETERY FUNDS

There are hereby established three funds consisting of the “cemetery operating fund”, “cemetery permanent fund” and the “cemetery land purchase fund” whose uses and sources of revenue are prescribed as follows:

- 8.1 The “cemetery operating fund” shall be established as an “enterprise fund” and used to finance day-to-day operating expenses of the cemetery including but not limited to payment for services of the cemetery clerk, utility costs, capital outlay items, equipment maintenance, and grounds maintenance activities and minor improvements for the cemetery as may be needed. Revenue from all fees and charges for services identified in Section 7.0 with the exception of portions of the principal amounts derived from sale of cemetery spaces as defined below shall be deposited into and accounted for in the “cemetery operating fund”. Likewise, all interest or income derived from investment of the balances of any of the three cemetery funds and all rents or lease income derived from cemetery land, shall be deposited for use in the “cemetery operating fund”. Initially 70% of the proceeds from the sale of cemetery spaces shall be allocated to the “cemetery operating fund”.
- 8.2 The “cemetery permanent fund” shall be established as a “trust and agency fund” and held in trust by the city, subject to control by the City Council. The principal of such fund shall be invested in securities of the same class and character as permitted by the City’s Investment Policy that is adopted annually. Initially, 25% of the proceeds from the sale of cemetery spaces shall be allocated to the “cemetery permanent fund”.
- 8.3 The “cemetery land purchase fund” shall be established as a “special revenue fund” and used only for the purchase of additional land for the city cemetery. Initially 5% of the proceeds from the sale of cemetery spaces shall be allocated to the “cemetery land purchase fund”.
- 8.4 The percentage allocation of amounts derived from the sale of cemetery spaces to each of the authorized funds as set forth herein may be changed by motion of the City Council from time to time.

SECTION 9.0 PROTECTIVE MEMORIALS OR SLABS

Protective memorials or slabs may be placed on owner's lot in the cemetery, provided such protective memorial or slab, the foundation for same and the supports thereof meet the following requirements:

- 9.1 Such protective material or slab shall not exceed thirty-six (36) inches in width and ninety-six (96) inches in length.
- 9.2 Such protective memorial or slab shall be set using the following criteria. A solid concrete foundation using 3000psi concrete flowed 6" inches to 8" inches in depth, using a crosshatch pattern of #3 rebar=0.375 diameter, at a spacing of 12' inches.

SECTION 10.0 RULES AND REGULATIONS FOR BEAUTIFICATION AND IMPROVEMENTS

In the beautification and improvements of the city cemetery the plan as outlined on the maps and plats of the third and fourth additions are made a part hereof shall be followed as far as practical and in order to prevent any interference with said plan of beautification and improvement of said premises the following rules and regulations shall be followed:

- 10.1 All lots and spaces shall be maintained on a uniform level and no lot shall be raised or terraced.
- 10.2 No lot or space enclosure of any kind whatsoever shall be permitted.
- 10.3 No sign or other indication that a lot or space is "For Sale" shall be permitted within the cemetery.
- 10.4 No animal's remains shall be buried with a deceased member or within the city cemetery.
- 10.5 One flag shall be allowed per each grave space for the acknowledgment of Patriotic holidays said flag will be removed when said flag becomes faded, torn or tattered.

- 10.6 One flower urn shall be allowed per each grave space for the placement of real or artificial flowers consisting of one set of flowers. Faded or dead flowers will be removed.
- 10.7 No items shall be left on said grave any longer than 30 days.
- 10.8 Adjoining graves shall be allowed one cement bench.
- 10.9 Only one monument shall be placed on each lot and said monument shall not exceed six (6) feet in height above the surface of the ground and said monument shall be placed on the center of said lot and shall only be erected when proper foundation is built to support the weight of same; provided, however, in cases of owners owning one-half lots only, a written agreement shall be made between the owners of such one-half lots to the effect that the location shall be in the center of the whole lot. Where there is an underground concrete vault, the owner may place a monument off-center of the lot, subject, however, to the approval of the Cemetery Clerk.
- 10.10 The headstone for graves or any structure to mark a grave shall:
- a. In the "Third Addition" of the 'city cemetery', and for the "Third Addition" only, not exceed six (6) inches in height above the surface of the ground nor more than fifteen (15) inches in width and must not exceed thirty (30) inches in length for single graves and seventy-eight (78) inches in length where one headstone is to serve for two (2) graves same must be placed upon a foundation as prescribed by the Cemetery Clerk;
 - b. In the "Fourth Addition" of the 'city cemetery', and for the "Fourth Addition" only, be flush with the ground and shall not exceed fifteen (15) inches in width and must not exceed thirty (30) inches in length for single graves and seventy-eight (78) inches in length where one headstone is to serve for two (2) graves and same must be placed upon a foundation as prescribed by the Cemetery Clerk.
- 10.11 The footstone for a grave shall not exceed twelve (12) inches in width and twenty-four (24) inches in length and must be installed flush with the ground. Footstones must be placed on a foundation as prescribed by the Cemetery Clerk. Only one footstone shall be allowed per grave site.
- 10.12 No steps to lots will be permitted in said cemetery. Stone slabs shall be permitted so long as slabs do not extend or protrude above the natural ground level of the cemetery lot or space in question, being understood that it is necessary from a maintenance standpoint that the city be able to mow over and across any slab without damage to the slab or city equipment.
- 10.13 No vaults shall be built entirely or partially above the ground without permission of the City Manager. All vaults must be furnished with shelves allowing

interments to be made and perpetually sealed; all monuments and all parts of vaults above ground shall be marble, bronze, cement or other cut stone.

- 10.14 No iron or wirework seats or vases shall be placed on lots or spaces.
- 10.15 Before any monument, headstone or marker shall be placed in said cemetery, a 24 hours notice for setting any monument, headstone or marker shall be submitted to the City Cemetery Clerk's office. The City Cemetery Clerk has the right to reject the setting of any monument, headstone or marker that is not in conformity with the rules and regulation herein provided by the city cemetery. A fee will be charged at the time of the setting. *(See Appendix: Cemetery Fees)*
- 10.16 The erection and placing of all monuments, headstones and markers shall be under the direction and supervision of the Cemetery Clerk and no monument, headstone or marker shall be placed in the cemetery without a 24 hour All monuments, headstones and markers shall be placed upon a proper foundation as prescribed by the Cemetery Clerk which will be adequate to sustain the weight of a monument, headstone or marker.
- 10.17 Owners of the lots or spaces shall not plant flowers, shrubs or trees on said lots or spaces which will interfere with the adjacent lots or avenues or be unsightly or inconvenient to those passing and shall interfere or be contrary to the general scheme of improvements or beautification of the cemetery and shall not plant any flowers, shrubs or trees in the cemetery without receiving a written permission from the Cemetery Clerk.
- 10.18 No workmen or laborers shall be admitted to the cemetery for the purpose of doing any work therein without the permission of the Cemetery Clerk. All work of every nature done and to be done in said cemetery shall be done under supervision of the Cemetery Clerk.
- 10.19 All work performed in the cemetery by any person, firm, partnership, corporation or other entity not connected with the city shall be conducted and performed during the hours from 9:00 a.m. to 4:00 p.m. on Mondays through Fridays. No work shall be performed by such outside laborers on Saturdays or Sundays or during any other time not expressly authorized herein. It is understood that this shall not apply to the city or its employees, agents or servants.
- 10.20 The City Council shall have the right to authorize the removal of any monument(s), statue(s), structures, articles, shrubs, trees or flowers placed in or upon any lot or space in the cemetery which shall be determined by the City Council to be offensive, improper or injurious to the appearance of the surrounding lots or grounds, and in order to remove same the City Manager shall authorize City staff to enter upon such lots or spaces.

SECTION 11.0 SALE OF SPACES ON TIME AND OTHER FEES

The City of Taylor shall sell cemetery spaces on a time payment schedule based upon payments for each space. A “contract of sale: shall be entered into between the City Manager and the purchaser of said cemetery spaces. A fee shall be charged for recording of the cemetery deed issued to cover the cost of filing with the Williamson County Clerks Office. *(See Appendix: Cemetery Fees)*

SECTION 12.0 SEVERABILITY CLAUSES

That 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 13.0 REPEALER CLAUSES

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

SECTION 14.0 INTRODUCTIONS

In accordance with Article 8, of the City Charter, this ordinance was introduced before the City Council on the 10th day of September, 2009.

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

Rod Hortenstine, Mayor
Taylor City Council

ATTEST:

Susan Brock, City Clerk



***City Council Meeting
October 8, 2009
Agenda Item Transmittal***

Agenda Item #: 8
Agenda Title: Consider establishing fiscal year and approving Hotel/Motel Agreement with Taylor Chamber of Commerce.

