

AGENDA

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

JUNE 10, 2010, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

(The City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda.)

CONSENT AGENDA

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

1. Minutes for May 19 and May 25, 2010. (Susan Brock)
2. Ordinance 2010-23 repealing ordinance on traffic studies (John Elsdon)
3. Ordinance 2010-24 Bachmayer release from Taylor ETJ (John Elsdon)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

4. Consider revised agreement with Taylor Chamber of Commerce. (Rosemarie Dennis)
5. Consider award for Depository contract services. (Rosemarie Dennis)
6. Consider introducing Ordinance 2010-12 revising Landscape Ordinance to prohibit invasive plants for new construction of commercial and multi-family development. (John Elsdon)
7. Consider introducing Ordinance 2010-19 amending the Peddler's Ordinance. (Jeff Straub)
8. Consider authorizing staff to initiate annexation proceedings for properties northwest of Taylor on the east side of CR 101 and east of Taylor, on the west and east side of FM 619. (John Elsdon)
9. Executive Session I. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, and the authority contained in Section 551.087 to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas, and with which the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.
 - East Williamson County Higher Education Center
 - Project Geo-Algae
10. Executive Session II. The Taylor City Council will conduct a closed executive meeting under Section 551.071 of the Texas 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.
 - Contract agreements for Taylor Regional Park and Sports Complex
 - City of Pflugerville extraterritorial jurisdiction boundaries
11. Consider action from Executive Session I or II.

ADJOURN

The Council may vote and/or act upon any item 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 June 7, 2010 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Daily Press.

Posted By: Susan Brock
Susan Brock, City Clerk



***City Council Meeting
June 10, 2010
Agenda Item Transmittal***

Agenda Item #: 1
Agenda Title: Minutes for May 19, and May 25, 2010.
Council Action: Motion to approve or approve with corrections
Initiating Department: City Management/City Clerk
Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

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

2. DESCRIPTION/ JUSTIFICATION

N/A

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. REFERENCE FILES

- 1a. Minutes, May 19, 2010
- 1b. Minutes, May 25, 2010

The City Council of the City of Taylor met on May 19, 2010 at City Hall, 400 Porter St., Taylor, Texas. Mayor Hortenstine declared a quorum and called the joint meeting with the Taylor Economic Development Corporation Board to order at 4:30 p.m. with the following present:

Mayor Pro Tem John McDonald	City Manager, Jim Dunaway
Council Member Chris Osborn	Interim Assistant City Manager, Jeff Straub
	City Attorney, Ted Hejl
	City Clerk, Susan Brock

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

1. EXECUTIVE SESSION.

The Taylor City Council will conduct a closed executive meeting under Section 551.071 of the Texas 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.

 - East Williamson County Higher Education Center

Mayor Hortenstine adjourned into closed session with the Taylor Economic Development Board at 4:31 p.m.

(Council Member Don Hill joined the meeting at 5:20 p.m.)
2. CONSIDER ACTION FROM EXECUTIVE SESSION.

Mayor Hortenstine resumed the open meeting at 5:50 p.m. and stated that there was no action taken on any issue during the Executive Session. There were no motions by the city council made to take action during the open session.

ADJOURN

With no further business; Mayor Hortenstine adjourned the council meeting at 5:52 p.m.

Rod Hortenstine, Mayor

ATTEST:

Susan Brock, City Clerk

The City Council of the City of Taylor met on May 25, 2010 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 John McDonald
Council Member Chris Gonzales
Council Member Don Hill
Council Member Chris Osborn

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

INVOCATION

Jeff Straub led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

Mr. Joe Naizer, 701 Sloan Street, expressed his opposition to the proposed agreement with the Electric Reliability Council of Texas (ERCOT). Ms. Lisa Drummond, 1608 Tammi Lane, presented information in support of the CAPCOG recycling grant under consideration.

CONSENT AGENDA

1. MINUTES FOR MAY 11 AND MAY 13, 2010.
2. APPROVE ORDINANCE 2010-18 AMENDING THE FEE SCHEDULE.

ORDINANCE NO. 2010-18

AN ORDINANCE AMENDING ORDINANCE NO. 2009-29 ADOPTED ON SEPTEMBER 22, 2009 BY CHANGING CERTAIN RATES AND OTHER SERVICES PROVIDED BY THE CITY; REPEALING ALL ORDINANCE OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING A SEVERANCE CLAUSE.

3. CONCUR WITH PRELIMINARY FINANCIALS FOR APRIL, 2010.

Council Member Hill moved to approve the consent agenda and revised minutes as presented and Mayor Pro Tem McDonald seconded the motion. VOTE: Five voted AYE. Motion passed.

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

4. CONSIDER PROGRESS REPORT ON CITY OF TAYLOR CENSUS FROM IVONNE ESPADA-SIMEON, U.S. CENSUS BUREAU.

Mayor Hortenstine welcomed Ms. Espada-Simeon and Council received her report for information only. The report was accepted for information and no further action was taken.

5. CONSIDER ACCEPTING REPORT FROM TAYLOR CHAMBER OF COMMERCE.

Mr. Thomas Martinez, President of the Taylor Chamber of Commerce, presented a report on activities and expenditures for the period ending in May, 2010. He noted specific areas of interests and outlined goals and accomplishments set by the Board for the current year.

He was commended on providing a thorough and concise report.

Without further discussion, Mayor Pro Tem McDonald moved to accept the Report as presented and Council Member Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

6. CONSIDER HOTEL/MOTEL AGREEMENT WITH THE TAYLOR CHAMBER OF COMMERCE.

Ms. Dennis presented a request to consider approve the annual agreement with the Chamber regarding the distribution of hotel occupancy tax revenue received by the city. Council questioned some of the language in the agreement and asked for changes in the reporting mechanism, the inclusion of newly adopted legislation regarding sports venues, and extending the date of the contract until September, 2011. With changes needed to be made no action was taken and this item was rescheduled for further consideration at a future council meeting in June.

7. CONSIDER APPOINTMENT TO TAYLOR ECONOMIC DEVELOPMENT CORPORATION.

Mayor Hortenstine presented a request to reappoint Nancy Tyson to the TEDC Board. In addition to Ms. Tyson, two other applications were received from persons interested in serving on this board. However, based on her past contributions, participation, attendance, and willingness to continue to serve Mayor Pro Tem McDonald moved to reappoint Nancy Tyson for a three year term to the TEDC Board and Council Member Osborn seconded the motion. VOTE: Five voted AYE. Motion passed.

8. CONSIDER APPROVING RESOLUTION R10-12 AUTHORIZING AN APPLICATION TO CAPCOG FOR RECYCLING CENTER.

Mr. vanTil presented a request to consider approving a request to apply for two grants; one to relocate the city recycling center and a second to expand recycling efforts in the community. Mr. vanTil pointed out that the CAPCOG grant program does not require any matching funds from the city.

Council Member Hill moved to approve Resolution R10-12 as presented and Council Member Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

9. CONSIDER INTRODUCING ORDINANCE 2010-23 REPEALING ORDINANCE 2001-51 RELATING TO THE REQUIREMENT FOR TRAFFIC STUDIES.

Mr. John Elsdon, City Planner, submitted a request to Council to consider an ordinance that would eliminate any conflict with the previously approved Engineering Manual. In particular, a conflict was discovered regarding the requirement for traffic studies and Mr. Elsdon would like to repeal the previous ordinance.

Mayor Hortenstine asked Mr. Hejl to read the caption to Ordinance 2010-23 and declared it officially introduced.

ORDINANCE NO. 2010-23

AN ORDINANCE REPEALING ORDINANCE 2001-51 ESTABLISHING THE REQUIREMENTS FOR A TRAFFIC IMPACT ANALYSIS.

10. CONSIDER INTRODUCING ORDINANCE 2010-24 REGARDING A REQUEST BY ELSIE BACHMAYER TO RELEASE 29.3 ACRES FROM THE CITY OF TAYLOR EXTRATERRITORIAL JURISDICTION (ETJ).

Mr. Elsdén presented a request from a property owner, Ms. Elsie Bachmayer, to allow her to have all of her property in the Hutto ETJ. Under the current city limits, Ms. Bachmayer's property is divided almost in half by the Taylor ETJ line. This item was first discussed during last year's annexation public hearings and her request drew no opposition.

Ms. Bachmayer was present to respond to any questions or concerns. With no further discussion Mayor Hortenstine asked Mr. Hejl to read the caption to Ordinance 2010-24 and declared it officially introduced.

ORDINANCE NO. 2010-24

AN ORDINANCE REDUCING THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TAYLOR, TEXAS BY 29.3 ACRES, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 42.022 OF THE TEXAS LOCAL GOVERNMENT CODE THROUGH A REQUEST OF THE OWNER THAT THE OWNER'S PROPERTY BE EXCLUDED FROM THE CITY OF TAYLOR, TEXAS, EXTRATERRITORIAL JURISDICTION; AND HAVING A SAVINGS CLAUSE.

11. CONSIDER INTRODUCING ORDINANCE 2010-17 ABANDONING ALLEY AT 1705 WEST LAKE DRIVE AND GRACE STREET.

Mr. Elsdén presented a request from a property owner at 1705 West Lake Drive to formally abandon an alley between two adjacent lots he currently owns. He is in the process of planning to install a swimming pool and has discovered the city survey indicates an alley on the properties.

Mr. Rychetsky was present to respond to questions concerning the current condition and access to the alley. He provided Mr. Hejl with a document from the original land owners who agreed between themselves to abandon the alley but apparently never had the document filed with the city. Council instructed staff to conduct further study on this issue and to investigate options to perhaps abandon the alley the entire length of the block will begin.

Mayor Hortenstine asked Mr. Hejl to read the caption to Ordinance 2010-17 and declared it officially introduced.

ORDINANCE NO. 2010-17

AN ORDINANCE FOR THE CITY OF TAYLOR, TEXAS VACATING THE EASTERLY 137 FEET OF THE 20 FOOT WIDE ALLEY LOCATED IN BLOCK B OF THE ROBERTSON AND BLAND ADDITIONS.

(Mayor Pro Tem McDonald recused himself prior to the next agenda item due to a conflict of interest.)

12. CONSIDER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN ECONOMIC DEVELOPMENT INCENTIVES AGREEMENT WITH ELECTRIC RELIABILITY COUNCIL OF TEXAS (ERCOT).

Mr. vanTil presented a request to consider granting a property tax rebate for the most recent ERCOT facility expansion. The agreement provides for a 75% rebate of property taxes paid and guarantees the value of the facility to not fall below \$30 million for at least ten years, the length of the agreement.

Council Member Hill moved to authorize the City Manager to negotiate a tax rebate agreement with ERCOT and Council Member Osborn seconded the motion. VOTE: Four voted AYE. Motion passed.

(Mayor Pro Tem McDonald rejoined the meeting.)

13. CONSIDER AWARDING BID FOR SOUTHWEST WATER TRANSMISSION LINE.

Mr. Casey Sledge, consulting City Engineer, presented a request to consider awarding the bid for a 24" water transmission line on the south side of town to provide services to the new high school site on FM 973. Eight proposals were received and the recommended award came in below the amount budgeted.

Mayor Pro Tem McDonald moved to award the bid to Cash Construction not to exceed \$1,085,190 and Council Member Hill seconded the motion. VOTE: Five voted AYE. Motion passed.

14. EXECUTIVE SESSION I.

The Taylor City Council will conduct a closed executive meeting under Section 551.071 of the Texas Government Code in order to meet with 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.

- East Williamson County Higher Education Center
- KG Industries

15. EXECUTIVE SESSION II.

The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, and the authority contained in Section 551.072 to conduct deliberations regarding the purchase, exchange, lease, or value of real property.

- 12.75 acres located near cemetery land

Mayor Hortenstine adjourned into both closed sessions simultaneously at 7:40 p.m.

16. CONSIDER ACTION FROM EXECUTIVE SESSION.

Mayor Hortenstine resumed the open meeting at 8:11 p.m. and stated that there was no action taken on any issue during either of the Executive Sessions and there were no motions made to take action during the open session.

ADJOURN

With no further business; Mayor Hortenstine adjourned the meeting at 8:11 p.m.

Rod Hortenstine, Mayor

ATTEST:

Susan Brock, City Clerk



City Council Meeting
June 10, 2010
Agenda Item Transmittal

Agenda Item #: 2

Agenda Title: Approve Ordinance 2010-23 repealing Ordinance 2001-51 relating to the requirement for traffic studies.

Council Action to be taken: Approve by consent

Initiating Department: Community Development

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

This is a housekeeping measure. The City's Engineering Design Manual includes requirements for traffic studies. This item is to remove any contradictions between the old ordinance and the new Engineering Design Manual.

2. DESCRIPTION/ JUSTIFICATION

Ordinance 2001-51 requires a Traffic Impact Analysis under certain circumstances, if the expected number of trips generated by a project exceeds 2,000 vehicle trips per day.

The Engineering Design Manual adopted by City Council during January establishes different thresholds for Traffic Study, as follows:

From the Engineering Manual adopted January 2010, page 7:

TRAFFIC IMPACT STUDIES

There are two categories of Traffic Impact Studies:

- Level I – Trip Generation and Distribution Study
- Level II – Traffic Impact Analysis (TIA)

Level I Studies are required for all projects that generate at least 50 vehicular trips within the peak a.m. or p.m. periods. A project that generates less than 50 peak-hour trips may still be subject to a Level I Study if there are specific capacity or safety issues that need to be addressed, in the opinion of the City Engineer.

Level II Studies (TIA) are required for all projects that generate at least 100 vehicular trips within the peak a.m. or p.m. periods. A project that generates less than 100 peak-hour trips may still be subject to a Level II Study if there are existing traffic problems,

poor roadway alignment, capacity deficiencies, level of service issues, or expected adverse impacts from the proposed development in the opinion of the City Engineer.

This new language conflicts with Ordinance 2001-51. If repealed, this conflict will no longer exist.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Approve by consent

6. REFERENCE FILES

2a. Ordinance 2010-23

ORDINANCE NO. 2010-23

AN ORDINANCE REPEALING ORDINANCE 2001-51 ESTABLISHING THE REQUIREMENTS FOR A TRAFFIC IMPACT ANALYSIS.

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

SECTION 1.0 The City of Taylor adopted an Engineering Manual during 2010 that, among other requirements, establishes the need for a Traffic Study under certain circumstances and traffic volumes.

SECTION 2.0 The newly adopted Engineering Manual is now in conflict with the Ordinance 2001-51 which established requirements for a Traffic Impact Analysis that are different from the Engineering Manual requirements.

SECTION 3.0 Ordinance 2001-51 is hereby repealed in its entirety, with future requirements for a Traffic Study contained within the new Engineering Manual.

SECTION 4.0 Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional

SECTION 5.0 In accordance with Article 8 of the City Charter, Ordinance 2010-23 was introduced before the Taylor City Council on the 25th day of May, 2010.

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

Rod Hortenstine, Mayor

ATTEST:

Susan Brock, City Clerk

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2010-23, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2010, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

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

Susan Brock
City Clerk



City Council Meeting
June 10, 2010
Agenda Item Transmittal

Agenda Item #: 3
Agenda Title: Approve Ordinance 2010-24 regarding a request by Elsie Bachmayer to release 29.3 acres from the City of Taylor's Extra Territorial Jurisdiction.

Council Action to be taken: Approve by consent

Initiating Department: Community Development

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

To approve by consent Ordinance 2010-24, introduced at the May 25th Council meeting, to release 29.3 acres from the City's ETJ as requested by Mrs. Bachmayer.

2. DESCRIPTION/ JUSTIFICATION

Mrs. Bachmayer has requested that the portion of her property located within the City of Taylor's Extraterritorial Jurisdiction (ETJ) (29.3 acres) be released from the City of Taylor, to become part of the City of Hutto's ETJ.

A portion of her property was included within Taylor's ETJ during 2006 when the City annexed approximately 1,111 acres. This property (29.3 acres) was never annexed to the City of Taylor but remained in Taylor's legislative ETJ.

The earlier Council action approving the release was inadvertently undone when the Council repealed the ordinance creating the new ETJ line with Hutto.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends Council approve Ordinance 2010-24 by consent.

6. REFERENCE FILES

- 3a. Ordinance 2010-24
- 3b. Location Map of Bachmayer property

ORDINANCE NO. 2010-24

AN ORDINANCE REDUCING THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TAYLOR, TEXAS BY 29.3 ACRES, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 42.022 OF THE TEXAS LOCAL GOVERNMENT CODE THROUGH A REQUEST OF THE OWNER THAT THE OWNER'S PROPERTY BE EXCLUDED FROM THE CITY OF TAYLOR, TEXAS, EXTRATERRITORIAL JURISDICTION; AND HAVING A SAVINGS CLAUSE.

WHEREAS, Elsie Bachmayer is the owner of the real property shown in Exhibit "A", attached hereto and incorporated by reference herein; and

WHEREAS, Section 42.022 allows the City of Taylor to reduce it's extraterritorial jurisdiction boundaries to exclude an area contiguous to City of Taylor's existing Extraterritorial Jurisdiction, hereinafter referred to as "ETJ", if an owner requests exclusion from the ETJ; and

WHEREAS, the property owned by Elsie Bachmayer shown on Exhibit "A", is contiguous to the City of Taylor and consists of 29.3 acres; and

WHEREAS, Elsie Bachmayer requested that her property be excluded from the City of Taylor ETJ; and

WHEREAS, the City of Taylor desires to exclude the property shown in Exhibit "A" to the Taylor ETJ, all of which hereinafter shall be referred to as "the Property".

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

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

SECTION 2. The Property is hereby released from the Extraterritorial Jurisdiction of the City of Taylor, Texas,

thereby reducing the City of Taylor Extraterritorial Jurisdiction to exclude this Property.

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

SECTION 4. 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 25th day of May, 2010.

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

Rod Hortenstine, Mayor
City of Taylor, Texas

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

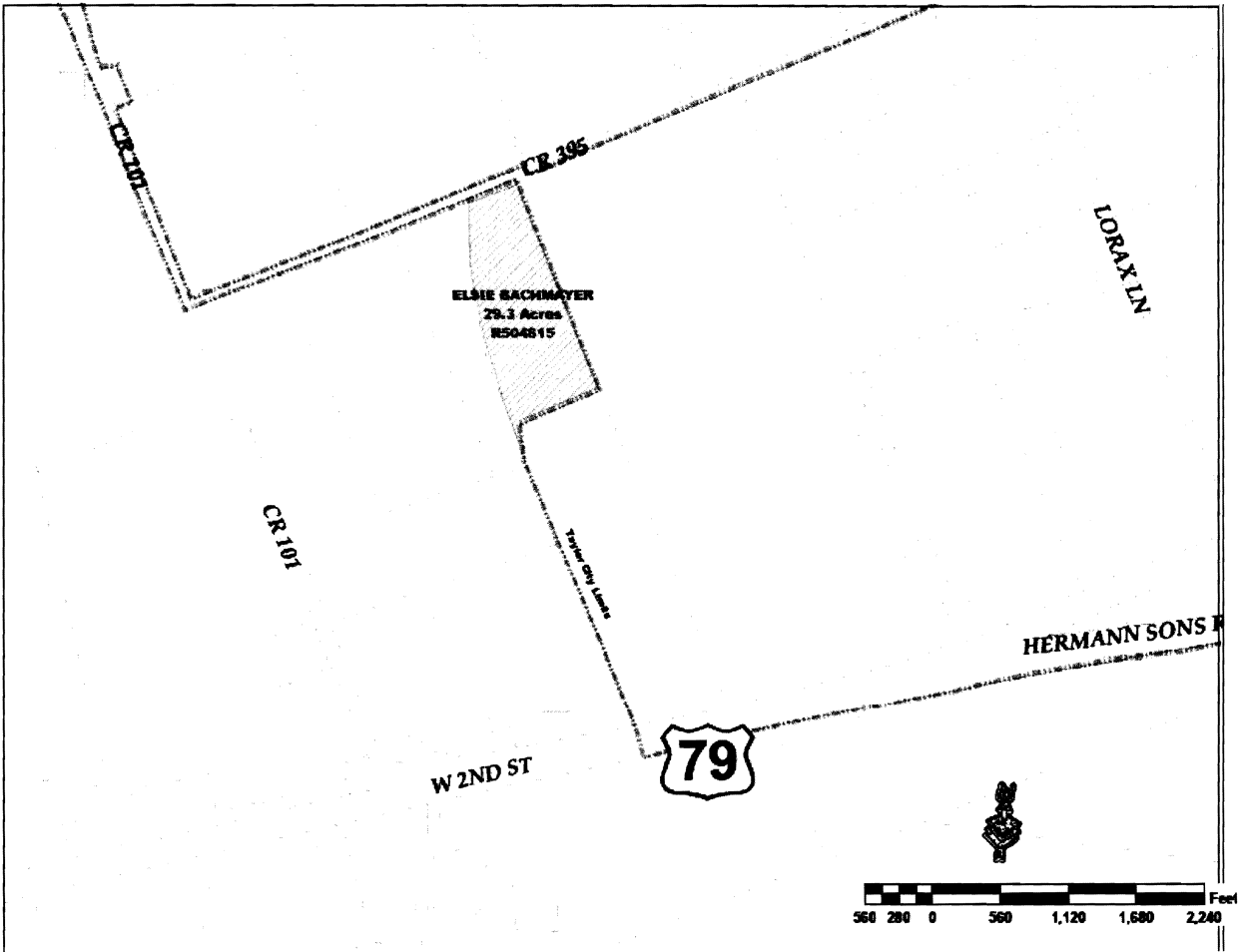
I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2010-24, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2010, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

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

Susan Brock
City Clerk

EXHIBIT A

BACHMAYER PROPERTY TO BE
EXCLUDED FROM TAYLOR ETJ





City Council Meeting
June 10, 2010
Agenda Item Transmittal

Agenda Item #: 4

Agenda Title: Consider Hotel/Motel Agreement with Taylor Chamber Of Commerce.

Council Action to be taken: Approve, deny or table

Initiating Department: City Management

Staff Contact: Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

The City's agreement with the Chamber of Commerce for the distribution of a portion of the City's Hotel/Motel Occupancy Tax, contract expired on September 30, 2009.

2. DESCRIPTION/ JUSTIFICATION

At the last City Council Meeting this item was passed on to accommodate additional modifications to the agreement. With the passage of House Bill 1789 in the 81st Legislation, the new agreement addresses the use and allocation of hotel occupancy tax (see attached Tax Code). During the discussion at the May 25th Council meeting, a decision was made that hotel/motel tax generated from sporting events be excluded from the funds received by the Chamber. Also, the method of reporting not only includes a written report, but also an oral presentation as noted in the agreement which has been reviewed by the City Attorney.

Background:

This agreement was presented to Council on September 22nd and again on October 8, 2009, both times this item was tabled. At the September 22nd meeting, there was some discussion on which calendar to use for both reports to Council and the budget year. The Chamber was considering changing their fiscal year to coincide with the City fiscal year which is October 1 through September 30th. Also, Council asked staff to bring back additional information regarding possible legislative changes regarding the use of hotel/motel tax revenues for sports facilities and parks.

The City amended its Hotel/Motel Occupancy Tax Ordinance, which was approved and passed on April 8, 2010, requiring that lodging providers file their return and pay monthly their hotel/motel occupancy tax to the City.

3. FINANCIAL/BUDGET

This agreement stipulates that the City will pay the Chamber seventy-five percent (75%) of the Hotel/Motel taxes collected by the City, but the amount collected shall exclude the amounts derived from sporting events during the term of the contract, not to exceed \$60,000 annually. Under the current contract, the city pays the Chamber on a monthly basis.

4. TIMELINE CONSIDERATIONS

This agreement expired on September 30, 2009. As per Council directive, the City has been operating on a month to month basis without a contract. The enclosed agreement reflects the terms of the contract to end on September 30, 2011 so as not to be bringing it back again this September. If approved, the terms would go back to annual after September, 2011.

5. RECOMMENDATION

Staff recommends approval of the enclosed contract with the Chamber.

6. REFERENCE FILES

- 4a. City Agreement the Taylor Chamber of Commerce (with revisions noted)
- 4b. Clean copy of agreement for signatures.
- 4c. Amended Tax Code in 351.101 (a) (7) and 351.1076. 351

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

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~~ **its** 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 the amount collected shall be exclude the amounts derived from sporting events. Notwithstanding, the** 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 **and all amounts collected from sporting events held by city owned facilities** 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~~ monthly 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 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 **and shall, in addition, present the reports verbally before the Council.** 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 May 2009, and shall terminate at midnight on the 30th day of September 2011.

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 _____, 2010.

CITY OF TAYLOR, TEXAS

BY: Rodney Hortenstine
ITS: Mayor

Attest:

Susan Brock, City Clerk

TAYLOR CHAMBER OF COMMERCE

BY: Thomas Martinez
ITS: President

Attest:

Chamber Secretary

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 by payment to the Chamber of Commerce seventy-five per cent (75%) of hotel/motel taxes collected by the City, but the amount collected shall exclude the amounts derived from sporting events. Notwithstanding, the payment shall be limited to an amount not to exceed an annual payment of Sixty Thousand and No/100 Dollars (\$60,000.00). The remaining twenty five (25%) per cent and all amounts collected from sporting events held by city owned facilities 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 monthly within fifteen (15) days of receipt of the tax by the City.

- 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 and verbal 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.

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Attn: President
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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 _____, 2010.

CITY OF TAYLOR, TEXAS

BY: Rodney Hortenstine
ITS: Mayor

Attest:

Susan Brock, City Clerk

TAYLOR CHAMBER OF COMMERCE

BY: Thomas Martinez
ITS: President

Attest:

Chamber Secretary

TAX CODE CHAPTER 351. MUNICIPAL HOTEL OCCUPANCY TAXES

TAX CODE

TITLE 3. LOCAL TAXATION

SUBTITLE D. LOCAL HOTEL OCCUPANCY TAXES

CHAPTER 351. MUNICIPAL HOTEL OCCUPANCY TAXES

SUBCHAPTER A. IMPOSITION AND COLLECTION OF TAX

Sec. 351.001. DEFINITIONS. In this chapter:

(1) "Municipality" includes any incorporated city, town, or village.

(2) "Convention center facilities" or "convention center complex" means facilities that are primarily used to host conventions and meetings. The term means civic centers, civic center buildings, auditoriums, exhibition halls, and coliseums that are owned by the municipality or other governmental entity or that are managed in whole or part by the municipality. In a municipality with a population of 1.5 million or more, "convention center facilities" or "convention center complex" means civic centers, civic center buildings, auditoriums, exhibition halls, and coliseums that are owned by the municipality or other governmental entity or that are managed in part by the municipality, hotels owned by the municipality or a nonprofit municipally sponsored local government corporation created under Chapter 431, Transportation Code, within 1,000 feet of a convention center owned by the municipality, or a historic hotel owned by the municipality or a nonprofit municipally sponsored local government corporation created under Chapter 431, Transportation Code, within one mile of a convention center owned by the municipality. The term includes parking areas or facilities that are for the parking or storage of conveyances and that are located at or in the vicinity of other convention center facilities. The term also includes a hotel owned by or located on land that is owned by an eligible central municipality or by a nonprofit corporation acting on behalf of an eligible central municipality and that is located within 1,000 feet of a convention center facility owned by the municipality.

(3) "Eligible coastal municipality" means a home-rule

municipality that borders on the Gulf of Mexico and has a population of less than 80,000.

(4) "Hotel" has the meaning assigned by Section 156.001.

(5) "Tourism" means the guidance or management of tourists.

(6) "Tourist" means an individual who travels from the individual's residence to a different municipality, county, state, or country for pleasure, recreation, education, or culture.

(7) "Eligible central municipality" means a municipality with a population of more than 140,000 but less than 1.5 million that is located in a county with a population of one million or more and that has adopted a capital improvement plan for the expansion of an existing convention center facility.

(8) "Visitor information center" or "tourism information center" means a building or a portion of a building used to distribute or disseminate information to tourists.

(9) "Revenue" includes any interest derived from the revenue.

(10) "Revenue" includes any interest derived from the revenue.

(11) "Eligible barrier island coastal municipality" means a municipality:

(A) that borders on the Gulf of Mexico;

(B) that is located wholly on a barrier island;
and

(C) the boundaries of which are within 30 miles of the United Mexican States.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1989, 71st Leg., ch. 1110, Sec. 1, eff. Oct. 1, 1989; Acts 1993, 73rd Leg., ch. 231, Sec. 1, eff. Aug. 30, 1993; Acts 1993, 73rd Leg., ch. 620, Sec. 1, eff. Aug. 30, 1993; Acts 1993, 73rd Leg., ch. 680, Sec. 1, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 76, Sec. 17.01(51), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 454, Sec. 5, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 165, Sec. 30.273, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 495, Sec. 1, eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch.

1004, Sec. 1, eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 1467, Sec. 2.71, eff. Oct. 1, 1999; Acts 2001, 77th Leg., ch. 1308, Sec. 1, eff. June 16, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 264, Sec. 3, eff. May 30, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1220, Sec. 1, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1271, Sec. 1, eff. June 19, 2009.

Sec. 351.002. TAX AUTHORIZED. (a) A municipality by ordinance may impose a tax on a person who, under a lease, concession, permit, right of access, license, contract, or agreement, pays for the use or possession or for the right to the use or possession of a room that is in a hotel, costs \$2 or more each day, and is ordinarily used for sleeping.

(b) The price of a room in a hotel does not include the cost of food served by the hotel and the cost of personal services performed by the hotel for the person except for those services related to cleaning and readying the room for use or possession.

(c) The tax does not apply to a person who is a permanent resident under Section 156.101 of this code.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.

Amended by Acts 1991, 72nd Leg., ch. 328, Sec. 5, eff. Aug. 26, 1991.

Sec. 351.0025. EXTRATERRITORIAL JURISDICTION. (a) A municipality with a population of less than 35,000 by ordinance may impose the tax authorized under Section 351.002 in the municipality's extraterritorial jurisdiction.

(b) The municipality may not impose a tax under this section if as a result of the adoption the combined rate of state, county, and municipal hotel occupancy taxes in the extraterritorial jurisdiction exceeds 15 percent of the price paid for a room in a hotel.

Added by Acts 1991, 72nd Leg., ch. 328, Sec. 3, eff. Aug. 26, 1991.

Amended by Acts 1993, 73rd Leg., ch. 680, Sec. 2, eff. Sept. 1, 1993.