Council Action to be taken: Approve, deny or table

Initiating Department: City Management

Staff Contact: Jim D. Dunaway, City Manager

1. INTRODUCTION/PURPOSE

The City's agreement with the Chamber of Commerce for the distribution of a portion of the City's Hotel/Motel Tax expired on September 30, 2009. Mr. Rob Bauman, Chamber President, will be present to address any questions or comments you may have.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

This agreement stipulates that the City will pay the Chamber seventy-five percent (75%) of the Hotel/Motel taxes collected during the term of the contract, not to exceed \$60,000 annually. Under the current contract, we have paid the Chamber \$48,018.17 (Q4-08 thru Q3-09) to date.

4. TIMELINE CONSIDERATIONS

This agreement expired on September 30, 2009.

5. RECOMMENDATION

Staff recommends approval of the enclosed amended contract with the Chamber.

6. REFERENCE FILES

a. City Agreement with Chamber for 2008-09.

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§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

2

PUBLICITY AND TOURISM AGREEMENT

This Publicity and Tourism Agreement ("Agreement") is made by and between the City of Taylor, Texas, a Texas Home Rule Municipal Corporation, (referred to herein as the "City") and the Taylor Chamber of Commerce, a Texas non-profit corporation organized and existing under the laws of the State of Texas, (referred to herein as "Chamber of Commerce"). The City and the Chamber of Commerce are also referred to collectively in this Agreement as the "Parties" and singularly as "Party". The Parties have entered into other Publicity and Tourism Agreements prior to the date of this Agreement. However, the Parties intend that this Agreement will supersede and replace all previously adopted and finalized Publicity and Tourism Agreements in their entirety.

RECITALS

WHEREAS, V.A.T.S. Tax Code, Chapter 351, entitled Local Hotel Occupancy Tax, provides that a hotel/motel sleeping room tax of seven percent (7%) may be collected by cities, and that the proceeds from such tax may be used for promotion of tourism, in support of the arts, historical preservations and other purposes as set out in the statute as now written and as may be amended, and the City has been and is collecting the tax; and

WHEREAS, the City, acting under the authority granted to it under state statutes and its Home-Rule Charter, has theretofore enacted a local hotel/motel occupancy tax on occupants of hotels and motels within the City and it's extraterritorial jurisdiction; and

WHEREAS, the City desires to use a portion of the revenue generated from the hotel/motel occupancy tax to promote tourism in the City and to publicize activities and special events occurring in and around the City; and

WHEREAS, the Chamber of Commerce has expressed a desire to establish ongoing programs to promote tourism in and around the City, and desires to work with the City to accomplish this goal; and

WHEREAS, the City, has determined that it desires to work with the Chamber of Commerce toward the mutual goal of promoting tourism in and around the City; and

WHEREAS, the City has determined the Chamber of Commerce is an organization that is able to receive information from the public concerning promotion of tourism in the Taylor area, and that the Chamber of Commerce is able to summarize the input received from the public in this regard and to present that information to the City Council for its consideration; and

WHEREAS, the City desires to periodically receive from the Chamber of Commerce information concerning requests of local businesses and organizations so that the City may evaluate the information when budgeting for expenditures related to publicity for the City, and for promoting tourism in and around the City; and

WHEREAS, in consideration of their mutual desire to promote tourism and to attract visitors to the City, the Parties desire to contract for the management and supervision by the Chamber of Commerce for programs and activities funded with revenue from the hotel/motel occupancy tax.

NOW, IN CONSIDERATION OF THE MUTUAL COVENANTS TO BE PERFORMED BY THE PARTIES AND OTHER VALUABLE CONSIDERATION HEREBY ACKNOWLEDGED THE PARTIES AGREE TO THE FOLLOWING:

I.

GENERAL TERMS

As more specifically detailed herein, the Parties generally agree to the following basic terms:

- 1) In conformity with the Texas Tax Code, Chapter 351 and the City ordinances pertaining thereto, the City shall collect the hotel/motel occupancy tax. The City shall provide to the Chamber of Commerce seventy-five per cent (75%) of hotel/motel taxes collected by the City but such payment shall be limited to an amount not to exceed Sixty Thousand and No/100 Dollars (\$60,000.00). The remaining twenty five (25%) per cent shall be retained and used by the City as determined by the City in its sole discretion. The payments to the Chamber of Commerce shall be made quarterly within fifteen (15) days of receipt of the tax by the City. The anticipated months

for revenue payments by the City to the Chamber of Commerce are February, May, August and November.

- 2) The Chamber of Commerce shall expend the tax revenue disbursed under this Agreement for the exclusive purpose of advertising and conducting solicitations and programs to attract tourists and visitors to the City and its vicinity, as provided by the Texas Tax Code Chapter §351.101(a)(3). All such revenues shall be expended in a manner directly enhancing and promoting tourism and the hotel industry in the City and the immediate vicinity.

II.

SERVICES TO BE PERFORMED BY THE CHAMBER OF COMMERCE

Section 2.1 LOCAL ORGANIZATIONS'/BUSINESSES' REQUESTS FOR FUNDING:

The Parties agree that the Chamber of Commerce shall meet with members of the Taylor community to receive information from them, related to their requests for assistance from the City for promotion of business and/or publicity related to various local events and activities. Subsequently, on a quarterly basis, the Chamber of Commerce will coordinate with the City Manager to attend a regularly scheduled City Council meeting to present a written update on the information the Chamber of Commerce has gathered from the Taylor community and with year-to-date budget, income and expenditure information. The Parties agree that if and when entities, businesses or individuals in the Taylor community request an audience for presentation of information to the City concerning promotion of tourism or special events or activities, the City may refer these entities, businesses, and individuals to the Chamber of Commerce and the Chamber of Commerce shall schedule a time for presentation to the Chamber of Commerce.

Section 2.2 PROMOTION OF TOURISM:

The Chamber of Commerce shall perform services related to advertising and promoting tourism for the visitor market, from which the City derives direct tourist income benefit.

The Chamber of Commerce agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and meetings/conventions to the City and the local area by: publishing and distributing

brochures and community information packets; advertising in various tourists publications and general media publications as appropriate; representing the City at travel shows and other such events; participating with state and regional agencies in tourist development programs of benefit to the local area and to the City; and, using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and the City.

The Chamber of Commerce further agrees that it will: seek to achieve economic benefits for the City through all such activities; provide tourist-related information about the City, upon request; and serve as an advisory body to the City, on request, in matters related to expanding the tourist-derived economy.

Section 2.3 STAFFING:

The Chamber of Commerce shall use its best efforts to secure sufficient numbers of employees and volunteers to accomplish the responsibilities set forth in this Agreement. The Chamber of Commerce shall further provide office space, equipment, supplies and other materials necessary to accomplish the purposes of this Agreement.

It is expressly understood and agreed by and between the Parties that the Chamber of Commerce is hired and engaged as an independent contractor and is not an officer, agent or employee of the City.

III.

BUDGET AND PERFORMANCE REVIEW

Section 3.1 BUDGET PROCESS:

On or about June 30th August 30th of each year that this Agreement is in effect, the Chamber of Commerce shall provide to the City a proposed budget for the upcoming year outlining the amount of hotel/motel occupancy tax revenue it expects to receive and how it will be expended. The proposed budget will then be considered and either rejected or approved by the City Council, in writing, in advance of the release of any local hotel/motel occupancy tax funds. It is understood and agreed by and between the Parties that, upon budget approval by the City, a fiduciary duty is created in the Chamber of Commerce with respect to expenditures of revenue provided.

The Chamber of Commerce shall maintain complete and accurate financial record of each expenditure of local hotel/motel occupancy tax revenue it has received and, upon request of the City Council or other person acting on behalf of the City Council, shall make the records available for inspection and review. The Chamber of Commerce shall maintain the revenue provided from the local hotel/motel occupancy tax in a separate account established for that purpose and shall not commingle that revenue with any other monies of the Chamber of Commerce.

It is understood and agreed by and between the Parties that hotel/motel occupancy tax funds may be spent by the Chamber of Commerce for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if the expenses have been previously approved in the budget and if directly related to the promotion of tourism. The portion of the total administrative costs for which hotel/motel occupancy tax revenues are expended may not exceed the actual administrative costs for the activities, nor may the administrative expense exceed thirty (30%) per cent of the hotel/motel occupancy tax paid by the City to the Chamber of Commerce. The administrative cost, once approved in the budget as provided herein, may be transferred into a separate Chamber of Commerce account.

Section 3.2 PERFORMANCE EVALUATION/STANDARDS:

Twice a year, during the term of this Agreement, the Chamber of Commerce shall conduct limited polling of the local businesses (i.e., restaurants, hotel/motels and specialty shops) to evaluate the benefit to the community derived from Chamber of Commerce expenditures of hotel/motel tax funds provided by the City and the economic impact, if any, of the City and Chamber of Commerce support of advertising and promoting the City and of various community events. The Chamber of Commerce shall provide the results of the polls to the City Council in its April and October reports to the City Council (required in Section 3.3 below). The reports will indicate, for example, what increase, if any, has occurred in revenues generated for local hotel/motels, as a result of specific publicity and promotion campaigns. The reports shall compare the increase and/or decrease in the hotel/motel tax collection for that period with the proceeding periods. The Parties agree, however, that should any state, local, or national circumstances beyond the control of the Chamber of Commerce negatively effect the Chamber of

Commerce performance under this Agreement, the City Council shall take the factors into consideration in evaluating the Chamber of Commerce annual performance under this Agreement.

Section 3.3 REPORTING:

The Chamber of Commerce shall prepare written reports for submission to the City Council on a quarterly basis, during the months of January, April, July and October. The quarterly reports shall include, but are not limited to, the following information:

- 1) a description of the activities undertaken by the Chamber of Commerce to benefit the City during the preceding quarter which shall include a Post Event Report Form for each activity receiving Hotel Motel Funds in the form attached hereto as Exhibit "A" and incorporated by reference herein;
- 2) an updated financial statement that indicates how the Chamber of Commerce has expended hotel/motel occupancy tax funds provided by the City on the development of tourism and promotion of local events and on activities, businesses, and organizations, pursuant to the Chamber of Commerce's annual tourism budget as previously approved by the City Council; and,
- 3) other information the City Council may request after reviewing the reports presented to ensure City Council's understanding of the activities undertaken by the Chamber of Commerce in performance of the terms of the Agreement.

All reports and records related to hotel/motel occupancy tax funds shall be maintained and available to the City for a period of five (5) years after receipt of approval from the City.

IV.

TERM AND TERMINATION

This Agreement shall begin the 1st day of October 2008 2009, and shall terminate at midnight on the 30th day of September 2009 2010. In the event either Party fails to abide by any of the terms of this Agreement the non-defaulting party shall furnish a thirty (30) day prior written notice of the default and opportunity to cure to the defaulting Party. The defaulting Party shall have thirty (30) days from the date of

the notice to cure the default and if the default is cured within the thirty (30) day cure period this Agreement shall remain in full force and effect. Failure of the defaulting Party to cure the default within the thirty (30) day cure period shall result in termination of this Agreement ninety (90) days from the date of the default notice was given by the non-defaulting Party to the defaulting Party or September 30, whichever occurs first.

V.

NOTICES

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified and/or registered mail, postage prepaid and addressed to:

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Taylor Chamber of Commerce
Attn: President
P. O. Box 231
Taylor, Texas 76574

With a copy to:
Taylor Chamber of Commerce
Attn: Chairman-Board of Directors
P. O. Box 231
Taylor, Texas 76574

VI.

ASSIGNMENT

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Chamber of

Commerce from participating with regional or state tourism programs or contracting for joint promotion with other agencies.

VII.

VENUE AND JURISDICTION

This Agreement shall be subject to the laws and statutes of the State of Texas, and venue, jurisdiction and performance shall be in Williamson County, Texas.

VIII.

INDEMNITY

The Chamber of Commerce agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability for negligence and willful misconduct of the Chamber of Commerce, including without limitation, all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or from damage to any property, arising from or in connection with the operations of the Chamber of Commerce, its officers, agents, and employees carried out in furtherance of this Agreement. The Chamber of Commerce shall carry or cause to be carried public liability insurance in the amount(s) of: THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for each person; THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for each occurrence; and ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) property damage liability insurance for each occurrence. The insurance policies for the coverage shall name the City as an additional insured and the policies, or duplicate originals thereof, must be filed with the City before any operations contemplated by this Agreement are begun by the Chamber of Commerce.

IX.

INDEPENDENT CONTRACTOR

It is understood and agreed that the Chamber of Commerce shall not in any manner be considered a partner or joint venturer with the City, nor shall the Chamber of Commerce be considered or hold itself out as an agent or official representative of the City. The Chamber of Commerce shall be

considered an independent contractor for the purposes of the Agreement and shall in no manner incur any expenses or liability on behalf of the City.

Dated this the _____ day of _____, 2009.

CITY OF TAYLOR, TEXAS

BY: Rodney Hortenstine
ITS: Mayor

Attest:

Susan Brock, City Clerk

TAYLOR CHAMBER OF COMMERCE

BY: Rob Bauman
ITS: President

Attest:

Chamber Secretary



***City Council Meeting
October 8, 2009
Agenda Item Transmittal***

Agenda Item #: 9

Agenda Title: Consider establishing a policy regarding unattended children at the Taylor Public Library.

Council Action to be taken: Approve, deny or table

Initiating Department: Library

Staff Contact: Karen Ellis, Library Director

1. INTRODUCTION/PURPOSE

It is proposed that a new Library policy be adopted to assist Library staff with problems arising from children being left unsupervised and unattended at the Taylor Public Library.

2. DESCRIPTION/ JUSTIFICATION

During the summer months of 2009, library staff saw an unusual number of youth at the Taylor Public Library who were left unattended and unsupervised. Of particular concern were the youth who were at the Library for very long periods of time without adult supervision, or youth who were too young to be at the Library without a responsible adult. Another growing problem is the adults or caretakers who come in with young children, and then ignore the children's behavior while they are on the computers for long periods or doing other things in the Library.

The Library is a public place and as such, does not regulate who comes and who goes. The Library cannot serve as free daycare service. We do invite children to come use our facility, check out materials and come to our programs. The Library is in a neighborhood and children walk to the Library all the time. Library staff is devoted to providing service to area children; however, we are not able to serve as babysitters and are in no way responsible for unattended children.

After discussions with Library staff and the Library Advisory Board, the following issues were addressed in the proposed Unattended Children Policy:

1. Too young to be alone: we used age 7 and younger as just too young to be in the Library alone. When comparing to other public library policies, this age seemed

to be commonly used. What that does mean is that older children (8 yrs+) can be in the Library by themselves, but all the other rules still apply.

2. Children with special needs require adult supervision at all times.
3. Children left for long periods of time at the Library.
4. Bad behavior of children, whether they have adults with them or not.
5. Children left after closing time. Thankfully, not a huge problem.
6. What should happen if certain parents/guardians are not appropriately addressing behavior problems, unattended children or children regularly left after hours?

3. FINANCIAL/BUDGET

None.

4. TIMELINE CONSIDERATIONS

While the busy summer is over, we still have plenty of youth visitors to the Library. We certainly want a policy to assist Library staff well before next summer.

5. RECOMMENDATION

The Library Advisory Board discussed concerns about unattended children during their August 18th board meeting and approved the policy drafted by staff during their September 16th board meeting. Library staff now brings that policy before the City Council, recommending approval of the Unattended Children Policy.

6. REFERENCE FILES

- a. Unattended Children Policy
- b. Comparison Chart of other library policies
- c. Code of Conduct Policy

Taylor Public Library	Approved by Library Board: Sept 15, 2009 Approved by City Council:	
Unattended Children	Revised:	Page 1 of 2

Library Mission

The mission of the Taylor Public Library is to promote a lifelong love of reading and to provide educational, informational, and recreational resources to patrons of all ages, cultural and economic backgrounds.

Approved by the Library Board, 2-18-97

Purpose

The Taylor Public Library is a public facility of the City of Taylor that offers vital, enriching services and materials to citizens and visitors of all ages. Children are particularly encouraged to enjoy the Library with their parents and families. The Library is dedicated to providing a welcoming and friendly environment for all library visitors.

The safety of children in the Library is a serious concern. Unattended children can become frightened or anxious. An unattended child might encounter hazards or dangers that could be circumvented with adult supervision. An unattended child might also become bored or frustrated and act inappropriately in the Library. Parents who leave their children unattended at the Library are exposing their child to potential harm and may themselves be committing an offense under the **Texas Penal Code**, Section 22.041c.

Rules

The Library does not provide care or supervision of children and does not accept responsibility for children in the Library. Parents or legal guardians are responsible for their children's safety and behavior in the Library. To ensure a positive experience for children visiting the Library, the following rules have been developed.

1. Children 7 years old and younger must be accompanied by a parent, a responsible adult or designated caregiver of 16 yrs or older.
 - a. Young children years old and younger should not be left alone in a different area of the library from their parent, adult or caregiver. Close proximity is required.

2. Children of any age with mental, physical, emotional or behavior problems which necessitate supervision must be accompanied by a parent or adult (18 yrs) caregiver at all times.
3. Children habitually left unattended for long periods of time are an unacceptable use of the Library. The Library is not a daycare facility. Children of any age should not be left in the Library to the extent that they are missing meals, have no responsible adult to contact or have no means to get home independently.
4. Children of all ages must adhere to the same standards of conduct as required of all patrons (see **Code of Conduct** and all other Library policies). Refusal to follow Library rules will result in individuals being asked to leave, whether or not parents or caregivers are present. Staff members reserve the right to notify parents, guardians or the Taylor Police Department as they deem necessary.
5. Parents and guardians should be aware of Library hours and make arrangements to meet or transport children under the age of 15 by closing times.
 - a. Youth will be given the opportunity to contact their parent or caregiver for a ride home.
 - b. Staff will not transport children under any circumstances, ever.
 - c. If a child's parent or caregiver cannot be reached, has not picked up the child after a reasonable period of time, Library staff will turn the child over to the custody of the Taylor Police Department.
6. Parents or guardians in violation of this policy may receive a copy of this policy or a letter from the Library Director. Repeat offenses of this policy can lead to a report to Child Protective Services.