Sec. 351.003. TAX RATES. (a) Except as provided by this section, the tax authorized by this chapter may be imposed at any rate not to exceed seven percent of the price paid for a room in a hotel.

(b) The rate in an eligible central municipality may not exceed nine percent of the price paid for a room. This subsection does not apply to a municipality to which Section 351.106 applies or to an eligible central municipality with a population of less than 440,000.

(c) The rate in a municipality that borders on the Gulf of Mexico and has a population of more than 250,000 or in a municipality with a population of less than 5,000 adjacent to a home-rule city with a population of less than 80,000 may not exceed nine percent of the price paid for a room.

(d) The rate in an eligible barrier island coastal municipality may not exceed 8-1/2 percent of the price paid for a room.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 2, Sec. 14.23(a), eff. Aug. 28, 1989; Acts 1993, 73rd Leg., ch. 620, Sec. 2, eff. Aug. 30, 1993; Acts 1999, 76th Leg., ch. 825, Sec. 1, eff. June 18, 1999; Acts 2001, 77th Leg., ch. 1308, Sec. 2, eff. June 16, 2001; Acts 2003, 78th Leg., ch. 247, Sec. 2, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 382, Sec. 1, 3, eff. June 18, 2003.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1220, Sec. 2, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1271, Sec. 2, eff. June 19, 2009.

For expiration of this section, see Subsection (d).

Sec. 351.0035. TAX RATE AND USE IN CERTAIN MUNICIPALITIES.

(a) The tax imposed by this chapter in a home-rule municipality that was originally chartered in or after 1938, that is home to a

major state university, and that is located in a county bordered by the Brazos and Navasota Rivers, may be imposed at any rate not to exceed 7.75 percent of the price paid for a room in a hotel.

(b) The municipality shall allocate for the construction of a convention center in the municipality all revenue received by the municipality that is derived from the application of the tax at a rate of more than seven percent of the price paid for a room in a hotel.

(c) The municipality may not increase the rate of the tax to a rate above seven percent before the date the municipality executes a contract for the construction of the convention center.

(d) This section expires on the date the governing body of the municipality certifies that all debt relating to the convention center payable from the tax, including interest and any costs relating to the debt, has been paid in full or a deposit has been made and an escrow agreement in relation to the debt has been executed.

Added by Acts 2009, 81st Leg., R.S., Ch. 1057, Sec. 1, eff. June 19, 2009.

Sec. 351.004. TAX COLLECTION. (a) The municipal attorney or other attorney acting for the municipality may bring suit against a person who is required to collect the tax imposed by this chapter and pay the collections over to the municipality and who has failed to file a tax report or pay the tax when due to collect the tax not paid or to enjoin the person from operating a hotel in the municipality until the tax is paid or the report filed, as applicable, as provided by the court's order. In addition to the amount of any tax owed under this chapter, the person is liable to the municipality for:

- (1) the municipality's reasonable attorney's fees;
- (2) the costs of an audit conducted under Subsection (a-1)(1), as determined by the municipality using a reasonable rate, but only if the tax has been delinquent for at least two complete municipal fiscal quarters at the time the audit is conducted; and
- (3) a penalty equal to 15 percent of the total amount

of the tax owed.

(a-1) If a person required to file a tax report under this chapter does not file the report as required by the municipality, the municipal attorney or other attorney acting for the municipality may determine the amount of tax due under this chapter by:

(1) conducting an audit of each hotel in relation to which the person did not file the report as required by the municipality; or

(2) using the tax report filed for the appropriate reporting period under Section 156.151 in relation to that hotel.

(a-2) If the person did not file a tax report under Section 156.151 for that reporting period in relation to that hotel, the municipal attorney or other attorney acting for the municipality may estimate the amount of tax due by using the tax reports in relation to that hotel filed during the previous calendar year under this chapter or Section 156.151. An estimate made under this subsection is prima facie evidence of the amount of tax due for that period in relation to that hotel.

(a-3) The authority to conduct an audit under this section is in addition to any other audit authority provided by statute, charter, or ordinance.

(b) Section 16.061, Civil Practice and Remedies Code, applies to the collection of a tax under this chapter. A limitation period provided by Title 2 relating to the time allowed to assess taxes and bring a suit to collect taxes does not apply to a tax imposed under this chapter or to a suit brought under this section.

(c) A municipality by ordinance may authorize misdemeanor punishment for a violation of an ordinance adopted under this chapter.

(d) The remedies provided by this section are in addition to other available remedies.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.

Amended by Acts 1989, 71st Leg., ch. 1110, Sec. 2, eff. Oct. 1, 1989; Acts 1993, 73rd Leg., ch. 259, Sec. 1.

Amended by:

Acts 2005, 79th Leg., Ch. 488, Sec. 1, eff. September 1, 2005.

Sec. 351.0041. COLLECTION PROCEDURES ON PURCHASE OF HOTEL.

(a) If a person who is liable for the payment of a tax under this chapter is the owner of a hotel and sells the hotel, the successor to the seller or the seller's assignee shall withhold an amount of the purchase price sufficient to pay the amount due until the seller provides a receipt by a person designated by the municipality to provide the receipt showing that the amount has been paid or a certificate showing that no tax is due.

(b) The purchaser of a hotel who fails to withhold an amount of the purchase price as required by this section is liable for the amount required to be withheld to the extent of the value of the purchase price.

(c) The purchaser of a hotel may request that the person designated by the municipality to provide a receipt under Subsection (a) issue a certificate stating that no tax is due or issue a statement of the amount required to be paid before a certificate may be issued. The person designated by the municipality shall issue the certificate or statement not later than the 60th day after the date that the person receives the request.

(d) If the person designated by the municipality to provide a receipt under Subsection (a) fails to issue the certificate or statement within the period provided by Subsection (c), the purchaser is released from the obligation to withhold the purchase price or pay the amount due.

Added by Acts 1991, 72nd Leg., ch. 328, Sec. 1, eff. Aug. 26, 1991.

Sec. 351.005. REIMBURSEMENT FOR TAX COLLECTION EXPENSES.

(a) A municipality may permit a person who is required to collect and pay over to the municipality the tax authorized by this chapter not more than one percent of the amount collected and required to be reported as reimbursement to the person for the costs in collecting the tax.

(b) The municipality may provide that the reimbursement provided by this section be forfeited because of a failure to pay the tax or to file a report as required by the municipality.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.

Sec. 351.006. EXEMPTION. (a) A United States governmental entity described in Section 156.103(a) is exempt from the payment of tax authorized by this chapter.

(b) A state governmental entity described in Section 156.103(b) shall pay the tax imposed by this chapter but is entitled to a refund of the tax paid.

(c) A person who is described by Section 156.103(d) is exempt from the payment of the tax authorized by this chapter.

(d) A person who is described by Section 156.103(c) shall pay the tax imposed by this chapter but the state governmental entity with whom the person is associated is entitled to a refund of the tax paid.

(e) To receive a refund of tax paid under this chapter, the governmental entity entitled to the refund must file a refund claim on a form provided by the municipality and containing the information required by the municipality. The comptroller by rule shall prescribe the form that must be used and the information that must be provided.

(f) A governmental entity may file a refund claim with the municipality under this chapter only for each calendar quarter for all reimbursements accrued during that quarter. The municipality may adopt an ordinance to enforce this section.

(g) The right to use or possess a room in a hotel is exempt from taxation under this chapter if the person required to collect the tax receives, in good faith from a guest, an exemption certificate stating qualification for an exemption provided in Subsection (c). The exemption must be supported by the documentation required under rules adopted by the comptroller and the municipality.

Added by Acts 1989, 71st Leg., ch. 504, Sec. 2, eff. Sept. 1, 1989.
Amended by Acts 1995, 74th Leg., ch. 454, Sec. 6, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1467, Sec. 2.72, eff. Oct. 1, 1999; Acts 2003, 78th Leg., ch. 209, Sec. 87, eff. Oct. 1, 2003.

Sec. 351.007. PREEXISTING CONTRACTS. If a municipality

increases the rate of the tax authorized by this chapter, the increased tax rate does not apply to the tax imposed on the use or possession of a room under a contract executed before October 1, 1989, that provides for the payment of the tax at the rate in effect when the contract was executed, unless the contract is subject to change or modification by reason of the tax rate increase. The tax rate applicable to the use or possession of a room under the contract is the rate in effect when the contract was executed.

Added by Acts 1989, 71st Leg., ch. 1110, Sec. 3, eff. Oct. 1, 1989.

SUBCHAPTER B. USE AND ALLOCATION OF REVENUE

Sec. 351.101. USE OF TAX REVENUE.

Text of subsection as amended by Acts 2009, 81st Leg., R.S., Ch.
402, Sec. 1

(a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(1) the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;

(2) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

(3) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

(4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:

(A) at or in the immediate vicinity of convention center facilities or visitor information centers; or

(B) located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;

(6) for a municipality located in a county with a population of one million or less, expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity;

(7) subject to Section 351.1076, the promotion of tourism by the enhancement and upgrading of existing sports facilities or fields, including facilities or fields for baseball, softball, soccer, and flag football, if:

(A) the municipality owns the facilities or fields;

(B) the municipality:

(i) has a population of 80,000 or more and is located in a county that has a population of 350,000 or less;

(ii) has a population of at least 65,000 but not more than 70,000 and is located in a county that has a population of 155,000 or less;

(iii) has a population of at least 34,000 but not more than 36,000 and is located in a county that has a population of 90,000 or less;

(iv) has a population of at least 13,000 but less than 39,000 and is located in a county that has a population of at least 200,000;

(v) has a population of at least 65,000 but less than 80,000 and no part of which is located in a county with a population greater than 150,000; or

(vi) is located in a county that:

(a) is adjacent to the Texas-Mexico border;

(b) has a population of at least 500,000; and

(c) does not have a municipality with a population greater than 500,000; and

(C) the sports facilities and fields have been used, in the preceding calendar year, a combined total of more than 10 times for district, state, regional, or national sports tournaments; and

(8) for a municipality with a population of at least 65,000 but less than 80,000, no part of which is located in a county with a population greater than 150,000, the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility.

Text of subsection as amended by Acts 2009, 81st Leg., R.S., Ch.

1220, Sec. 3

(a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(1) the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;

(2) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

(3) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

(4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording,

and other arts related to the presentation, performance, execution, and exhibition of these major art forms;

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:

(A) at or in the immediate vicinity of convention center facilities or visitor information centers; or

(B) located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;

(6) for a municipality located in a county with a population of one million or less, expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity;

(7) subject to Section 351.1076, the promotion of tourism by the enhancement and upgrading of existing sports facilities or fields, including facilities or fields for baseball, softball, soccer, and flag football, if:

(A) the municipality owns the facilities or fields;

(B) the municipality:

(i) has a population of 80,000 or more and is located in a county that has a population of 350,000 or less;

(ii) has a population of at least 65,000 but not more than 70,000 and is located in a county that has a population of 155,000 or less; or

(iii) has a population of at least 34,000 but not more than 36,000 and is located in a county that has a population of 90,000 or less; and

(C) the sports facilities and fields have been used, in the preceding calendar year, a combined total of more than 10 times for district, state, regional, or national sports tournaments; and

(8) signage directing the public to sights and

attractions that are visited frequently by hotel guests in the municipality.

Text of subsection as amended by Acts 2009, 81st Leg., R.S., Ch.

1322, Sec. 1

(a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(1) the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;

(2) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

(3) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

(4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:

(A) at or in the immediate vicinity of convention center facilities or visitor information centers; or

(B) located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;

(6) for a municipality located in a county with a population of one million or less, expenses, including promotion

expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity;

(7) subject to Section 351.1076, the promotion of tourism by the enhancement and upgrading of existing sports facilities or fields, including facilities or fields for baseball, softball, soccer, and flag football, if:

(A) the municipality owns the facilities or fields;

(B) the municipality:

(i) has a population of 80,000 or more and is located in a county that has a population of 350,000 or less;

(ii) has a population of at least 65,000 but not more than 70,000 and is located in a county that has a population of 155,000 or less; or

(iii) has a population of at least 34,000 but not more than 36,000 and is located in a county that has a population of 90,000 or less; and

(C) the sports facilities and fields have been used, in the preceding calendar year, a combined total of more than 10 times for district, state, regional, or national sports tournaments; and

(8) the construction of a recreational venue in the immediate vicinity of area hotels, if:

(A) the municipality:

(i) is a general-law municipality;

(ii) has a population of not more than 900;

and

(iii) does not impose an ad valorem tax;

(B) not more than \$100,000 of municipal hotel occupancy tax revenue is used for the construction of the recreational venue;

(C) a majority of the hotels in the municipality request the municipality to construct the recreational venue;

(D) the recreational venue will be used primarily by hotel guests; and

(E) the municipality will pay for maintenance of the recreational venue from the municipality's general fund.

(b) Revenue derived from the tax authorized by this chapter shall be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry as permitted by Subsection (a). That revenue may not be used for the general revenue purposes or general governmental operations of a municipality.

(c) The governing body of a municipality by contract may delegate to a person, including another governmental entity or a private organization, the management or supervision of programs and activities funded with revenue from the tax authorized by this chapter. The governing body in writing shall approve in advance the annual budget of the person to which it delegates those functions and shall require the person to make periodic reports to the governing body at least quarterly listing the expenditures made by the person with revenue from the tax authorized by this chapter. The person must maintain revenue provided from the tax authorized by this chapter in a separate account established for that purpose and may not commingle that revenue with any other money. The municipality may not delegate to any person the management or supervision of its convention and visitors programs and activities funded with revenue from the tax authorized by this chapter other than by contract as provided by this subsection. The approval by the governing body of the municipality of the annual budget of the person to whom the governing body delegates those functions creates a fiduciary duty in the person with respect to the revenue provided by the tax authorized by this chapter.

(d) A person with whom a municipality contracts under this section to conduct an activity authorized by this section shall maintain complete and accurate financial records of each expenditure of hotel occupancy tax revenue made by the person and, on request of the governing body of the municipality or other person, shall make the records available for inspection and review to the governing body or other person.

(e) Hotel occupancy tax revenue spent for a purpose authorized by this section may be spent for day-to-day operations,

supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promotion and servicing expenditures authorized under Section 351.101(a). If a municipal or other public or private entity that conducts an activity authorized under this section conducts other activities that are not authorized under this section, the portion of the total administrative costs of the entity for which hotel occupancy tax revenue may be used may not exceed the portion of those administrative costs actually incurred in conducting the authorized activities.

(f) Municipal hotel occupancy tax revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

(g) Nothing in this section shall prohibit any private entity, person, or organization from making subgrants by contract to any other person, entity, or private organization for expenditures under Section 351.101(a)(4). A subgrantee shall:

(1) at least annually make periodic reports to the governing body of its expenditures from the tax authorized by this chapter; and

(2) make records of these expenditures available for review to the governing body or other person.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1989, 71st Leg., ch. 2, Sec. 14.24(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1110, Sec. 4, eff. Oct. 1, 1989; Acts 1993, 73rd Leg., ch. 680, Sec. 3, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 1027, Sec. 1, eff. Aug. 28, 1995; Acts 2001, 77th Leg., ch. 755, Sec. 1, eff. June 13, 2001; Acts 2001, 77th Leg., ch. 1308, Sec. 3, eff. June 16, 2001; Acts 2003, 78th Leg., ch. 209, Sec. 90, eff. Oct. 1, 2003; Acts 2003, 78th Leg., ch. 303, Sec. 1, eff. June 18, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 1247, Sec. 1, eff. June 18, 2005.