Unattended Children Policies Compared

Library	Type of policy	Ages?	Library not responsible for children statement	Provisions for children left after hours	Other notes
Austin Public Library	part of Behavior Policy	No specifics on ages	No	No	This is just a line in their behavior policy, just like the current TPL behavior policy. It does cite Texas Penal Code 22.041 c
Bastrop Public Library	part of Behavior Policy, section labeled: Parent, Guardians, and Caregiver's Responsibilities	7 yrs and under must be with a parent, or caregiver who is at least 14 yrs old--and is mature enough to manage.	Yes	No	Very specific wording about responsibility for maintaining control over children 7 yrs and under. However, all children (17 yrs and under) are the legal responsibility of adults regardless of age.
Buda Public Library	Children's Services and Policies	11 yrs and under must be supervised by an adult or parental representative	Yes	No	Does cite that County Sheriff will be called when possible cases of neglect, abuse or abandonment. Children will be held to behavior standards.
Cedar Park Public Library	Unattended Children Policy	Under 5 must be with adult at ALL TIMES; 5-8 will be with a responsible person 16 yrs or older	Yes	Yes--policy addresses youth age 14 and younger	Some very specific wording about computer use and children, as if they are addressing some in-house issues.
Dripping Springs Community Library	Children's Safety at the Library	9 yrs and under cannot be left alone at the library--parents must be in close proximity.	Yes	No	While there is age cited, the policy's purpose is to address problems that arise from behavior problems or safety issues.
Georgetown Public Library	Policy for Children left after closing time; policy for unattended children who are too young to be on their own	No specifics on ages	Unknown	Yes--but they are right next door to the police station	Georgetown is currently revising policies, so was unable to see actual wording.
Pflugerville Community Library	Patron Responsibilities and Conduct: sections on young children and disruptive children	5 yrs and under must be with a parent, but 6 yrs + may be with a caregiver over 16 yrs old.	Yes	Yes	Cites a specific number of times a child will be warned on behavior before being asked to leave, whether they are with parents/adults or not. Policy also includes facts on child safety and abduction.

Unattended Children Policies Compared

Library	Type of policy	Ages?	Library not responsible for children statement	Provisions for children left after hours	Other notes
Round Rock Public Library	Unattended Children	6 yrs and under cannot be left unattended. Will stay with children under 14 years after the Library has closed.	Yes	Yes	The Library director says she works with the school resource officer. I did not get to see a copy of their policy.
Salado Public Library District	Part of Behavior Policy	7 yrs or under must be supervised by adult or "responsible attendant"	Yes	No	bare bones policy
Temple Public Library	Unattended Children	7 yrs and under must be with a parent or caregiver who is at least 16 yrs old.	Yes	Yes	Actually a very nicely done policy.
Wells Branch Community Library	Part of Patron Conduct Policy	7 yrs and under must be with a responsible adult--more staff procedure than actual policy	Yes	No	Very generally worded, but this library is smack in the middle of neighborhoods, so there's lots of kids who walk in and walk out.
Westbank Community Library District	Safety at the Library Policy	No specifics on ages	Yes	No	Very generally worded policy on how it is not safe to leave children alone in the library, with statistics on child abductions, and discussion about behavior rather than age.

Taylor Public Library	Approved by Library Board: Aug 19, 1995	
	Approved by City Council: Aug 26, 1995	
Code of Conduct	Revised:	Page 1 of 1

Patrons are expected to follow these rules. If you cannot comply with these behavior policies, you will be requested to leave the library property.

Unacceptable Library Behavior

1. Misuse or vandalism of Library property.
2. Bringing pets or animals into the Library (except service animals).
3. Unsupervised children.
4. Carrying weapons.
5. Intoxication from alcohol or drugs and/or possessing alcohol or illegal drugs.
6. Smoking or other tobacco use.
7. Bringing in food or beverages.
8. Indecent exposure.
9. Soliciting.
10. Disorderly conduct including obscene or abusive language or behavior.
11. Sleeping in the library.
12. Refusal to leave at closing time.
13. Loitering on Library property.
14. Any other illegal activities.

Violation of any of these rules may result in removal from the Library or a charge of Criminal Trespass.



***City Council Meeting
October 8, 2009
Agenda Item Transmittal***

Agenda Item #: 10
Agenda Title: Consider approving lease agreement with Taylor Volunteer Fire Department for use of the facility located on Victoria Street.
Council Action to be taken: Approve, deny or table
Initiating Department: Taylor Fire Department
Staff Contact: Chief Bruce Watson

1. INTRODUCTION/PURPOSE

The Taylor Volunteer Fire Dept is requesting to lease the Victoria St Fire Station from the City.

2. DESCRIPTION/ JUSTIFICATION

The Taylor Volunteer Fire Department ("TVFD") at this time has no facility capable of housing their fire apparatus. Before the separation agreement, the volunteers used the Victoria Street to house three pieces of apparatus and now they desire to continue this practice.

3. FINANCIAL/BUDGET

The proposed lease agreement states the property (Victoria Street Fire Station) will be leased from the City of Taylor for \$500.00 per month, due on the first of each month, for a annual total sum of \$6,000.00 annually.

4. TIMELINE CONSIDERATIONS

If approved, the request is to begin the annual lease on October 1, 2009.

5. RECOMMENDATION

Recommend approval of the lease agreement

6. REFERENCE FILES

10a. Agreement with lease attached
10b Exhibit "B"

AGREEMENT

This Agreement is made and entered into by and between the City of Taylor, Texas, a home rule City ("City") and the Taylor Volunteer Fire Department, a Texas non profit Corporation ("VFD").

RECITALS

A. The VFD desires to rent a City building located at 910 Victoria Street, Taylor, Texas, formally used by the City as a fire station and known as the Victoria Street Fire Station ("Victoria Station").

B. The City and the VFD desire to identify all equipment owned by the VFD ("VFD Equipment") so that the VFD Equipment shall be free and clear of all claims of ownership by the City and all other equipment not identified as VFD Equipment shall be free and clear of all VFD ownership claims.

C. The City and the VFD desire to ratify and confirm that the VFD terminated its operation and function as a part of the City and operates as a separate non-profit corporate entity. The parties acknowledge the VFD has no obligation or responsibility to the City, the City has no authority over or liability from the VFD and each ratifies and confirms the separate, independent status of the other party.

The City and the VFD for mutual consideration shown herein agree to the following:

1. RECITALS. The Recitals are made a part of this Agreement and incorporated herein.

2. VICTORIA STATION. The City will lease the Victoria Station to the VFD under terms and conditions contained in the Lease attached hereto as Exhibit "A" and incorporated by reference herein.

3. EQUIPMENT. The Equipment shown in Exhibit "B" attached hereto and incorporated by reference herein is VFD Equipment and the City disclaims any right title or interest in the VFD Equipment. The VFD disclaims any right, title, or interest in all equipment not identified in Exhibit "B" which shall be deemed City Equipment.

4. INDEPENDENT ENTITIES. The VFD as a separate non-profit entity shall not be entitled to exercise any rights or privileges afforded a City volunteer fire department, including without limitation, operation and use of VFD Equipment within the City in violation of any traffic or safety rules established by ordinance or law. Additionally, the VFD shall not use any identification, mark or symbol, including without limitation patches or uniforms, signifying, representing, or indicating an affiliation with or authority from the City.

5. MUTUAL AID. The City and the VFD may enter into mutual aid agreements as independent parties in which the City may provide assistance to the VFD in fighting fires outside the City. The City Fire Department shall continue its sole responsibility for all fires within the City and the VFD shall continue its responsibility for fires outside the City as solely determined by the VFD.

6. PARAGRAPH HEADINGS CONSTRUCTION. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

7. MODIFICATION WAIVER. This Agreement constitutes the entire Agreement by the parties and it may not be altered, revised or modified except by a written modification signed and properly authorized by the parties. No oral statement of any person shall modify or otherwise change, or effect, the terms, conditions or specifications stated herein.

8. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Texas as to interpretation and performance. Venue, performance, and enforcement of this Agreement shall be in Williamson County, Texas.

9. NOTICES. Any notice or other communication which the parties hereto shall desire or is required to be given to another party hereto shall be in writing and shall be served by registered mail, addressed to such other party at its address as set forth below, or at such other address as shall be designated by the parties hereto by notice in writing given to all other parties by registered mail; any notice or other communication which is given under or in connection with this Agreement shall be deemed to have been duly given or served if sent by certified mail properly addressed within two (2) days following delivery thereof to a receptacle maintained by the U.S. Postal Service.