Acts 2007, 80th Leg., R.S., Ch. 1144, Sec. 1, eff. June 15,

2007.

Acts 2009, 81st Leg., R.S., Ch. 402, Sec. 1, eff. June 19, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1220, Sec. 3(a), eff. June 19, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1322, Sec. 1, eff. June 19, 2009.

Sec. 351.102. PLEDGE FOR BONDS. (a) Subject to the limitations provided by this subchapter, a municipality may pledge the revenue derived from the tax imposed under this chapter for the payment of bonds that are issued under Section 1504.002(a), Government Code, for one or more of the purposes provided by Section 351.101 or, in the case of a municipality of 1,500,000 or more, for the payment of principal of or interest on bonds or other obligations of a municipally sponsored local government corporation created under Chapter 431, Transportation Code, that were issued to pay the cost of the acquisition and construction of a convention center hotel or the cost of acquisition, remodeling, or rehabilitation of a historic hotel structure; provided, however, such pledge may only be that portion of the tax collected at such hotel.

(b) An eligible central municipality or a municipality with a population of 173,000 or more that is located within two counties may pledge the revenue derived from the tax imposed under this chapter from a hotel project that is owned by or located on land owned by the municipality or, in an eligible central municipality, by a nonprofit corporation acting on behalf of an eligible central municipality, and that is located within 1,000 feet of a convention center facility owned by the municipality for the payment of bonds or other obligations issued or incurred to acquire, lease, construct, and equip the hotel and any facilities ancillary to the hotel, including convention center entertainment-related facilities, restaurants, shops, and parking facilities within 1,000 feet of the hotel or convention center facility. For bonds or other obligations issued under this subsection, an eligible central municipality or a municipality with a population of 173,000

or more that is located within two counties may only pledge revenue or other assets of the hotel project benefiting from those bonds or other obligations.

(b-1) A municipality with a population of 173,000 or more that is located within two counties and is not an eligible central municipality may not pledge revenue under Subsection (b) in relation to a particular hotel project after the earlier of:

(1) the 20th anniversary of the date the municipality first pledged the revenue to the hotel project; or

(2) the date the revenue pledged to the hotel project equals 40 percent of the hotel project's total construction cost.

(c) A municipality to which Subsection (b) applies is entitled to receive all funds from a project described by this section that an owner of a project may receive under Section 151.429(h) of this code, or Section 2303.5055, Government Code, and may pledge the funds for the payment of obligations issued under this section.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.

Amended by Acts 1993, 73rd Leg., ch. 231, Sec. 3, eff. Aug. 30, 1993; Acts 1997, 75th Leg., ch. 165, Sec. 30.274, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1004, Sec. 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1308, Sec. 4, eff. June 16, 2001; Acts 2001, 77th Leg., ch. 1420, Sec. 8.365, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 209, Sec. 91, eff. Oct. 1, 2003.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 519, Sec. 1, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1087, Sec. 3, eff. June 19, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1220, Sec. 4, eff. September 1, 2009.

Sec. 351.103. ALLOCATION OF REVENUE: GENERAL RULE.

(a) At least 50 percent of the hotel occupancy tax revenue collected by a municipality with a population of 200,000 or greater must be allocated for the purposes provided by Section 351.101(a)(3). For municipalities with a population of less than

200,000, allocations for the purposes provided by Section 351.101(a)(3) are as follows:

(1) if the tax rate in a municipality is not more than three percent of the cost paid for a room, not less than the amount of revenue received by the municipality from the tax at a rate of one-half of one percent of the cost of the room; or

(2) if the tax in a municipality exceeds three percent of the cost of a room, not less than the amount of revenue received by the municipality from the tax at a rate of one percent of the cost of a room. This subsection does not apply to a municipality, regardless of population, that before October 1, 1989, adopted an ordinance providing for the allocation of an amount in excess of 50 percent of the hotel occupancy tax revenue collected by the municipality for one or more specific purposes provided by Section 351.101(a)(1) until the ordinance is repealed or expires or until the revenue is no longer used for those specific purposes in an amount in excess of 50 percent of the tax revenue.

(b) Subsection (a) does not apply to a municipality in a fiscal year of the municipality if the total amount of hotel occupancy tax collected by the municipality in the most recent calendar year that ends at least 90 days before the date the fiscal year begins exceeds \$2 million. A municipality excepted from the application of Subsection (a) by this subsection shall allocate hotel occupancy tax revenue by ordinance, consistent with the other limitations of this section. The portion of the tax revenue allocated by a municipality with a population of more than 1.6 million for the purposes provided by Section 351.101(a)(3) may not be less than 23 percent, except that the allocation is subject to and may not impair the authority of the municipality to:

(1) pledge all or any portion of that tax revenue to the payment of bonds as provided by Section 351.102(a) or bonds issued to refund bonds secured by that pledge; or

(2) spend all or any portion of that tax revenue for the payment of operation and maintenance expenses of convention center facilities.

(c) Not more than 15 percent of the hotel occupancy tax revenue collected by a municipality, other than a municipality

having a population of more than 1.6 million, or the amount of tax received by the municipality at the rate of one percent of the cost of a room, whichever is greater, may be used for the purposes provided by Section 351.101(a)(4). Not more than 19.30 percent of the hotel occupancy tax revenue collected by a municipality having a population of more than 1.6 million, or the amount of tax received by the municipality at the rate of one percent of the cost of a room, whichever is greater, may be used for the purposes provided by Section 351.101(a)(4). Not more than 15 percent of the hotel occupancy tax revenue collected by a municipality having a population of more than 125,000 may be used for the purposes provided by Section 351.101(a)(5).

(d) A municipality that does not allocate any hotel occupancy tax revenue for the purposes provided by Section 351.101(a)(1) may allocate not more than 50 percent of the hotel occupancy tax revenue collected by the municipality for the purposes provided by Section 351.101(a)(5). A municipality that before October 1, 1989, adopts an ordinance providing for the allocation of an amount in excess of 50 percent of the hotel occupancy tax revenue collected by the municipality for one or more specific purposes provided by Section 351.101(a)(5) may allocate the tax revenue as provided by that ordinance until the ordinance is repealed or expires or until the revenue is no longer used for those specific purposes.

(e) A municipality may use hotel occupancy tax revenue collected by the municipality for a purpose provided by Section 351.101(a)(1) only if the municipality complies with the applicable provisions of this section.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1989, 71st Leg., ch. 2, Sec. 14.24(b), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1110, Sec. 6, eff. Oct. 1, 1989; Acts 1993, 73rd Leg., ch. 153, Sec. 1, eff. Aug. 30, 1993; Acts 1993, 73rd Leg., ch. 680, Sec. 5, eff. Sept. 1, 1993; Acts 2001, 77th Leg., ch. 1308, Sec. 5, eff. June 16, 2001.

Sec. 351.1035. ALLOCATION OF REVENUE: CERTAIN MUNICIPALITIES IN BORDER COUNTIES. (a) This section applies only

to a municipality that is the largest municipality in a county described by Section 352.002(a)(14).

(b) At least 50 percent of the hotel occupancy tax revenue collected by a municipality described by Subsection (a) must be allocated for the purposes provided by Section 351.101(a)(3).

(c) Not more than 15 percent of the hotel occupancy tax revenue collected by a municipality described by Subsection (a) may be used for the purposes provided by Section 351.101(a)(4).

(d) Not more than 15 percent of the hotel occupancy tax revenue collected by a municipality described by Subsection (a) may be used for the purposes provided by Section 351.101(a)(5).

Added by Acts 2003, 78th Leg., ch. 303, Sec. 2, eff. June 18, 2003.

Sec. 351.104. ALLOCATION OF REVENUE: CERTAIN MUNICIPALITIES BORDERING BAYS. (a) This section applies only to a home-rule municipality that borders a bay, that has a population of less than 80,000, and that is not an eligible coastal municipality.

(b) In this section:

(1) "Adjacent public land" means land that:

(A) is owned by this state or a local governmental entity; and

(B) is located adjacent to a bay that is bordered by a municipality to which this section applies.

(2) "Clean and maintain" means the collection and removal of litter and debris and the supervision and elimination of sanitary and safety conditions that would pose a threat to personal health or safety if not removed or otherwise corrected.

(c) Notwithstanding any other provision of this chapter and subject to Subsections (d) and (e), a municipality to which this section applies may use not more than 10 percent of the revenue derived from the tax imposed under this chapter:

(1) for a purpose described by Section 351.105(a)(1) or (2);

(2) to clean and maintain adjacent public land; or

(3) to mitigate coastal erosion on adjacent public land.

(d) A municipality to which this section applies may not

reduce the amount of revenue that it uses for a purpose described by Section 351.101(a)(3) to an amount that is less than the average amount of revenue used by the municipality for that purpose during the 36-month period that precedes the municipality's use of revenue under Subsection (c).

(e) A municipality that uses revenue from the tax imposed under this chapter for a purpose provided by this section must spend the same amount of revenue for the same purpose from a source other than that tax.

Acts 2003, 78th Leg., ch. 699, Sec. 1, eff. Sept. 1, 2003.

Sec. 351.105. ALLOCATION OF REVENUE: ELIGIBLE COASTAL MUNICIPALITIES. (a) An eligible coastal municipality that levies and collects an occupancy tax authorized by this chapter at a rate of seven percent shall pledge a portion of the revenue equal to at least one percent of the cost of a room to either or both of the following purposes:

(1) the payment of the bonds that the municipality or a park board of trustees may issue under Section 1504.002(a), Government Code, or under Chapter 306, Local Government Code, in order to provide all or part of the funds for the establishment, acquisition, purchase, construction, improvement, enlargement, equipment, or repair of public improvements, including parks, civic centers, civic center buildings, auditoriums, exhibition halls, coliseums, marinas, cruise ship terminal facilities, hotels, motels, parking facilities, golf courses, trolley or trolley transportation systems, and other facilities as may be considered advisable in connection with these facilities that serve the purpose of attracting visitors and tourists to the municipality; or

(2) the maintenance, improvement, or operation of the parks, civic centers, civic center buildings, auditoriums, exhibition halls, coliseums, marinas, cruise ship terminal facilities, hotels, motels, parking facilities, golf courses, trolley or trolley transportation systems, and other facilities as may be considered advisable in connection with these facilities that serve the purpose of attracting visitors and tourists to the

municipality.

(b) If the tax authorized by this chapter is imposed by an eligible coastal municipality at a rate of four or more percent of the cost of a room, no lesser amount than the amount of revenue derived from the application of the tax at a rate of three percent of the cost of a room shall be used for the purpose provided by Section 351.101(a)(3).

(c) If the tax authorized by this chapter is imposed by an eligible coastal municipality at a rate of five or more percent of the cost of a room, no lesser amount than the amount of revenue derived from the application of the tax at a rate of one percent shall be used for beach patrol, lifeguard services, marine water safety, and park law enforcement.

(d) If the tax authorized by this chapter is imposed by an eligible coastal municipality at a rate of six or more percent, no lesser amount than the amount of revenue derived from the application of the tax at a rate of one percent of the cost of a room shall be used as matching funds for state funds available to clean and maintain public beaches and for other public beach-cleaning funds.

(e) Money received under Section 156.2511 and used to clean and maintain beaches is included in determining whether the municipality has met the funding obligation prescribed by Subsections (c) and (d), and the municipality may credit that money against the funding requirements prescribed by Subsections (c) and (d).

(f) An eligible coastal municipality and a park board of trustees created by the municipality may:

(1) contract for the park board to use the tax authorized by this chapter as provided by this section; and

(2) without further authorization, use the tax authorized by this chapter as provided by this section, including for the purpose of issuing bonds or entering into other agreements.

(g) The following statutes prevail over any conflicting provision in the charter of an eligible coastal municipality:

(1) this section;

(2) Chapter 306, Local Government Code; and

(3) Subchapter A, Chapter 1504, Government Code.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1993, 73rd Leg., ch. 680, Sec. 6, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 76, Sec. 15.02, eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 454, Sec. 7, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 298, Sec. 1, eff. May 29, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 8.367, eff. Sept. 1, 2001.

Sec. 351.1055. ALLOCATION OF REVENUE: CERTAIN MUNICIPALITIES. (a) In this section:

(1) "Clean and maintain" has the meaning assigned by Section 61.063, Natural Resources Code.

(2) "Public beach" has the meaning assigned by Section 61.001, Natural Resources Code.

(3) "Beach security" means beach patrol, lifeguard services, marine water safety, and park law enforcement.

(4) "Erosion response project" has the meaning assigned by Section 33.601, Natural Resources Code.

(b) Notwithstanding any other provision of this chapter, a home-rule municipality that borders on the Gulf of Mexico and has a population of more than 250,000 may use all or any portion of the revenue derived from the municipal hotel occupancy tax from hotels in an area previously subject to a county hotel occupancy tax and located on an island bordering the Gulf of Mexico to clean and maintain public beaches in the municipality.

(c) Notwithstanding any other provision of this chapter, a municipality that has a population of less than 5,000 adjacent to a home-rule city with a population of less than 80,000 may use all or any portion of the revenue heretofore or hereafter derived from the municipal hotel tax:

(1) to clean and maintain the beaches in the municipality;

(2) to provide beach security within the municipality;

(3) for any of the purposes permitted or allowed by Section 1504.001, Government Code;

(4) for any purpose allowed by Section 351.105; or

(5) to pay the principal of or interest on bonds or

notes issued for any of these purposes.

(d) Notwithstanding any other provision of this chapter and except as provided by Subsection (e), an eligible barrier island coastal municipality shall use at least the amount of revenue derived from the application of the tax at a rate of seven percent of the cost of a room for the purposes authorized under Sections 351.101(a)(1) and (3).

(e) An eligible barrier island coastal municipality that imposes the tax at a rate equal to or greater than 7-1/2 percent of the price paid for a room shall use at least the amount of revenue derived from the application of the tax at a rate of one-half of one percent of the cost of a room for erosion response projects.

Added by Acts 1999, 76th Leg., ch. 1359, Sec. 3, eff. Sept. 1, 1999.

Amended by Acts 2003, 78th Leg., ch. 117, Sec. 1, eff. July 1, 2003;

Acts 2003, 78th Leg., ch. 247, Sec. 1, eff. Sept. 1, 2003.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1271, Sec. 3, eff. June 19, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1271, Sec. 4, eff. June 19, 2009.

Sec. 351.106. ALLOCATION OF REVENUE: POPULOUS MUNICIPALITIES WITH COUNCIL-MANAGER GOVERNMENT. (a) A municipality that has a population of 1.18 million or more and that has adopted a council-manager form of government shall use the amount of revenue from the tax that is derived from the application of the tax at a rate of more than four percent of the cost of a room as follows:

(1) no more than 55 percent to:

(A) constructing, improving, enlarging, equipping, and repairing the municipality's convention center complex; or

(B) pledging payment of revenue bonds and revenue refunding bonds issued under Subchapter A, Chapter 1504, Government Code, for the municipality's convention center complex; and

(2) at least 45 percent for the purposes provided by Section 351.101(a)(3).

(b) Revenue received by a municipality described by Subsection (a) from the application of the tax at a rate of four percent or less may be used as provided by Section 351.101. Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 2, Sec. 14.23(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 597, Sec. 108, eff. Sept. 1, 1991; Acts 2001, 77th Leg., ch. 669, Sec. 123, 124, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1420, Sec. 8.368, eff. Sept. 1, 2001.

Sec. 351.1065. ALLOCATION OF REVENUE: ELIGIBLE CENTRAL MUNICIPALITY. (a) An eligible central municipality shall use the amount of revenue from the tax that is derived from the application of the tax at a rate of more than seven percent of the cost of a room only for:

(1) the construction of an expansion of an existing convention center facility; and

(2) pledging payment of revenue bonds and revenue refunding bonds issued under Subchapter A, Chapter 1504, Government Code, for the construction of the expansion.

(b) Any interest income derived from the application of the tax at a rate of more than seven percent of the cost of a room may be used only for the purposes provided by this section.

(c) An eligible central municipality expending tax revenue under this section shall attempt to include minority-owned businesses in the issuance of at least 32 percent of the total dollar value of the bonds issued, and in at least 32 percent of the total fees paid by the issuer, in connection with the construction. Added by Acts 1993, 73rd Leg., ch. 620, Sec. 3, eff. Aug. 30, 1993. Amended by Acts 2001, 77th Leg., ch. 1420, Sec. 8.369, eff. Sept. 1, 2001.

Sec. 351.107. ALLOCATION OF REVENUE; CERTAIN LARGE COASTAL MUNICIPALITIES. (a) This section applies only to a municipality that borders on the Gulf of Mexico and has a population of more than 250,000.

(b) A municipality to which this section applies shall separately account for all revenue derived from the application of

the tax imposed by this chapter at a rate of more than seven percent of the cost of a room.

(c) Subject to Subsection (e), revenue described by Subsection (b) may be used only for:

(1) acquiring land for a municipally owned convention center;

(2) constructing, improving, enlarging, equipping, repairing, operating, and maintaining a municipally owned convention center; and

(3) paying bonds used to finance activities described by Subdivision (1) or (2).

(d) For the purpose of the allocation of revenue under Section 351.103, revenue described by Subsection (b) is not counted.

(e) Notwithstanding any other provision of this chapter, a municipality to which this section applies may use all or any portion of the revenue derived from the municipal hotel occupancy tax from hotels in an area previously subject to a county hotel occupancy tax and located on an island bordering the Gulf of Mexico to clean and maintain public beaches in the municipality.

(f) In this section:

(1) "Clean and maintain" has the meaning assigned by Section 61.063, Natural Resources Code.

(2) "Public beach" has the meaning assigned by Section 61.001, Natural Resources Code.

Added by Acts 1999, 76th Leg., ch. 825, Sec. 2, eff. June 18, 1999.

Amended by Acts 2003, 78th Leg., ch. 117, Sec. 2, eff. July 1, 2003.

Sec. 351.1076. ALLOCATION OF REVENUE: CERTAIN MUNICIPALITIES. (a) A municipality that spends municipal hotel occupancy tax revenue for the enhancement and upgrading of existing sports facilities or fields as authorized by Section 351.101(a)(7):

(1) shall determine the amount of municipal hotel occupancy tax revenue generated for the municipality by hotel activity attributable to the sports events and tournaments held on the enhanced or upgraded facilities or fields for five years after the date the enhancements and upgrades are completed; and

(2) may not spend hotel occupancy tax revenue for the enhancement and upgrading of the facilities or fields in a total amount that exceeds the amount of area hotel revenue attributable to the enhancements and upgrades.

(b) The municipality shall reimburse from the municipality's general fund any expenditure in excess of the amount of area hotel revenue attributable to the enhancements and upgrades to the municipality's hotel occupancy tax revenue fund.

Added by Acts 2005, 79th Leg., Ch. 1247, Sec. 2, eff. June 18, 2005.

For expiration of this section, see Subsection (f).

Sec. 351.1077. ALLOCATION OF REVENUE FOR THE ARTS FOR CERTAIN MUNICIPALITIES. (a) This section applies only to a municipality that:

(1) has a population of more than 190,000;

(2) is located in a county in which another municipality that has a population of more than one million is predominately located; and

(3) issued bonds before January 1, 2007, for the construction of a municipal arts center payable from and secured by revenue from the tax imposed under this chapter.

(b) Notwithstanding any other provision of this chapter, a municipality to which this section applies may use an amount that is less than or equal to 15 percent of the hotel occupancy tax revenue collected by the municipality for the purposes provided by Section 351.101(a)(4).

(c) Notwithstanding any other provision of this chapter, a municipality to which this section applies may use an amount that is less than or equal to an additional \$1.6 million in hotel occupancy tax revenue collected by the municipality for the purposes provided by Section 351.101(a)(4). The \$1.6 million is in addition to the 15 percent amount allowed by Subsection (b).

(d) A municipality to which this section applies may not reduce the amount of revenue that an arts center that receives funds under Subsection (b) spends for a purpose described by Section 351.101(a)(3) to an amount that is less than the amount of revenue spent by the arts center for those purposes during the fiscal year

of the arts center preceding the effective date of this section. If the municipality reduces the funding of the arts center under Subsection (b), the art center's required funding amount for purposes described by Section 351.101(a)(3) is also reduced by a proportional amount.

(e) An arts center that receives funds under Subsection (b) shall include a website address that contains a link to area hotels and lodging options in the municipality on all materials produced for the purposes of Section 351.101(a)(3).

(f) This section expires September 1, 2022.
Added by Acts 2007, 80th Leg., R.S., Ch. 14, Sec. 1, eff. April 25, 2007.

Sec. 351.108. RECORDS. (a) A municipality shall maintain a record that accurately identifies the receipt and expenditure of all revenue derived from the tax imposed under this chapter.

(b) A municipality or entity that spends revenue derived from the tax imposed under this chapter shall, before making an expenditure, specify in a list each scheduled activity, program, or event that:

(1) is directly funded by the tax or has its administrative costs funded in whole or in part by the tax; and

(2) is directly enhancing and promoting tourism and the convention and hotel industry.

(c) If a municipality delegates to another entity the management or supervision of an activity or event funded by the tax imposed under this chapter, each entity that is ultimately funded by the tax shall, before making an expenditure, specify in a list each scheduled activity, program, or event that:

(1) is directly funded by the tax or has its administrative costs funded in whole or in part by the tax; and

(2) is directly enhancing and promoting tourism and the convention and hotel industry.

(d) The list required in Subsections (b) and (c) should be provided to the office of the city secretary or to the city secretary's designee.

(e) Subsections (b) and (c) do not prevent a municipality or

funded entity from subsequently adding an activity, program, or event to the list required by those subsections if the activity, program, or event is directly enhancing and promoting tourism and the convention and hotel industry.

(f) This section does not prevent a municipality or entity receiving revenue from the tax imposed under this chapter from setting aside tax revenue in a designated reserve fund for use in supporting planned activities, future events, and facility improvements that are directly enhancing and promoting tourism and the convention and hotel industry.

(g) Subsections (b) and (c) do not apply if the funded entity already provides written information to the municipality that indicates which scheduled activities, programs, or events offered by the entity are directly enhancing and promoting tourism and the convention and hotel industry.

(h) Subsections (b) and (c) do not affect the level of local hotel occupancy tax funding that was approved at an election held pursuant to the initiative and referendum provisions of a city charter, and do not prohibit the use of local hotel occupancy tax for the encouragement, promotion, improvement, and application of the arts or for historical restoration and preservation as otherwise provided by this chapter.

Added by Acts 1999, 76th Leg., ch. 495, Sec. 2, eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 1467, Sec. 2.73, eff. Oct. 1, 1999. Renumbered from Sec. 351.107 and amended by Acts 2001, 77th Leg., ch. 636, Sec. 1, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1420, Sec. 21.001(101), eff. Sept. 1, 2001.

Sec. 351.110. ALLOCATION OF REVENUE FOR CERTAIN TRANSPORTATION SYSTEMS. (a) Notwithstanding any other provision of this chapter, a municipality may use the revenue derived from the tax imposed under this chapter for a transportation system to transport tourists from hotels in and near the municipality to:

- (1) the commercial center of the municipality;
- (2) a convention center in the municipality;
- (3) other hotels in or near the municipality; and
- (4) tourist attractions in or near the municipality.

(b) The transportation system that transports tourists as described by Subsection (a) may be:

(1) owned and operated by the municipality; or

(2) privately owned and operated but partially financed by the municipality.

(c) This section does not authorize the use of revenue derived from the tax imposed under this chapter for a transportation system that serves the general public other than for a system that transports tourists as described by Subsection (a).

Added by Acts 2007, 80th Leg., R.S., Ch. 1231, Sec. 1, eff. June 15, 2007.



***City Council Meeting
June 10, 2010
Agenda Item Transmittal***

Agenda Item #: 5
Agenda Title: Consider awarding of bid for Bank Depository Services.
Council Action to be taken: Make award
Initiating Department: Finance Department
Staff Contact: Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to communicate the results of a request for proposals for Bank Depository Services and to consider awarding a contract for such services.

2. DESCRIPTION/ JUSTIFICATION

The City of Taylor entered into a depository contract in 2005 for five years with Citizens National Bank for depository services. The contract expired May 31, 2010.

On April 28th a request for proposals for depository services was advertised. Seven banks requested a proposal packet:

- BBVA Compass Bank
- Citizen's National Bank
- City National Bank
- First Convenience Bank
- First State Bank Central Texas
- IBC Bank
- JP Morgan Chase Bank

It was noted in the proposal that the City will consider proposals only from banks or credit unions doing business within the city limits. All of the above meet this requirement. Of the seven packets sent out, the City received three responses from the following banks:

- Citizen's National Bank
- First State Bank Central Texas
- JP Morgan Chase Bank

Overall, the banks are fairly comparable in most services provided by a financial institution. Citizen's National Bank has been providing excellent service and has met all of the City's banking needs for the past five years. In this proposal, Citizen's National Bank is continuing to offer "no charge" for services provided to the City. Proposals were scored but the award may not necessarily be made to the Institution submitting the lowest price proposal. The City will choose the institution that best satisfies our needs.

3. FINANCIAL/BUDGET

None.

4. TIMELINE CONSIDERATIONS

Immediate consideration.

5. RECOMMENDATION

While Citizen's National Bank submitted the lowest price proposal with "no charge", staff contends that the City has a good working relationship with this institution and they meet our current needs. Staff is recommending authorizing the City Manager to awarding the contract to Citizen's National Bank.

6. REFERENCE FILES

- 5a. Bank Depository and Services Contract and Exhibits
- 5b. Attachment A-Charges for Services by all Proposers
- 5c. Attachment B-Historical Earning Rates by all Proposers

BANK DEPOSITORY AND SERVICES AGREEMENT

This Bank Depository and Services Agreement ("Agreement") is made and entered into this ____ day of _____ 2010 by and between the City of Taylor, Texas ("City") and Citizens National Bank ("Bank"), a chartered bank doing business in the State of Texas.

This Agreement, along with the following exhibits herein attached, represents the entire agreement between the parties and supersedes any prior negotiations, representations or agreements, either written or oral, and all Bank policies, protocol, terms, conditions, or service agreements ("Bank Policies"), to the extent of conflict therewith, including any language to the contrary that may be contained in any of the Exhibits.

- Exhibit A- Collateral Security Agreement;
- Exhibit B- Pledge Agreement Form;
- Exhibit C- Third Party Safekeeping
- Exhibit D- Request for Proposals for Depository Services (April 28, 2010) ("RFP");
- Exhibit E- Proposal for Services by Citizens National Bank
- Exhibit F- Attachment A – Charges for Services-Citizens National Bank
- Exhibit G- Attachment B-Historical Earning Rates- Citizens National Bank

This Agreement may be amended only in writing any by mutual agreement signed by both parties after execution of the Agreement.

SECTION I: DESIGNATION OF DEPOSITORY. The City, through action of its City Council, hereby designate the Bank as its depository for banking services for a five-year period commencing June 10, 2010 through June 9, 2015 unless earlier terminated by ninety (90) days written notice delivered by either parties to the other. In the event the City and Bank shall fail to renew this Agreement on or before June 9, 2015, or otherwise terminate this Agreement on or before June 9, 2015, this Agreement shall continue on a month-to-month basis until terminated by either party.

SECTION II: DESIGNATION OF CUSTODIAN. The City and Bank hereby designate the Citizens National Bank to hold in trust, according to the terms and conditions of the City Request for Proposal dated April 28, 2010, and pursuant to a separate Pledge Agreement, a copy of which is attached as Exhibit A, all securities pledged as depository collateral in such holdings shall be in accordance with City's Investment Policy and the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

Any and all fees from the Custodian associated with the safekeeping of securities pledged to the benefit of City shall be borne by Bank.

SECTION III: COLLATERAL. At all times, the Bank shall pledge as collateral to the City securities, as said securities are defined by The Public Funds Collateral Act, and consistent with the City's Investment Policy, and held in trust by Custodian in an amount equal to or greater than 102% of the total of all City funds held by Bank from day to day during the term of this Agreement, inclusive of interest and in excess of FDIC insurance. The value of the approved securities shall be determined by the City and that determination is final and binding on the Bank. The Custodian shall provide a monthly report of the collateral directly to the City with a full description of the securities.

If at any time the funds deposited exceed the amount of security pledged, the Bank shall immediately pledge additional securities with City. City may require Bank to pledge additional securities at any time the City considers it advisable or necessary for the protection of City, in accordance with the Texas Local Government Code, Chapter 105.051 or Public Funds Collateral Act, Texas Government Code, Chapter 2257.

Such pledged securities shall be subject only to the joint written instructions of both (a) authorized representatives of the City and (b) specially authorized representatives of the Bank. The Bank shall have the right, with prior written consent of the City, to substitute or replace any or all of the pledged securities with collateral acceptable to the City and in accordance with the terms of the Collateral Pledge and Safekeeping Agreement (Exhibit A). Newly pledged collateral shall be received by the Custodian before release of existing collateral by the Custodian. Custodian shall promptly forward to the City original safekeeping or trust receipts covering all collateral pledged. Receipts or reports shall be clearly marked as "Pledged to the City of Taylor, Texas."

The Bank shall have the right to release securities pledged by the Bank in excess of the amount required by this Agreement: provided however, that the securities released must be first approved in writing by the City.

SECTION IV: FINANCIAL POSITION. The Bank shall provide an annual statement of its financial position audited by its independent auditors including a letter as to its "fair representation."

SECTION V: AUTHORIZED SIGNATURES. For the term of this Agreement, the City and the Bank have, through appropriate action of their respective governing boards, designated individuals as authorized to represent and act for the City and the Bank respectively in any and all matters including collateral assignment and substitution, execution of agreements and transfer of funds. All checks drawn upon the city shall be signed by the City Manager and the Finance Director. In the event that the City Manager or Finance Director are not available the Mayor is

authorized to represent and act for the City and the Bank respectively in any and all matters including collateral assignment and substitution, execution of agreements and transfer of funds. The Bank President has designated the Branch Manager/Vice-President, Deborah Parker and Bank Officer Lisa Whisenant. Any change in these authorized representatives shall be in writing.

SECTION VI: INVESTMENTS.