If to the City: City of Taylor
 c/o City Manager
 400 Porter Street
 Taylor, Texas 76574-0810
 Telephone: 512-352-3677
 Fax: 512-352-8255

If to the VFD: Taylor Volunteer Fire Department
 c/o Christopher J. Sikes
 2300 Chisholm Trail,
 Suite A,
 Round Rock, Texas, 78681

10. NO PRIOR AGREEMENTS. This Agreement supersedes any previous or contemporaneous agreement between the VFD and City with respect to the subject matters hereof.

11. SEVERABILITY. In the event any provision or portion of this Agreement shall be found to be declared illegal, void, invalid or unenforceable by a court of competent jurisdiction, then such provision or portion of any thereof shall be performed in accordance with applicable laws. The invalidity of any provision or portion of this Agreement shall not affect the validity or enforceability of the other provisions or portion of this Agreement.

12. BINDING EFFECT. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the City and the VFD, each representing that its signatory hereto has full authority to bind it hereto, have executed this Agreement on the date hereinafter referred.

Dated this _____ day of October, 2009.

CITY OF TAYLOR, TEXAS
A MUNICIPAL Corporation of Williamson County, Texas

By: _____
Rod Hortenstine, Mayor

Attest: _____
Susan Brock, City Clerk

TAYLOR VOLUNTEER FIRE DEPARTMENT,
A Texas non-profit corporation

By: _____

Its: _____

EXHIBIT "A"

VICTORIA STATION LEASE

EXHIBIT "B"

VFD EQUIPMENT

LEASE

Basic Terms

Date: October 1, 2009

Landlord: City of Taylor, Texas, a Home Rule political
subdivision of the State of Texas

Landlord's Address:

400 Porter
Taylor, Williamson County,
Texas 76574

Tenant: Taylor Volunteer Fire Department, a non profit Texas
Corporation

Tenant's Address:
2300 Chisholm Trail,
Suite A,
Round Rock, Texas, 78681

Premises

Approximate square feet: approximately 3,500 square feet;

Street address: 910 Victoria Street
Taylor, Williamson County,
Texas

Legal Description: All those certain tracts out of the

Term (months): Twelve (12) months

Commencement Date: October 1, 2009

Termination Date: September 30, 2010

Base Rent (monthly): Five Hundred and No/100 Dollars
(\$500.00)

Security Deposit: None

Permitted Use: House fire apparatus and fire equipment

Tenant's Rebuilding Obligations:

If the Premises are damaged by fire or other elements,
Tenant will be responsible for repairing or rebuilding all
leasehold interest and acknowledges Landlord does not
insure Tenant's personal property.

Definitions

"Essential Services" means utility connections reasonably necessary for occupancy of the Premises for the Permitted Use.

"Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Lienholder" means the holder of a deed of trust covering the Premises.

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

"Tenant" means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Accept the Premises in their present "AS IS" condition accepting that the Premises are suitable for the Permitted Use.

3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and all buildings and improvements located on the Premises and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.

4. Pay monthly, in advance, on the 1st day of the month, beginning August 1, 2009, and continuing regularly and monthly on the same date thereafter during the term of

this Lease, the Base Rent to Landlord at Landlord's Address.

5. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.

6. Obtain and pay for all utility services used by Tenant and required for Tenant's use of the Premises.

7. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants, and for reasons deemed reasonable or necessary by Landlord.

8. Repair, replace, and maintain the entire Premises, excluding exterior walls, air conditioning, major electric and plumbing system components, the roof and other structural components, in a good condition at least the level of maintenance on the date of this Lease, normal wear and tear excepted.

9. If requested, deliver to Landlord a financing statement perfecting the security interest created by this Lease.

10. Vacate the Premises on the last day of the Term.

11. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LIENHOLDER HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (A) IS INDEPENDENT OF TENANT'S INSURANCE, (B) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (C) WILL SURVIVE THE END OF THE TERM, AND (D) WILL NOT APPLY IF THE INJURY IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE LANDLORD.

B. Tenant agrees not to—

1. Use the Premises for any purpose other than the Permitted Use.

2. Create a nuisance.

3. Permit any waste.
4. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.
5. Change Landlord's lock system.
6. Alter the Premises.
7. Allow a lien to be placed on the Premises.
8. Assign this Lease or sublease any portion of the Premises without Landlord's prior written consent that may be withheld in Landlord's sole discretion.

C. Landlord agrees to—

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date, provided the Tenant does not have prior default under this Lease.

2. Keep in good repair exterior walls, air conditioning, major electric and plumbing systems components, the roof and other structural components.

D. Landlord agrees not to—

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

E. Landlord and Tenant agree to the following:

1. **Alterations.** Any physical additions or improvements to the Premises made by Tenant may become the property of Landlord. No alterations, physical additions or improvements to the Premises shall be made unless prior written consent is granted by Landlord to Tenant. Landlord may, at its option, require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

3. *Insurance.* The Tenant will purchase general liability insurance, acceptable to the Landlord that insures the Landlord as additional insured.

4. *Release of Claims/Subrogation.* LANDLORD AND TENANT RELEASE EACH OTHER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, AND LOSS OF BUSINESS OR REVENUES, OR USE THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.

5. *Casualty/Total or Partial Destruction*

- a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty. Tenant will, at its expense, replace any of its damaged furniture, fixtures, and personal property and restore any leasehold

improvements that are within Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this Lease by written notice to Landlord before Landlord completes Landlord's restoration obligations.

- b. If Landlord cannot complete the portion of the restoration for which Landlord is responsible within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this Lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant in writing of the estimated time to restore and give Tenant an option to terminate this Lease by notifying Landlord in writing within ten days from receipt of Landlord's estimate. If Tenant does not notify Landlord timely of Tenant's election to terminate this Lease, the lease will continue and Landlord will restore the Premises as provided in a. above.
- c. To the extent the Premises are untenable after the casualty, the Rent will be adjusted as may be fair and reasonable.

6. *Condemnation/Substantial or Partial Taking*

- a. If the Premises cannot be used for the purposes contemplated by this Lease because of condemnation or purchase in lieu of condemnation, this Lease will terminate.
- b. If there is a condemnation or purchase in lieu of condemnation and this Lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

7. *Uniform Commercial Code.* Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This Lease is a security agreement under the Uniform Commercial Code.

8. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this Lease within thirty days after written notice.

9. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are the cumulative rights and privileges granted to Tenant by law for Landlord's default.

10. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply with any provision of this Lease other than the defaults set forth in (a) and (b) above.

11. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this Lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages. In addition, Landlord is entitled to the cumulative rights and privileges to Landlord for Tenant's default.

12. *Interruption of Essential Services.* Although Landlord shall not be required to furnish Essential Services to the Tenant and all Essential Services shall be the sole obligation, cost and expense of Tenant, temporary interruption or malfunction of utilities/services and/or telephone service shall not constitute an eviction or disturbance of Tenant or a breach by Landlord. Nor shall

such temporary interruption or malfunction render Landlord liable for damages, release Tenant from any obligation under this Lease, or grant Tenant any right of offset or recoupment.

13. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in this Lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

14. *Holdover.* If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at sufferance and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term. In the event of a holdover, Tenant's rent shall be two times the Base Rent during the holdover period.

15. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

16. *Attorney's Fees.* If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

17. *Venue.* Exclusive venue is in Williamson County, Texas.

18. *Entire Agreement.* This Lease is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease or to any expressly mentioned exhibits and riders not incorporated in writing in this Lease.

19. *Amendment of Lease.* This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.

20. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR

PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE. TENANT ACCEPTS THE PREMISES COVERED UNDER THIS LEASE IN AN "AS IS" CONDITION AS SET OUT HEREIN.

21. *Notices.* Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

22. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

The City of Taylor, Texas

By: _____
Its: _____

LANDLORD

TENANT:

Taylor Volunteer Fire Dept

By: _____
Its: _____

Exhibit "B"

Apparatus:

Volunteer owned:

1993 Chevrolet 1 ton p/u with skid	1GCHK34F2PE229029	832-229
all small tools are own by the volunteers		
1996 GMC Top Kick Tanker	1GDS7H1J4TJ517550	832-230
all small tools are own by the volunteers		
1997 Ford Power stroke 350	1FTJW35F2VEC44972	832-228
all small tools are own by the volunteers		
2006 Ford F-550	1FDAW57P06EC88015	09C-ZK4
all small tools are own by the volunteers		
2003 Pierce Ford F550	1FDAW57P93EC90406	884-052
all small tools are own by the volunteers		
1995 Chevrolet 3500 p/u	1GBJK34F5FSE227385	682-742
all small tools are own by the volunteers		
1998 Surrey Smoke House Trailer0	0917DSM19W7330208	884-052
all small tools are own by the volunteers		

City owned equipment on volunteer's apparatus:

4- 800 Mhz mobile radios (B1, S2, T2, U1)

We have identified 34 sections of various hose sizes:

3"- 4 sections, 2 ½ - 15 sections, 1 ¾ - 15 sections, this fire hose has left to the volunteers to use, this is the only hose they have.

City owned equipment was removed, this consisted of:

Hurst tool 32a, cutters and power supply

Stabilizer jacks



11

***City Council Meeting
October 8, 2009
Agenda Item Transmittal***

Agenda Item #: 11

Agenda Title: Consider introducing Ordinance 2009-30 amending local renewal period for alcoholic beverage permits in the City.

Council Action to be taken: Introduce Ordinance 2009-30

Initiating Department: City Clerk

Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

To amend our current ordinance on alcohol permits to mirror that of the state law.

2. DESCRIPTION/ JUSTIFICATION

In 2007, Senate Bill 1217 amended the Alcoholic Beverage Code to allow the TABC (Texas Alcoholic Beverage Commission) to issue a license for a two year period. The law also permits the local authority (the City) to choose to continue on an annual basis or to adopt the same rules as the TABC. It is usually good practice to keep our local laws consistent with the state level whenever possible.

I believe that it will be easier for the business owner to remember to renew both their state and local license on the same date time every two years than to try to remember that one is renewed annually and one is biannual.

3. FINANCIAL/BUDGET

It doesn't appear that our change in collecting the fees will result in any particular hardship for any of our businesses, with the current fees ranging from \$30 to \$87.50 annually to renew most city alcohol permits. Those who may be most affected by paying a two year fee may be our Mixed Beverage permit holders whose annual city fees are set at \$375/year after the first three years. During those first three years they are not subject to city permit fees. A list of the six restaurants who currently hold these Mixed Beverage permits is attached.

We issued 56 permits last year and collected \$2597.50 in fees for the fiscal year 2008/2009 and the complete list is also attached for your information.

4. TIMELINE CONSIDERATIONS

This law became effective September 1, 2009 and applies to all those who renew their state licenses after this date. If approved, I would like to make ours effective immediately.

5. RECOMMENDATION

Staff recommends introducing the Ordinance to amend the alcoholic beverage permit renewal to be consistent with state law.

6. REFERENCE FILES

- 11a Excerpt of new TABC rules regarding two year renewals.
- 11b Ordinance 2009-30 Amending current alcohol permit rules
- 11c Current Mixed Beverage permit holders in Taylor
- 11d List of all alcohol permit holders in Taylor

ORDINANCE 2009-30

AN ORDINANCE AUTHORIZING THE COLLECTION OF LOCAL FEES AUTHORIZED BY THE TEXAS ALCOHOL BEVERAGE CODE AS NOW WRITTEN OR AS HEREINAFTER AMENDED ("CODE") FOR A LICENSE OR PERMIT AUTHORIZED BY THE CODE; THE LOCAL FEE WILL BE COLLECTED ON THE SAME DATE THE PERMIT OR LICENSE IS ISSUED OR RENEWED BY THE STATE AND AS OTHERWISE PERMITTED BY THE STATE; THE LOCAL FEE COLLECTED WILL BE IN THE AMOUNT AUTHORIZED BY THE CODE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A FINE.

Whereas the Code authorizes the governing body of a city or town to levy and collect a fee as provided in the Code; and

Whereas, the Code provides the fee amount and payment time of a fee paid to a city or town; and

Whereas the City desires that a local fee authorized by the Code be paid to the City and the payment be made to the City at the same time the Code requires payment to the State.

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

SECTION 1.

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

SECTION 2.

The City shall collect all fees authorized for Code permits ("Local Fees").

SECTION 3.

The City shall collect Local Fees when the Code fee required for the permit is paid to the State.

SECTION 4.

The provisions of this Ordinance are severable, and if any sentence, section or other part of this Ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

In accordance with Article VIII, Section 1 of the City Charter, Ordinance 2009-30 was introduced before the Taylor City Council on the ____ day of _____, 2009.

PASSED, APPROVED and ADOPTED on this the ____ day of _____, 2009.

Rodney Hortenstine, Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance 2009-30, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2008, 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 _____, 2009.

Susan Brock
City Clerk

MIXED BEVERAGE PERMIT HOLDERS

Restaurant	Date TABC issued permit	First year city allowed to charge permit fee
Ricoco's	October, 2006	October, 2009
Zapata's	October, 2006	October, 2009
Mas Fajitas	August, 2007	August, 2010
Toto's	July, 2008	August, 2011
Mariachi's	July, 2008	August, 2011
Hwy 79 Bar and Grill	August, 2008	August, 2011

ARTICLE II. TAX AND PERMIT

Sec. 3-18. Required.

It shall be unlawful for any person to engage in the business of selling alcoholic beverages:

- (1) Without first having paid the fees or taxes prescribed herein, or
- (2) Unless a valid, unrevoked and unexpired permit issued hereunder as evidence of such payment is conspicuously displayed upon the premises at all times.

Sec. 3-19. Levied.

There is hereby levied on persons holding permits and on persons holding licenses as defined and required by the Alcoholic Beverage Code who carry on business in the city, an ~~annual~~ occupation tax or fee equal to one-half of the state fee for such permits or licenses, except that no fee shall be collected where otherwise exempted under provisions of such Code.

(Ord. of 12-14-35, § 2)

State law references: Local fees authorized, V.T.C.A. Alcoholic Beverage Code, §§ 11.38, 63.36.

Sec. 3-20. Permit.

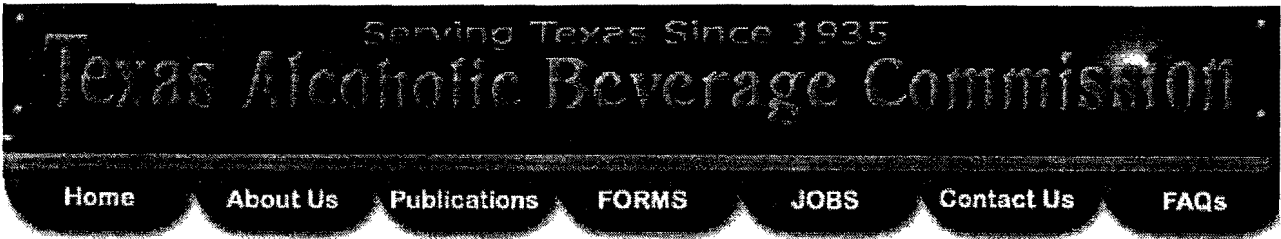
Upon collection of the applicable fee or tax as prescribed under this article, the city secretary shall issue to the person paying such tax or fee, in the name of the city, a permit which shall evidence that the appropriate fee or tax has been so paid. The permit provided for herein shall be issued to the person to whom the state has duly issued a license or permit under provisions of the Alcoholic Beverage Code. The permit so issued hereunder shall pertain only to the person and premises named in the state permit and shall remain in force only for so long as the state permit remains in force. No permit issued hereunder shall be assignable or transferable, nor shall any refund be made thereon excepting in cases and under circumstances in which the same is allowed and authorized as to the state license or permits under the terms of such Code.

(Ord. of 12-14-35, §§ 1, 3, 4)

Sec. 3-21. Payment.

All taxes levied herein shall be paid in advance and are due on the same date as the fees for a state permit issued by the Texas Alcohol and Beverage Commission. ~~for one year unless such tax is collected for only a portion of the year. In such event the tax required shall cover the period of time from the date of the permit to midnight of the thirty-first of August next succeeding and only the proportionate part of the tax levied for such permit shall be collected. The fractional part of any month remaining shall be counted as one month in calculating the tax that shall be due. Fees for a permit may not be prorated or refunded.~~

(Ord. of 12-14-35, § 3)



Notice to City/County Tax Assessor Collector Re: Two-Year Permits

November 25, 2008

Senate Bill 1217 amended Sections 11.09 and 61.03 of the Alcoholic Beverage Code to allow TABC to issue a license or permit for a period of two years. Consequently, the commission shall double the amount of fees and surcharges established for each license or permit. The total amount of fees plus the surcharges to cover the two-year term must be paid at the time of application or at the time of the renewal.

The commission has adopted Rule 33.25 to set out the schedule for the two-year permits.

Fee schedule effective January 1, 2009

Fee schedule effective September 1, 2009

There has been confusion concerning when the fees for Mixed Beverage (MB) can be collected by the cities/counties. We would like to take this opportunity to clarify the section of the code that addresses the collection of MB fees for your cities/counties. Please refer to subsection D (3) listed below. The fee for a mixed beverage permit cannot be collected until the three-year period following the issuance of the permit. Examples provided will explain the current collection schedule and future schedule as of January 1, 2009. You may view these sections of the Code, as well as Rule 33.25 here.

Sec. 11.38. LOCAL FEE AUTHORIZED. (a) The governing body of a city or town may levy and collect a fee not to exceed one-half the state fee for each permit issued for premises located within the city or town. The commissioners court of a county may levy and collect a fee equal to one-half of the state fee for each permit issued for premises located within the county. Those authorities may not levy or collect any other fee or tax from the permittee except general ad valorem taxes, the hotel occupancy tax levied under Chapter 351, Tax Code, and the local sales and use tax levied under Chapter 321, Tax Code.