The City may, from time to time invest some or all monies certificates of deposit in the Bank, or other investments as authorized by its Investment Policy as well as the Public Funds Investment Act, Texas Government Code, Chapter 2256. Any Bank Policies which specifically conflict with the City's Investment Policy or Chapter 2256 of the Texas Government Code shall be void and of no effect for purposes of investing City funds. Bank shall at all times adhere to and comply with the City's Investment Policy and Chapter 2256 of the Texas Government Code as may be amended from time to time.

SECTION VII: SCOPE OF SERVICES. The Bank shall execute and perform those duties and services described in this Agreement including the Exhibits attached hereto or incorporated herein.

The Bank shall faithfully perform all of its duties and obligations required by the laws of the state of Texas for public funds depositories and shall, upon presentation, pay all checks legally drawn on it by the duly authorized representatives of the City against collected funds of the City on demand deposits. Upon termination of its designation as depository of City, Bank shall promptly turn over to its successor all funds, property, and things of value coming into its hands as depository of City.

SECTION VIII: BANK COMPENSATION. The Bank shall be compensated for any and all services rendered to the City under this Agreement on a cost per item or monthly charge basis as set forth in the service charges of the Bank's Response (Section IV and V, Optional Services and Bank Compensation, respectfully) or as stipulated in the City's RFP, (Exhibit E). No modifications, increases, or variations from Section IV or V of the RFP shall be permitted.

SECTION IX: TERM. This Agreement shall be effective upon execution by the authorized representatives of City and Bank and shall continue in effect for a period of five (5) year from the date of commencement of services, unless earlier terminated by virtue of the Default provision hereof.

SECTION X: DEFAULT. The Bank shall be in default if it fails to pay all or part of a demand, a matured time deposit, or a matured certificate of deposit, including accrued, but unpaid interest, at a specified maturity date. The Bank shall also be in default if ruled "bankrupt,"

“insolvent” or “failed” by a federal or state banking regulator, or if a receiver is appointed for the Bank.

The Bank shall be in default if it fails to deposit with the Custodian and pledge to the City approved securities having a value equal to or greater than the amount required by this Agreement.

The Bank shall be in default if it fails to perform its duties and responsibilities as a depository bank for the City as required by this Agreement and under the laws of the State of Texas.

The Bank shall have five (5) business days to correct any default declared by the City.

SECTION XI: ASSIGNABILITY. The Bank’s assignment of this Agreement shall be noticed to the City and shall cause this Agreement to be terminable by the City should the successor bank not honor this Agreement or not have a local branch that is easily accessible in the City’s sole opinion.

SECTION XII: GOVERNING LAW AND VENUE. This Agreement shall be deemed and construed to comply with the laws of the state of Texas governing depositories for public funds and applicable federal regulations. Venue for all actions concerning this Agreement shall be in Williamson County, Texas, unless specific federal laws or regulations otherwise require.

EXECUTED on this ____ day of _____ 2010.

CITY OF TAYLOR, TEXAS:

CITIZENS NATIONAL BANK:

Jim Dunaway, City Manager

Johnnie Mikeska, Branch President

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted Hejl, City Attorney

EXHIBIT A

COLLATERAL SECURITY AGREEMENT

This **COLLATERAL SECURITY AGREEMENT** is made and entered into on the date herein written by and between the City of Taylor, Texas hereinafter referred to as "Depositor", and Citizens National Bank, Taylor, Texas, a national banking association, business in the State of Texas, hereinafter referred to as "Bank".

Background

Depositor, through action of its City Council, has designated Bank as depository for funds of the Depositor. During the term of this Collateral Security Agreement, the Depositor will, through appropriate action of its governing Board, designate the officer or officers, who singly or jointly are authorized to represent and act on behalf of the Depositor in any and all matters of every kind arising under the Collateral Security Agreement. Bank's DEPOSITORY AND BANKING SERVICES CONTRACT is incorporated herein for all purposes; however to the extent that any provisions therein conflicts with the provision herein, this Collateral Security Agreement will control. All funds on deposit with Bank to the Credit of the Depositor are required to be secured by collateral as provided for in the state statute Chapter 105 Texas local Government Code; said state law is hereinafter referred to as the "Public Funds law."

To perfect the security interest of the Depositor in the collateral pledged by the Bank, the Federal Reserve Bank of Dallas will hold the Collateral in a custody account for the benefit of the Depositor. The said Federal Reserve Bank is hereinafter referred to as "Trustee".

NOW, THEREFORE, in consideration of the foregoing, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

I. Security Interest

Bank hereby pledges to Depositor, and grants to Depositor a security interest in, those assets owned by Bank and held by Trustee for the benefit of Depositor, in accordance with the terms of this Collateral Security Agreement (hereinafter, the "Collateral"), to secure the deposits held by Bank for Depositor as required by the Public Funds law.

II. Market Value of Collateral

The total of the market value of the collateral securing such deposits will be in an amount at least equal to the amount of such deposits, and reduced to the extent that such deposits are insured by an agency or instrumentality of the United States government.

III. Retention of Collateral

Bank has heretofore or will immediately hereafter deliver to Trustee, collateral of the kind and character permitted by the Public Funds law of sufficient amount and market value to provide adequate collateral for the funds of Depositor deposited with Bank. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by Trustee in trust so long as the depository relationship between Depositor with Bank shall exist hereunder, or any portion thereof, shall have been properly paid out by Bank to Depositor or on its order. Bank shall cause Trustee to accept said collateral and hold the same interest for the purpose herein stated.

IV. Release of Collateral

No collateral will be withdrawn, released or substituted without the prior written consent of the City's Finance Director or the City Manager. The City will release collateral only if it is satisfied that such collateral is not needed as security for the City's deposits.

V. Sale of Collateral

Should Bank fail at any time to pay and satisfy when due, any properly executed check, draft, or voucher lawfully drawn against any deposit, or in case Bank becomes insolvent or fails, it shall be the duty of Trustee, upon demand of Depositor (supported by proper evidence of any of the above-listed circumstances), to surrender the above-described collateral to the Depositor. Depositor may sell all or any part of such collateral and out of the proceeds thereof reimburse itself for all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, accounting to the Bank for the remainder, if any, of said proceeds or Collateral remaining unsold. Any sale of such Collateral, or any part thereof, made by Depositor hereunder may be either at public or private sale; provided, however, it shall give both Depositor and Bank three days notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. Depositor and Bank shall have the right to bid at such sale.

VI. Substitution of Securities

If Bank shall desire to sell or otherwise dispose of any one or more of said securities so deposited with Trustee, it may substitute for any one or more such securities other securities of the same market value and of the character authorized herein. Such right of

substitution shall remain in full force and may be exercised by Bank as often as it is desired; provided, however, that the aggregated market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder. If at any time, the aggregate market value of such Collateral so deposited with Trustee is less than required, Bank shall on the request of the Depositor, deposit with trustee such additional Collateral as may be necessary to cause the market value of such Collateral to equal the sum of all Depositor's deposits less any FDIC insurance coverage then in effect. Depositor shall have the right to reject substituted collateral by the Bank. Bank shall be entitled to income on securities held by Trustee, and Trustee may dispose of such income as directed by Bank without approval of Depositor. Bank shall cause Trustee to promptly forward within three business days to Depositor copies of safekeeping or trust receipts covering all such Collateral held for Bank, including substitute Collateral as provided for herein.

VII. Withdrawal of excess Collateral

If at any time the Collateral in the hands of Trustee shall have a market value in excess of the required amount Bank may request that the Depositor authorize the withdrawal of specified excess amount of collateral and Trustee may deliver this amount of Collateral (and no more) to Bank, taking its receipt therefor, and Trustee shall have no further liability for collateral so redelivered to Bank.

VIII. Term, Renewal and termination

This Contract shall begin on the _____(date) and remain in full force and effect for an initial period of five (5) years unless earlier terminated by ninety (90) days written notice delivered by either parties to the other. Should the contract be extended, the original terms and conditions will apply, plus any approved changes, and either party can terminate the contract if desired upon providing ninety (90) days written notice to the other party. When the relationship of Depositor and Bank shall have ceased to exist between Depositor and Bank, and when the Bank shall have properly paid out all deposits of Depositor, it shall be the duty of Depositor to give Trustee written notice to that effect; whereupon Trustee shall, with the approval of Depositor, redeliver to Bank all Collateral then in their possession belonging to Bank, taking its receipt therefor.

Executed this _____ of _____,2010, undersigned duly authorized officers of parties hereto.

FOR DEPOSITROY BANK:

(Signature)

(Title)

FOR DEPOSITOR:

(Signature)

(Title)

This Collateral Security Agreement was approved by the Board of Directors of the Bank
on_____.

EXHIBIT B
Pledgee Agreement Form

To: Federal Reserve Bank of Boston
PO Box 55882
Boston, MA 02205
Attn: Joint Custody

Tel: 800-327-0147, #1
Fax: 877-973-8972

Date: _____

We, the _____ agree to the terms of **Appendix C** of your *Operating Circular 7*, dated August 19, 2005, as it may be amended from time to time with respect to the account on your books designated _____. (4 digit alpha-numeric account number)

We further agree that you may accept par for par substitutions: securities from the Pledgor as a replacement of, or in substitution for, those securities presently held (please check one):

☐

NO (Instructions required for
each withdrawal)

☐

YES (Standing approval)

provided that the replacement or substitution does not reduce the aggregate par amount of securities held in custody for us.
(See *Operating Circular 7, Appendix C, Section 4.3.*)

We authorize you to use the following call-back procedure for securities transactions pertaining to this account (please check one):

☐

Three-party call-back

☐

Four-party call-back

We certify that the individuals listed below may take authoritative action on our behalf with respect to the account, including a direction to release collateral from the account. You may rely on the authority of these individuals with respect to the account until we otherwise notify you.

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

Pledgee Agreement
(page 2 of 2)

Telephone: _____ Print Name: _____ Title: _____
Fax: _____ Signature: _____ Date: _____

The Undersigned hereby certifies that he/she is the present lawful incumbent of the designated public office.

Pledgee

Name of governmental unit

Street Address or P.O Box Number

City, State, Zip Code

Official Signature/ Date

Printed Name and Title

Notary

State of _____
County of _____

On this ____ day of _____, 200_ before me personally appeared _____, to me personally known or satisfactorily proven, who by me duly sworn, did depose and say that he/she resides at _____, in the City of _____, in the State of _____, that he/she is the _____ [Title] of _____ and that he/she executed this document on behalf of _____ before me.

(Signature of Notary)

(Print name of Notary)

My commission expires on _____ [Date]

EXHIBIT C

Third Party Safekeeping

Original safekeeping receipts from the third party trustee/custodial Financial Institution for all securities pledged to the City pursuant to Depository Agreement will be provided to the City. It is understood and agreed upon that the City will have a first and prior lien upon all securities that are pledged to the City.

1. **Safekeeping Receipts** – In order to collateralize additional City deposits in excess of collateral then pledged to the City, original safekeeping receipt (see above) and the market value of additional securities pledged to City shall be provided to the City within five (5) business days of such additional deposit.
2. **Monthly Reports** – A monthly listing of all securities pledged to City showing complete security description, face value, market value and safekeeping receipt number is required; such listing to be provided no later than five (5) business days following the last day of each month.
3. **Certification and Delivery of Collateral** – In accordance with state law, the Board of Directors of the selected Depository Bank will be required to provide a resolution of certification approving the commitment and delivery of the collateral to the safekeeping institution not later than five (5) days before the commencement of the contract period.

EXHIBIT D
CITY OF TAYLOR, TEXAS
REQUEST FOR PROPOSAL
BANK DEPOSITORY SERVICES

April 28, 2010

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REQUEST FOR PROPOSAL – BANK DEPOSITORY SERVICES

I. INTRODUCTION

The City of Taylor (hereinafter called “City”), is seeking bids from eligible financial institutions (hereinafter called “Bank”), to be the depository bank for the City. The term of the agreement is June 1, 2010 through May 31, 2015.

Through this contract the City intends to minimize banking costs, improve operational efficiency and information flow, and maximize its investment capabilities. The banking services provided should allow the City to conduct business operations effectively and economically. This Request for Proposal (RFP) represents the City's cash management goals, specifies all required qualifications, the banking services required, the estimated activity volumes on all accounts, the method and terms of compensation, submission instructions and contract award provisions. All qualified institutions, as defined below, are invited to submit a proposal.

Institutions responding to this Request for Proposal (RFP) must be insured through the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Administration (NCUA), and must be able to demonstrate a capacity to meet the City's requirements as stated in the RFP.

II. PROPOSER QUALIFICATIONS AND SUBMISSION INSTRUCTIONS

By submitting a proposal in response to this RFP, depositories will be deemed to agree to the mandatory contract and service provisions contained herein. This RFP and the proposal submitted will be incorporated into and form the basis of the bank depository services contract.

1. Banks Requirements

The City will consider proposals only from banks or credit unions doing business within the city limits. However, the City reserves its right to award a contract based upon its determination of the best interests of the City in accordance with the RFP selection criteria.

2. Proposal Format

In order to equitably evaluate each bank's ability to meet the banking service needs of the City, a standard format for all proposals is required.

The proposers must complete Attachment A and B and additional explanatory information may be included as part of a proposal. Only proposals submitted in the prescribed format using the provided Attachments will be considered and evaluated for contract award.

An electronic copy of this RFP, its exhibits and attachments, will be made available upon request. Proposers are solely responsible for any inadvertent alteration to the

RFP, its exhibits and attachments. Submission of the Proposal must be in written form; no electronic or fax submissions are acceptable.

3. Schedule for Proposal Submission

The City will make every effort to adhere to the following schedule.

4/28/10	Release of Request for Proposal
5/5/10	Questions due to City regarding RFP from any proposer
5/10/10	Responses to any questions submitted to be provided to all known proposers
5/14/10	Deadline for proposal submission @ 2:00pm
5/25/10	City Council award of contract
6/1/10	Anticipated Contract commencement

4. Proposal Submission

One (1) original and two (2) complete copies of each proposal shall be submitted by 2:00 pm CST on Friday, May 14, 2010 to the address listed below. **Proposals received after that time will not be accepted or considered. The proposal must be bound and must be submitted in a sealed envelope or packet marked "Proposal for Bank Depository Services."** Electronically and Fax submitted proposals are **NOT** acceptable.

An accompanying transmittal letter must be signed by an individual authorized to bind the institution, state that the proposal is valid for 60 days from the submission date, and give full contact information regarding the proposal.

Proposals must be delivered by mail, express mail, or in person to:

Ms. Rosemarie Dennis	512-352-5997x21 (tel)
Finance Director	512-352-8483 (fax)
City of Taylor	
<u>Rosemarie.dennis@taylortx.gov</u>	
400 Porter Street	
Taylor, Texas 76574	

On the date of submission, proposals will be opened and identified by proposer name. Proposals will **NOT** be read aloud.

Restrictions on Communications with City Staff

All questions, prior to award, must be in writing and directed to Rosemarie Dennis, Finance Director, at the address above. Questions regarding this RFP, or the services requested in it, will be accepted in written (fax or e-mail) form only, at the above City address, on or before 5:00 pm CST, May 5, 2010. Responses to all questions submitted will be communicated in writing (via e-mail or fax) to all known proposers by 5:00 pm CST, Monday, May 10, 2010.

5. No Pre-Proposal Conference

There will be no pre-proposal conference.