(d) The following are exempt from the fee authorized in this section:

- (1) Agent's, airline beverage, passenger train beverage, industrial, carrier's, private carrier's, private club registration, local cartage, storage, and temporary wine and beer retailer's permits;
- (2) A wine and beer retailer's permit issued for a dining, buffet, or club car; and
- (3) A mixed beverage permit during the three-year period following the issuance of the permit.

Currently, you are authorized to collect up to one-half of the state fee during the third year following the issuance of a mixed beverage permit.

License/Permit Status	Operating Year	Fees Paid by Licensee	Fees Due City/County
Issuance	Original	\$3,000	\$0
First Renewal	Year 1	\$2,250	\$0
Second Renewal	Year 2	\$1,500	\$0
Third Renewal	Year 3	\$750	\$375*

* Year that city/county may begin to collect up to one-half of state fee

With the issuance of two-year periods for a license or permit, the amount due the counties will increase significantly.

License/Permit Status	Operating Year	Fees Paid by Licensee	Fees Due City/County
Issuance	Original and Year 1	\$6,000	\$0
First Renewal	Year 2 and Year 3	\$4,500	\$1,125*
Second Renewal	Year 4 and Year 5	\$3,000	\$1,500**
Third Renewal	Year 6 and Year 7	\$1,500	\$750

* The first renewal will cover years 2 and 3 after the issuance of the permit. Therefore the city/county may begin to collect in the third year, which calculates, to one-half of one-half of the state fee (\$2,250) or \$1,125.

** \$750-Yr 4 and \$750-Yr 5

Your city/county may choose to continue to bill the permit holder yearly, as you do now, or your city/county may choose to collect on the same cycle as TABC (every 2 years). However, your individual city/county officials must determine their collection schedule.

For example, you may collect the full \$1,500 in the 4th and 5th years or collect \$750 for the 4th year and then bill the permit holder \$750 in the 5th year.

Note: TABC will continue to send the county tax assessor collectors the liquor renewal cards each year.

If you have any questions concerning billing, contact Teresa Shed at 512-206-3382.

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 Last Updated: 12/01/2008 09:05:02



12

***City Council Meeting
October 8, 2009
Agenda Item Transmittal***

Agenda Item #: 12
Agenda Title: Consider Resolution R09-23 to nominate candidates to the Board of Directors for the Williamson County Appraisal District.

Council Action to be taken: Approve Resolution as presented

Initiating Department: City Clerk/Mayor

Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

Alvin Lankford, Chief Appraiser of the Williamson County Appraisal District, is requesting nominations by Resolution for one candidate for each position to be filled on the board of directors. There are five positions and the City has 40 votes.

2. DESCRIPTION/ JUSTIFICATION

See attachments

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

Nominations are due before October 15.

5. RECOMMENDATION

Discuss and make recommendation.

6. REFERENCE FILES

- a WCAD Letter
- b Resolution R09-23

Williamson Central Appraisal District

625 FM 1460
Georgetown, Texas 78626
Phone: (512) 930-3787
Fax: (512) 930-0391

September 10, 2009

Rod Hortenstine
Mayor
City of Taylor
400 Porter Street
Taylor, Texas 76574-3600

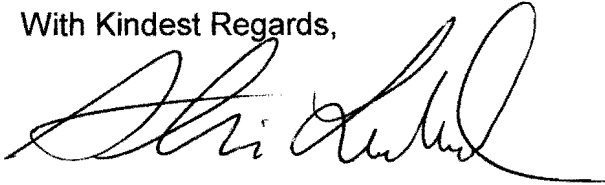
Dear Mayor Hortenstine:

In compliance with Section 6.03(e) of the Texas Property Tax Code I am notifying you of the number of votes to which your unit is entitled in the election of the Board of Directors for the Williamson Central Appraisal District.

Also enclosed is a brief outline of the election procedures in order to assist you in your scheduling of the required actions.

Nominations must be made by resolution and returned to me before October 15, 2009. If you have any questions or if I can be of assistance, please feel free to call.

With Kindest Regards,



Alvin Lankford
Chief Appraiser

AL/cam

Enclosures

Board of Directors Harry Gibbs, Chairman
Brig Mireles, Vice-Chairman
Robert Tagge, Secretary
Deborah Hunt
Don Paull

Chief Appraiser Alvin Lankford

Board of Directors Election

Excerpts from Texas Property Tax Code Section 6.03 Board of Directors

(e) The chief appraiser shall calculate the number of votes to which each taxing unit other than a conservation and reclamation district is entitled and shall deliver written notice to each of those units of its voting entitlement before October 1 of each odd-numbered year. The chief appraiser shall deliver the notice:

(1) to the county judge and each commissioner of the county served by the appraisal district;

(2) to the presiding officer of the governing body of each city or town participating in the appraisal district, to the city manager of each city or town having a city manager, and to the city secretary or clerk, if there is one, of each city or town that does not have a city manager; and

(3) to the presiding officer of the governing body of each school district participating in the district and to the superintendent of those school districts.

(g) Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15.

(j) Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsection (g), alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

(k) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates.

2009 Board Election Votes

Taxing Jurisdiction	Number of Votes		Taxing Jurisdiction	2008 Levy	%	x 1,000		x 5
City of Austin	90		City of Austin	\$ 11,668,046	0.017950218	17.95022	18	90
City of Bartlett	0		City of Bartlett	\$ 171,867	0.000264402	0.264402	0	0
City of Cedar Park	140		City of Cedar Park	\$ 18,095,896	0.027838876	27.83888	28	140
City of Florence	0		City of Florence	\$ 172,226	0.000264954	0.264954	0	0
City of Georgetown	110		City of Georgetown	\$ 14,301,363	0.022001335	22.00133	22	110
City of Granger	5		City of Granger	\$ 344,874	0.000530557	0.530557	1	5
City of Hutto	30		City of Hutto	\$ 3,613,910	0.005559669	5.559669	6	30
City of Jarrell	0		City of Jarrell	\$ 189,440	0.000291436	0.291436	0	0
City of Leander	60		City of Leander	\$ 8,090,061	0.012445817	12.44582	12	60
City of Liberty Hill	0		City of Liberty Hill	\$ 271,946	0.000418364	0.418364	0	0
City of Pflugerville	0		City of Pflugerville	\$ 55,040	0.000084674	0.084674	0	0
City of Round Rock	225		City of Round Rock	\$ 28,980,681	0.044584119	44.58412	45	225
City of Taylor	40		City of Taylor	\$ 5,211,538	0.008017473	8.017473	8	40
City of Thrall	0		City of Thrall	\$ 119,989	0.000184592	0.184592	0	0
City of Weir	0		City of Weir	\$ 48,405	0.000074467	0.074467	0	0
Bartlett ISD	5		Bartlett ISD	\$ 642,033	0.000987709	0.987709	1	5
Burnet ISD	0		Burnet ISD	\$ 51,416	0.000079099	0.079099	0	0
Coupland ISD	5		Coupland ISD	\$ 517,909	0.000796755	0.796755	1	5
Florence ISD	20		Florence ISD	\$ 2,583,543	0.003974544	3.974544	4	20
Georgetown ISD	510		Georgetown ISD	\$ 66,338,014	0.102054948	102.0549	102	510
Granger ISD	10		Granger ISD	\$ 1,131,594	0.001740854	1.740854	2	10
Hutto ISD	140		Hutto ISD	\$ 18,376,188	0.028270079	28.27008	28	140
Jarrell ISD	65		Jarrell ISD	\$ 8,352,231	0.012849141	12.84914	13	65
Leander ISD	720		Leander ISD	\$ 93,330,169	0.143579902	143.5799	144	720
Lexington ISD	0		Lexington ISD	\$ 21,750	0.00003346	0.03346	0	0
Liberty Hill ISD	90		Liberty Hill ISD	\$ 11,869,395	0.018259975	18.25998	18	90
Pflugerville ISD	0		Pflugerville ISD	\$ 104,938	0.000161437	0.161437	0	0
Round Rock ISD	1530		Round Rock ISD	\$ 198,836,598	0.305891862	305.8919	306	1530
Taylor ISD	65		Taylor ISD	\$ 8,617,594	0.013257378	13.25738	13	65
Thorndale ISD	0		Thorndale ISD	\$ 158,393	0.000243673	0.243673	0	0
Thrall ISD	15		Thrall ISD	\$ 1,792,715	0.002757928	2.757928	3	15
Williamson Co. & FM/RD	1125		Williamson Co. & FM/RD	\$ 145,962,755	0.224550306	224.5503	225	1125
Total	5000			\$ 650,022,517	1	1000	1000	5000

RESOLUTION R09-23

A RESOLUTION OF THE CITY OF TAYLOR, TEXAS NOMINATING
CANDIDATES TO THE WILLIAMSON COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS

WHEREAS, the City of Taylor is entitled to nominate candidates for each position to be filled on the Williamson County Appraisal District Board of Directors; and

WHEREAS, the Mayor is authorized to submit names of the nominees to the chief appraiser before October 15.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Taylor hereby nominates:

as a candidate for the Williamson County Appraisal District Board of Directors.

PASSED and APPROVED by the City Council of the City of Taylor, Texas on the _____ day of _____, 2009.

Rod Hortenstine, Mayor

Attest:

Susan Brock, City Clerk

CERTIFICATE

STATE OF TEXAS

COUNTY OF WILLIAMSON

CITY OF TAYLOR

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Resolution R09-23, passed and approved by the Taylor City Council on the _____ day of _____, 2009, and such Resolution was duly passed and approved at a meeting open to the public and notices of the meeting, giving the date, place, 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 _____, 2009.

Susan Brock, City Clerk



City Council Meeting
October 8, 2009
Agenda Item Transmittal

Agenda Item #: 13
Agenda Title: Consider approving resolution R09-14 authorizing the mayor to enter into an agreement with the City of Hutto regarding extraterritorial jurisdiction.

Council Action to be taken: Approve, deny, table

Initiating Department: Community Development

Staff Contact: Bob van Til, AICP, CEcD
Director of Community Development

1. INTRODUCTION/PURPOSE

The cities of Taylor and Hutto have discussed a growth boundary agreement between the cities for some time now. The attached resolution and agreement will commit both cities to limit our growth via annexation and the extension of our respective ETJ's to a certain limit west of the City of Taylor.

The purpose of this item is to consider the attached resolution approving the growth boundary agreement between Taylor and Hutto.

2. DESCRIPTION/ JUSTIFICATION

The proposed growth boundary is CR 101 north of US 79 and FM 3329 south of US 79. The boundary extends essentially from the San Gabriel River on the north, along CR 101 and down FM 3349 to Brushy Creek on the south.

Partly as a result of the annexations completed in 2006, the cities have discussed an agreement whereby each city agrees to not annex or extend our respective ETJ's beyond CR 101 and FM 3349. A major reason to enter into an ETJ agreement is to understand ahead of time where future city limits will be, avoids possible territorial disputes, assists with the planning for utilities, and aids with long range planning.

The City of Hutto has not yet approved the attached agreement. Hutto does have the agreement also. It was sent to their attorney some time ago. With the Taylor City Council's approval, we will be able to work with Hutto for their approval.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends that the Council approve the attached resolution authorizing the Mayor to enter into the growth boundary agreement with the City of Hutto.

6. REFERENCE FILES

- 13a Resolution R09-14
- 13b Agreement
- 13c Map
- 13d Description of the boundary line

**RESOLUTION NO. R09-14
HUTTO/TAYLOR ETJ TERRITORY AGREEMENT**

A RESOLUTION AUTHORIZING THE MAYOR OF TAYLOR TO EXECUTE AN AGREEMENT ESTABLISHING A GEOGRAPHIC BOUNDARY FOR FUTURE EXTRATERRITORIAL JURISDICTION EXPANSION BY AND BETWEEN THE CITY OF TAYLOR, TEXAS AND THE CITY OF HUTTO, TEXAS.

WHEREAS, the City of Hutto, Texas will establish and abide by a geographic boundary with the City of Taylor, Texas, for the future acquisition of real property into its Extraterritorial Jurisdiction (ETJ), and;

WHEREAS, the City of Taylor, Texas will establish and abide by a geographic boundary with the City of Hutto, Texas, for the future acquisition of real property into its Extraterritorial Jurisdiction (ETJ), and;

WHEREAS, Section 42.021 of the Texas Local Government Code establishes the extent of the Extraterritorial Jurisdiction of municipalities, and;

WHEREAS, the City of Taylor, Texas wishes to enter into an Agreement Establishing a Geographic Boundary for Future Extraterritorial Jurisdiction Expansion by and between the City of Hutto, Texas and the City of Taylor, Texas.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, that the Taylor City Council hereby approves the resolution to authorize the Mayor of Taylor to sign the Agreement Establishing a Geographic Boundary for Future Extraterritorial Jurisdiction Expansion, a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the day of the month of **October, 2009**.

THE CITY OF TAYLOR, TEXAS

Rod Hortenstine, Mayor

ATTEST:

Susan Brock, City Clerk

**AGREEMENT REGARDING
EXTRATERRITORIAL JURISDICTION BOUNDARY BETWEEN THE
CITY OF HUTTO AND THE CITY OF TAYLOR**

This Agreement Regarding the Extraterritorial Jurisdiction Boundary ("Agreement"), made to be effective as of June 1, 2009, is by and between the City of Hutto, Texas ("**Hutto**"), a home-rule municipality located in Williamson County, Texas and the City of Taylor, Texas ("**Taylor**"), a home-rule municipality located in Williamson County, Texas.

WHEREAS, Taylor and Hutto, Texas agree to establish an Extraterritorial Jurisdiction (ETJ) property boundary between the two municipalities; and

WHEREAS, Section 42.021 of the Texas Local Government Code establishes the extent of statutory ETJ based on population of municipalities; and

WHEREAS, Section 42.023 of the Texas Local Government Code allows municipalities to reduce the size of their Extraterritorial Jurisdiction (ETJ) and relinquish all ETJ rights in property by ordinance or resolution; and

WHEREAS, it is expedient and in the best interests of Taylor and Hutto to reach an agreement pertaining to a boundary line between them for the purposes of determining the extent of each city's ETJ both now and in the future; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Taylor and Hutto hereby agree as follows:

I.

Hutto agrees that all of the real property lying east of the west right of way of County Road 101 and east of the west right of way of Farm-to-Market Road 3349 designated by the color green on Exhibit "A" attached hereto and incorporated by reference herein, with the exception of property within the statutory and voluntary ETJ of Hutto as of June 1, 2009, which statutory and voluntary ETJ of Hutto is designated by the color orange on Exhibit "A", shall be the Taylor ETJ. The agreed ETJ

boundary line between Taylor and Hutto is more specifically described in Exhibit "B", attached hereto and incorporated by reference herein. Property lying east of the line described in Exhibit "B", save and except the tracts designated in orange on Exhibits "A" and "B", shall belong in Taylor ETJ. Hutto relinquishes all ETJ rights and claims now held or which may hereafter be acquired by Hutto in the property designated as Taylor's ETJ shown on Exhibits "A" and "B" to Taylor. Taylor agrees to adopt an ordinance approving this Agreement and accepting property shown by this Agreement into the Taylor ETJ.

II.

Taylor agrees that all of the real property lying west of the west right of way of County Road 101 and west of the west right of way of Farm-to-Market Road 3349 designated by the color orange on Exhibit "A", with the exception of property within the statutory and voluntary ETJ of Taylor as of June 1, 2009, which statutory and Voluntary Taylor ETJ is designated by the color Green on Exhibit "A", shall be the Hutto ETJ. The agreed ETJ boundary line between Taylor and Hutto is more specifically described in Exhibit "B". Property lying west of the line described in Exhibit "B", save and except the tracts designated in green on Exhibit "A" and "B", shall belong in the Hutto ETJ. Taylor hereby relinquishes all ETJ rights and claims now held or which may hereafter be acquired by Taylor in the property designated to belong to Hutto's ETJ shown on Exhibits "A" and "B" to Hutto. Hutto agrees to adopt an ordinance approving this Agreement and accepting property shown by this Agreement within the Hutto ETJ.

III.

Taylor and Hutto agree this Agreement reduces or expands the ETJ of both cities which Agreement is allowed by the Texas Local Government Code Section 42.023.

IV.

This Agreement affects only the matter sets forth herein between Taylor and Hutto and does not affect, gain, or relinquish any other right or interest between Taylor and Hutto or any party not made a part of this Agreement.

V.

This agreement shall be effective as of June 1, 2009, after execution by proper representatives of each City and adoption of Ordinances required herein by Taylor and Hutto.

DATED on this the 1st day of June, 2009.

CITY OF HUTTO, TEXAS

By:

David F. Begier, Mayor Pro-Tem

Attest:

Debbie Chelf, City Secretary

APPROVED AS TO FORM:

Charles Crossfield, City Attorney

CITY OF TAYLOR, TEXAS

By:

Rod Hortenstine, Mayor

Attest:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted Hejl, City Attorney

Description for the Taylor-Hutto Growth Boundary Line

Beginning at a point in the center of the San Gabriel River located due north of the west right of way line of County Road 101;

Thence in a southerly direction to a point in the west right of way of County Road 101;

Thence south along the west right of way line of County Road 101 to the south right of way line of US 79;

Thence east along the south right of way line of US 79 to the west right of way line of Farm to Market Road 3349;

Thence south along the west right of way line of Farm to Market Road 3349 to the north right of way line of FM 1660;

Thence due south to a point in the center of Brushy Creek.

This description is for agreement purposes between the City of Taylor and The City of Hutto only.