6. Selection Criteria

Evaluation of proposal will be made on the basis of the following objectives:

Minimum Requirements

- Ability to meet the legal qualification and terms and conditions specified in the RFP.
- Financial strength and stability of the proposer.
- Completeness of the bid form and submission of the required information.
- Ability to provide sufficient collateral for deposits.

Scoring Requirements

- Time deposit interest rates- 10%
- Cost of Services- 25%
- Experience and success in providing services to similar entities- 15%
- Safety and creditworthiness of bank- 25%
- Service Availability- 25%

Award may not necessarily be made to the Institution submitting the lowest price proposal. The City will choose the institution submitting the most responsive overall proposal to satisfy its needs.

7. City Reservation of Rights

The City reserves the right to:

- waive any defect, irregularity or informality in the proposal or proposal procedures,
- reject any and all proposals,
- accept or reject any proposal or portion thereof in whole or in part,
- request additional information or require a meeting with bank representatives for clarification,
- cancel, revise, and/or reissue this request for proposal,
- negotiate with proposers,
- modify deadlines, and
- select any proposal deemed to be in its best interest as determined by the City.

If any provision of this proposal or resulting contract is deemed invalid, the City reserves the right to retain all other provisions.

8. Proprietary Information

To the extent permitted by law, proposals will be opened in a manner that avoids disclosure of the contents until after award of the contract. Proprietary information contained in the proposal should be designated as such on each page containing the restricted information.

9. Fees and Charges

The City reserves the right to utilize either a fee basis or compensating balance basis (or a combination of each) for payment of services under the contract. The City reserves the right to change the payment methodology during the contract period upon no less than 30 days written notice to the bank with the change commencing the first of the following month. This will enable the City to take advantage of changing interest rate environments.

- Within five (5) business days after receipt of the monthly account analysis and approval of those fees by the City, the bank may direct debit the designated account for fees due.

A complete account analysis will be required monthly regardless of the payment basis.

All item and account charges will remain at the proposal price quoted for the duration of the entire contract period regardless of changes in service volumes during the period. Should new services be required during the contract period not contemplated by this RFP, those services will be provided at fees not more than the bank's then-current published rate.

III. CITY OVERVIEW

The City currently maintains two (2) bank accounts.

- 1. Operating Cash:** This account is the City's general operating account. All of the City's operating revenues and disbursements are transacted through this account. Funds are deposited into this account on a daily basis. Approximately 410 checks per month are disbursed from this account.

- Most bank activity will occur in the Operating Account.
- The Operating account receives most deposits and processes accounts payable.
- Approximately \$2.1 million is processed in payables monthly.

- 2. Payroll:** All City employees are paid from this account. Approximately 153 payroll direct deposit transfers are made from this account on a bi-weekly basis.

- Payroll is handled almost entirely via direct deposit. Disbursement is from the Payroll Account.

- The City has an average payroll of approximately \$165,000 with direct deposit for approximately 153 employees. Payroll is paid bi-weekly. These deposits are made via ACH transfers to 39 different financial institutions. A paperless method for generating these transactions is required.

Service Description	Average Monthly Activity
Items Deposited:	
Deposit Posted	234
ACH Deposits (includes utility draft items)	612
Returned Items (NSF)	11
Stop Payments	1
Wire Transfers: (other than for Controlled Disbursement)	
Average	2
Months of February & August	10
Controlled Disbursement Items-A/P Checks Paid	
<i>Avg Monthly AP Checks Cleared:</i>	354
ACH Withdrawals	
IRS Payroll Tax Remittance-approx. 26 annually	2
Payroll	153
Average Balance (Operating account)	493,876

Deposits are couriered to the bank by armored car service under separate contract. Approximately 5,000 checks are deposited monthly. Finance handles all reconciliation on the accounts and only one set of statements will be required.

Any or all City funds may be maintained and invested by the City outside this contract. All balance decisions will be made by the City. The City will be under no obligation to maintain funds in the bank except under a compensating balance situation.

Primary responsibility for administration of the banking services agreement within the City organization resides with the Finance Director who will monitor the bank’s performance against provisions of the agreement, including the bank’s proposal submitted in the response to this RFP. The Finance Director will be responsible for administering the agreement with respect to day-to-day activities, including deposits and withdrawals, Fedwire, ACH transactions, maintenance of account balances, daily reporting, etc.

A list of City personnel authorized to deal directly with the bank will be provided following award of contract. The bank shall provide the City with a similar list of authorized personnel.

IV. GENERAL STATEMENT OF BANKING SERVICES REQUIRED

The banking services described in this RFP are directed toward three major goals:

- safety of City funds and securities,
- efficient utilization of available banking services, and
- minimization of banking costs for the City.

Collateral

The City requires a depository that is fiscally strong and able to provide the required services on an uninterrupted basis. City funds are public funds and fall under provisions of the Public Funds Collateral Act (Texas Government Code Chapter 2257) and are further restricted by the City's Investment Policy (see Exhibit II). If funds are, for any reason not swept, all time and demand funds above FDIC insurance coverage must be collateralized to 102% with securities authorized by the City. Authorized collateral will include only:

- Obligations of the U.S. Government, its agencies and instrumentalities,
- Direct obligations of the State of Texas or its agencies and instrumentalities,
- Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States,
- Obligations of states, agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized rating firm not less than "A" or its equivalent with a remaining maturity of ten (10) years or less,
- A surety bond issued by an insurance company rated as to investment quality by a nationally recognized rating firm not less than "A", or
- A letter of credit issued to the City by the Federal Home Loan Bank.

All securities pledged to the City will be held by an independent third party institution outside the bank's holding company. The City, the bank and the custodian will execute a tri-party collateral/depository contract (unless the custodian is the Federal Reserve) under the terms of FIRREA (the Financial Institutions Resource and Recovery Enforcement Act) requiring a resolution of the Bank Board or Loan Committee. The Finance Director is responsible for entering into collateralization agreements with third party custodians in compliance with the City's Investment Policy. The pledging bank will be contractually liable for securing and reporting the monthly market value of securities and for continuous monitoring and maintenance of required margin levels. The custodian will provide a monthly listing and valuation report directly to the City on the collateral pledged including security descriptions and

market value. Preferably the custodian will provide the direct reporting and pricing on securities pledged.

The depository will be required to agree to all collateral requirements of this RFP.

V. FINANCIAL INSTITUTION QUALIFICATIONS

To be considered the proposal must include a complete response to each question in Section V.

1. In order to fulfill the City's fiduciary responsibility to protect public funds, each bank submitting a proposal shall provide:
 - a. an audited annual financial statement for the most recent fiscal period,
 - b. the bank's current CRA rating (noting the specific rating agency), and
 - c. a statement regarding any recent or foreseen merger or acquisition.
2. Describe the bank's philosophy and approach to satisfying the City's banking and customer service requirements.
 - a. What, if anything, is distinctive about the bank's approach to customer service?
 - b. What is distinctive about the bank's approach to its uses of automation?
 - c. Is the bank offering any transition incentive?
3. List references from at least three of the bank's current, comparable to public organization clients. Include the length of time under contract, a client contact, title, and telephone number.
4. Provide samples of reports, such as monthly analysis statement, bank statement, and collateral report.
5. The bank awarded the contract will be required to provide a proposed timeline for implementation to the Finance Director of the contract including the timeline on specific activities and direct responsibilities of the City and the Bank during implementation. The timeline should contain sufficient time for any customization and training necessary on automated systems in particular.
6. The bank awarded the contract will be required to review the City's then-current Investment Policy and certify in writing to that review in accordance with the Texas Public Funds Investment Act certifying that the bank has sufficient controls in place to avoid transactions not authorized by the Policy. Provide agreement to this condition.

VI. REQUIRED BANKING SERVICES

To be considered, the proposal must include a response to each of the questions in Section VI and all associated fees must be detailed on Attachment A. All fees for all services anticipated must be detailed on the Attachment. Add any level of detail necessary for complete explanations.

1. Automated Cash Management Information Access

The City requires automated cash management information to support its services and daily balance reporting for timely access to balance information and transactions. Flexibility will be key to the usage. Minimum automated services shall include:

- prior and intra-day day summary and detail balance reporting on accounts payable and operating accounts,
- initiation and monitoring of stop pays,
- next day online check images,
- initiation and monitoring of account transfers, and
- initiation and monitoring of internal and wire transfers.

Preferably, monthly statements and account analyses will be available on-line. Prior and intra-day day balance reporting shall include:

- detail on all transactions including wire and ACH trailer information,
 - summary account reporting with prior day closing ledger and collected (available) balances, and
 - one-day float.
- a. Fully describe the bank's on-line service capabilities and whether service is to be a direct link or web-based. List the system capabilities (i.e. balance reporting, wires, stop pay, etc.).
 - b. Describe back-up provisions and procedures to the automated system. What is the bank's back-up process to provide balance reporting and transactions in case of system non-availability. Describe provisions for off-site backup and continuation of services under acts of God or terrorist threats.
 - c. Are on-line service charges bundled or are separate modules charged independently? Describe.
 - d. State the access times and update times for daily information for balances, detail, wires, and transfers,
 - e. Does the basic system provide full trailer information on wires and ACH for identification purposes? Is this information available on a separate module?
 - f. Submit samples of major screens and reports available. Provide a website (and sign-on information if required) for an on-line review of the system, if available.
 - g. Specify any City hardware, software or telecommunications requirements for access.
 - h. How many hours has the system been down in the last six months?

- i. Is the system a proprietary system or provided by a third-party?

2. Standard Deposit Services

Standard commercial deposit services are required for all accounts. Deposits are currently made by armored car and will consist of checks, coin and currency. Checks will not be encoded.

The City requires same bank day credit on all cash (coin and currency) deposits and on-us checks.

The City currently allows its utility system customers to authorize the City to draft funds for payment of their monthly utility bills. Continuation of this service will be a requirement in the contract.

- **Utility Customer Drafts:** At present, 462 customers utilize bank drafts for payment of their City utility services. These drafts are made on a weekly basis (approximately 7 accounts on the 1st, 76 on the 3rd, 59 on the 10th, 154 on the 20th, and 166 on the 27th of each month). The drafts are made via ACH transfers from 98 different financial institutions. A paperless method for generating these transactions is required.

The City accepts credit and debit cards over the telephone, in person and on-line. The City uses ETS for merchant card services payment processing.

All cleared deposits received by the bank's established deadline must be processed for same day credit. The bank shall guarantee immediate credit on all incoming wire transfers, US Treasury checks, ACH transactions, on-us items, and U.S. government security maturities and coupon payments.

The City expects all deposited checks to clear based on the bank's current published FRB availability schedule, but, any expedited availability options should be noted in the proposal. **Failure to credit City accounts in a timely fashion will require interest payment reimbursement to the City at the then current daily Fed Funds rate.**

- a. What is the bank's daily cut-off time to assure same day ledger, and, pending availability, collected credit? Will this vary by bank location (lobby, teller, vault)?
- b. When are credit/debit advices sent to the City? On-line or in paper form?
- c. When are online check images available?
- d. What type deposit bags are used?
- e. Are deposits identified by location and date? Where? What access is there to this information in reporting?
- f. Are dual verification security measures used on receipt of deposits? (Teller and vault processing.)
- g. State the bank's **Availability Policy** if it differs from the published **Availability Schedule**. State any exceptions to same day availability outside bank's published availability schedule.

- h. Does the bank offer expedited availability? Explain. Are any deposits or credits delayed for any reason?
- i. If provisional credit is given on deposit before verification, when does verification occur?
- j. Include a list of all the bank's deposit and vault locations.

3. Returns and Chargeback's

Unless directed otherwise, the Bank will automatically re-deposit return items a second time. Items returned a second time will be charged to the City's operating cash account and returned promptly to the City's Finance Department.

4. Standard Disbursing Services

Standard disbursing services for all accounts are required to include the payment of all City checks without charge upon presentation. The City prints check format and information simultaneously with an automated signature. An average of 410 A/P checks are written per month with a monthly average of \$ 2.1 million.

- a. What constitutes a standard check signature for the bank?
- b. Are there any fees for special signature requirements such as dual signatures?
- c. Does the bank offer extended storage for checks? What time periods?
- d. Does the bank image all checks or return checks?
- e. Is there a cost for the return of checks?
- f. Will the bank cash free of charge all on-us checks for City employees?

5. Funds Transfer and Wire Services

Incoming wire transfers must receive immediate same day collected credit. Wire initiation and monitoring should be available on-line. The City will require compensation for delays caused by bank errors at that day's Fed Funds rate.

- a. Are there additional fees for initiation of wires by phone?
- b. Is any paper transaction required on wire/transfer on-line transactions?
- c. How will the bank notify the City of incoming wires? When? Is there a specific notification mechanism?
- d. Include a description of security provisions, PIN requirements, and back-up systems for wires.
- e. What secondary or tertiary authorization features are available on line? Is dual authorization required?
- f. Is future dating of wires available? How far in advance?
- g. State wire access times, posting times, and cut-offs.

6. Optical Imaging

- a. Is optical imaging currently available? On-line? On CD?
- b. What is the process for retrieving the images on-line? Are security sign-on provisions in place?
- c. When is the CD available monthly?
- d. What items are captured on line (checks, statements, deposit slips, deposited items, etc.)? On the CD? List all contents on the CD.
- e. Describe your on-line retrieval capabilities. Which images are available on-line?
- f. When and how long are images retained on line? Does the bank provide optional extended availability? Is there an additional charge for extended on line availability?
- g. Describe any City software or hardware requirements.

7. ACH Services

ACH services are required.

- a. Is the ACH service fully available on-line as well as file transmission? Is the City able to initiate individual ACH transactions on line?
- b. What filters and blocks are available on the ACH transactions?
- c. Are ACH addenda shown in their entirety on-line and on reports?
- d. State data transfer alternatives, requirements and limitations (transmission, web, or tape).
- e. State the availability policy for debit and credit ACH transactions.
- f. Does the bank routinely pre-note? Is the pre-note charged as a standard ACH transaction? If not, how is it charged?
- g. Are there any specific ACH reports on paper or on-line? If so, please describe.
- h. What is the deadline for transmission for a payroll to credit employee accounts on Friday?

8. Collateral Requirements

Authorized collateral shall be pledged against the total time and demand deposits net of FDIC insurance with a 102% margin on the collateral maintained at all times by the bank. Requirements beyond the Public Funds Collateral Act must be met.

The proposal must state agreement to the following terms and conditions.

- All collateral pledged to the City must be held in an independent, third party bank outside the bank's holding company.
- A tri-party safekeeping agreement shall be executed between the City, the depository, and the safekeeping bank for custody of pledged securities in full compliance with FIRREA requiring a bank resolution. (Or completion of Circular 7 if the Federal Reserve is acting as custodian.)

- All time and demand deposits will be collateralized at a minimum of 102% of principal plus accrued interest at all times, net of FDIC insurance.
 - The bank will be contractually liable for the continuous monitoring and maintaining of collateral at the City's required margin levels.
 - Pledged collateral will be evidenced by original safekeeping receipts/report sent directly to the City by the custodian within one business day.
 - The City shall receive a monthly report of collateral pledged including description, par, market value and CUSIP.
 - Any substitutions of the securities pledged or reductions in the total amount pledged shall be made only by and with the proper written authorization, approved by the City Manager or his/her designee.
 - Authorized collateral shall comply with the City's then-current Investment Policy.
 - All collateral shall be subject to inspection and audit by the Finance Director, his/her designee, or the City's independent auditors.
- a. State the bank's acceptance of the collateral conditions above.
 - b. Does the bank propose any online safekeeping arrangements? If so, describe fully and attach the agreement used.
 - c. Does the bank propose any collateral charges, if so how is the charge applied? (Note charges incurred as a result of the conditions, such as security type restrictions, on Attachment A as well.)
 - d. Provide the bank's standard collateral agreement for review.

REPURCHASE AGREEMENTS ARE NOT ACCEPTABLE AS COLLATERAL TO THE CITY.

9. Account Analysis

Monthly account analysis reports must be provided for each account and on a consolidated account basis by the tenth of the succeeding month. Within five (5) business days after receipt of the monthly account analysis and approval of those fees by the City, the bank may direct debit the designated account for fees due.

A complete account analysis will be required monthly regardless of the payment basis.

- a. Provide a sample account analysis including calculation bases.
- b. State when the analysis will be available each month.
- c. Describe the ability of the bank to provide account analysis reports on-line. If on-line, how long are they accessible?

10. Monthly Statements

The bank must provide monthly account statements on all accounts with complete supporting documentation. All accounts must be on a calendar monthly cycle and statements received by the tenth of the succeeding month. Timeliness of statements is critical and non-performance will be grounds for termination of contract.

At a minimum, the following information will be required:

- detail on all debit and credit transactions by account,
 - all cleared checks,
 - full wire and ACH detail and trailer information,
 - all deposits,
 - balance, and
 - copies of all transactions performed by bank personnel.
- a. Describe the statements and provide a sample.
 - b. Describe the ability of the bank to provide reports on-line and/or imaged.
 - c. When are on-line or optically imaged reports available? If on-line, how long are they accessible? Are statements on the monthly CD?

11. Account Executive

To insure smooth contract implementation and continuation of services, a specific local account executive and a back-up must be assigned to the City account to coordinate services and expedite the solution of any problem encountered. The account executive should be available to meet with City staff on banking matters as needed and at a minimum semi-annually.

- a. Provide the name and title of the proposed account executive with a short bio.
- b. Provide the name and title of the backup representative.

12. Overdrafts

Every effort will be made to eliminate intra-day and inter-day overdrafts. However, should this situation arise, state the bank's policy regarding account and total account overdraft policy and detail rates and fees, if any, to be charged on a per event or per account basis.

- a. Are all accounts aggregated for overdraft calculation purposes or do accounts stand-alone?
- b. State the rate basis for intra-day and inter-day overdrafts.

13. Stop Payments

The City rarely has stop pays. An automated stop pay process is desired.

- a. How long do stop pays remain in effect?
- b. What options are available for extended stop pay periods?
- c. What is the deadline for same day action on stop pays?
- d. Can stop pay orders be initiated on-line? Is a paper follow-up document required?

- e. Will the teller and clearing systems verify the check status before accepting the stop pay?
- f. Provide the stop pay authorization levels and notification requirements.
- g. What information on current and expiring stop pays is available on-line? When?

VII. ALTERNATIVE SERVICES

Responding financial institutions are encouraged to indicate any reservations or exceptions to the RFP and submit alternative approaches. Such reservations or exceptions should be clearly noted in the proposal.

VIII. BANK COMPENSATION

The City will take into account all costs and earnings potential as part of the evaluation of each proposal. It is critical that the Attachments A and B be completed in their entirety.

Attachment A has been provided for the detailing of all fees. If the Attachment does not detail line item fees required for a particular service, the fee description and cost per identified unit should be added to the Attachment and identified by the applicable AFP code, if possible. Bundled fees should be clearly delineated especially regarding on-line services to assure accurate evaluation. Space has been provided for any necessary explanation on costs.

The City reserves the right to utilize either a direct fee basis or a compensating balance basis (or a combination of each) for payment of services under the contract. The City reserves the right to change the fee methodology during the contract period upon no less than 30 days written notice to the bank with the change commencing the beginning of the following month. This will enable the City to take advantage of changing interest rate environments.

- Regardless of the payment methodology a monthly account analysis will be required.

Any cost (bundled or unbundled) not included on Attachment A will not be paid under this agreement, with the exception of costs related to new or optional services negotiated subsequent to the initial agreement.

This is a five (5) year service agreement. Fees and service charges included in the successful proposal shall remain in effect for the initial five-year period; however any Federal Reserve service charge increase may be passed through to the City upon 30-day written notice. Should new services be required during the contract period not contemplated by this RFP, those services will be provided at fees not more than the bank's then-current published rate.

Exhibit I:

GENERAL CONTRACT TERMS AND CONDITIONS

Any contract entered into as a result of this Request for Proposal will contain the following standard terms and conditions in addition to those incorporated into the Request for Proposal.

1.0 Applicability

The Request for Proposal, the Proposer's Response to the Request for Proposal, and these terms and conditions are applicable to and shall form a part of any contract executed.

2.0 Term of Contract and Option to Renew

This contract shall have a term of five (5) years.

3.0 Terms of Payment

Payment for services in connection with this contract shall be made on either a compensating balance or fee basis dependent on the then-current choice of the City. If the City chooses to utilize a fee basis, the fee should be stated on the monthly account analysis. The City has five (5) days to review the charges. If the City makes no changes or objections to the charges after this period the fees may be made as an account analysis debit to the indicated account.

4.0 Extra-Contractual Services

Additional or new services may be added during the contract period; provided, however, that any such services shall be charged at not more than the then current published fee schedule of the bank, or upon rates and charges, to be negotiated between the City and Bank.

5.0 Laws, Statutes, and Other Governmental Requirements

5.1 The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed.

5.2 The contractor shall pay any sales, use, personal property and other taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto, shall be the responsibility of the contractor.

6.0 Taxes

The City is exempt from all federal excise, state, and local taxes unless otherwise stated in this document.

7.0 Indemnification

The contractor shall save and hold harmless and indemnify City against any and all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, resulting in whole or in part from the negligent acts or omissions of the contractor. Contractor hereby assumes full responsibility for the character, acts and conduct of all persons employed by contractor.

This clause shall survive the cancellation of any Request for Proposal, the award of a contract to the contractor as result of such Request for Proposal, and the termination of any such contract, until the period for which the contractor is determined to be liable in accordance with local, state or federal statutes or regulations.

8.0 Contract Not a Guarantee of Purchase

This contract is not a guarantee of purchase. Purchases shall be made subject to fund availability, budgetary concerns, and other matters affecting, or which may affect, the procurement of services hereunder.

9.0 Non-Appropriation

This contract shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. In the event that funds are not appropriated, the contractor shall not prohibit or otherwise limit the City's right to pursue and contract for alternative solutions and/or remedies as deemed necessary by the City for the conduct of its affairs.

10.0 Bankruptcy

In the event that a voluntary petition is file by the contractor under the bankruptcy laws of the United States or a default occurs on any action required by the bank under this contract, or if an involuntary petition is filed against the contractor and is not discharged within a reasonable period of time, or if the contractor makes a general assignment for the benefit of creditors, the City may terminate this contract and utilize the conditions of the collateral/depository agreement to place a primary lien on all collateral pledged.

11.0 Attorney's Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, the contractor agrees to pay all expenses of such action, including attorneys' fees and costs at all stages of litigation.

12.0 Termination

12.1 Termination for Default

The City, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions of this contract. In case of default, the City reserves the right to purchase any or all items or services on the open market, charging the contractor with any excess cost. Should such charges be assessed, no subsequent proposals of the defaulting contractor shall be considered until the assessed charge has been satisfied. In such event, the contractor shall be liable for damages including the excess cost of re-procuring similar items provided that if (1) it is determined for any reason that the contractor was not in default, or (2) failure to perform was beyond contractor's control, fault or negligence, the termination shall be considered a termination for convenience.

12.2 Termination for Convenience

Either party may terminate this contract by providing the other party with a thirty (30) day written notice. In the event of such termination by the City, the City shall be liable for the payment of all approved work performed prior to the termination. In the event of such termination by the contractor, the contractor shall either perform all approved work or shall reimburse the City for payments already made to the contractor by the City; such reimbursement shall be acceptable to the City and shall be made within thirty (30) days of contractor's notice to terminate.

13.0 Severability

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and specifications as though the invalid portion had been omitted.

14.0 Assignment

This contract nor any duties or obligations herein shall be assignable without the prior written approval of the City.

15.0 Contract Changes

No modification or change of any provision in the resulting contract shall be made, unless such modification is mutually agreed to in writing by the

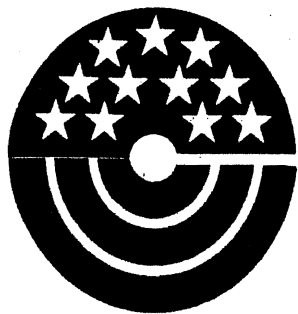
contractor and the City and incorporated as a written amendment to the contract. Memoranda of understanding and correspondence shall not be interpreted as amendments to the contract.

16.0 Governing Law

All contracts shall be governed by and all dispute between the parties construed under the laws of the State of Texas. Any actions or remedies pursued by either party shall be pursued in the state and federal courts of Williamson County, Texas.

17.0 Entire Agreement

This contract and all terms and conditions of service for individual services hereunder contains the entire agreement between the parties hereto. All prior negotiations or representations, whether written or verbal, not incorporated herein are superseded. No changes in or additions to this contract will be recognized unless made in writing and signed by both parties.



CITIZENS NATIONAL BANK

May 7, 2010

Ms. Rosemarie Dennis
Finance Director
City of Taylor
400 Porter Street
Taylor, Texas 76574

Dear Ms. Dennis:

Thank you for your request for bid proposal for deposit relationship with the City of Taylor. Our bank is a 110-year old institution with extensive experience in public funds.

Our proposal is a simple one, and may be summarized quickly. We propose to pay interest on all of your deposits at a floating rate equal to the 13-week Treasury Bill, adjusted monthly.

We will not charge any fees for any service; hence an account analysis statement is not necessary. The only charges to the city would be for the purchase of checks and deposit slips if you wish to purchase them from us.

We offer complete on-line banking services and direct deposit for your employees at no charge, which you are currently using. Our bank is very strong financially and can maintain pledged securities in any amount that you require.

Contact Information:

Citizens National Bank

316 North Main

Taylor, Texas 76574

352-7641

Johnnie Mikeska, Branch President

Deborah Parker, Branch Manager

This bid is valid for a period of 60 days subsequent to May 14, 2010.

Sincerely,


Johnnie Mikeska
Branch President

316 North Main • Taylor, Texas 76574
Phone: (512) 352-7641 • Fax: (512) 352-7171

market value. Preferably the custodian will provide the direct reporting and pricing on securities pledged.

The depository will be required to agree to all collateral requirements of this RFP.

V. FINANCIAL INSTITUTION QUALIFICATIONS

To be considered the proposal must include a complete response to each question in Section V.

1. In order to fulfill the City's fiduciary responsibility to protect public funds, each bank submitting a proposal shall provide:
 - a. an audited annual financial statement for the most recent fiscal period, **Attachment "A"**
 - b. the bank's current CRA rating (noting the specific rating agency), and **Attachment "B"**
 - c. a statement regarding any recent or foreseen merger or acquisition. **None**

2. Describe the bank's philosophy and approach to satisfying the City's banking and customer service requirements. **Attachment "C"**
 - a. What, if anything, is distinctive about the bank's approach to customer service?
 - b. What is distinctive about the bank's approach to its uses of automation?
 - c. Is the bank offering any transition incentive? **No need for transition all accounts will continue as set up**

3. List references from at least three of the bank's current, comparable to public organization clients. Include the length of time under contract, a client contact, title, and telephone number. **Attachment "D"**

4. Provide samples of reports, such as monthly analysis statement, bank statement, and collateral report. **Attachment "E"**

5. The bank awarded the contract will be required to provide a proposed timeline for implementation to the Finance Director of the contract including the timeline on specific activities and direct responsibilities of the City and the Bank during implementation. The timeline should contain sufficient time for any customization and training necessary on automated systems in particular.
No interruption of service. All accounts and services will continue as before.

6. The bank awarded the contract will be required to review the City's then-current Investment Policy and certify in writing to that review in accordance with the Texas Public Funds Investment Act certifying that the bank has sufficient controls in place to avoid transactions not authorized by the Policy. Provide agreement to this condition.

Will review and certify if bid is awarded.

VI. REQUIRED BANKING SERVICES

To be considered, the proposal must include a response to each of the questions in Section VI and all associated fees must be detailed on Attachment A. All fees for all services anticipated must be detailed on the Attachment. Add any level of detail necessary for complete explanations.

1. Automated Cash Management Information Access

The City requires automated cash management information to support its services and daily balance reporting for timely access to balance information and transactions. Flexibility will be key to the usage. Minimum automated services shall include:

- prior and intra-day day summary and detail balance reporting on accounts payable and operating accounts,
- initiation and monitoring of stop pays,
- next day online check images,
- initiation and monitoring of account transfers, and
- initiation and monitoring of internal and wire transfers.

Preferably, monthly statements and account analyses will be available on-line. Prior and intra-day day balance reporting shall include:

- detail on all transactions including wire and ACH trailer information,
- summary account reporting with prior day closing ledger and collected (available) balances, and
- one-day float.

Attachment "F"

- a. Fully describe the bank's on-line service capabilities and whether service is to be a direct link or web-based. List the system capabilities (i.e. balance reporting, wires, stop pay, etc.).
- b. Describe back-up provisions and procedures to the automated system. What is the bank's back-up process to provide balance reporting and transactions in case of system non-availability. Describe provisions for off-site backup and continuation of services under acts of God or terrorist threats.
- c. Are on-line service charges bundled or are separate modules charged independently? Describe.
- d. State the access times and update times for daily information for balances, detail, wires, and transfers,
- e. Does the basic system provide full trailer information on wires and ACH for identification purposes? Is this information available on a separate module?
- f. Submit samples of major screens and reports available. Provide a website (and sign-on information if required) for an on-line review of the system, if available.
- g. Specify any City hardware, software or telecommunications requirements for access.
- h. How many hours has the system been down in the last six months?

- i. Is the system a proprietary system or provided by a third-party?

2. Standard Deposit Services

Standard commercial deposit services are required for all accounts. Deposits are currently made by armored car and will consist of checks, coin and currency. Checks will not be encoded.

The City requires same bank day credit on all cash (coin and currency) deposits and on-us checks.

The City currently allows its utility system customers to authorize the City to draft funds for payment of their monthly utility bills. Continuation of this service will be a requirement in the contract.

- **Utility Customer Drafts:** At present, 462 customers utilize bank drafts for payment of their City utility services. These drafts are made on a weekly basis (approximately 7 accounts on the 1st, 76 on the 3rd, 59 on the 10th, 154 on the 20th, and 166 on the 27th of each month). The drafts are made via ACH transfers from 98 different financial institutions. A paperless method for generating these transactions is required.

The City accepts credit and debit cards over the telephone, in person and on-line. The City uses ETS for merchant card services payment processing.

All cleared deposits received by the bank's established deadline must be processed for same day credit. The bank shall guarantee immediate credit on all incoming wire transfers, US Treasury checks, ACH transactions, on-us items, and U.S. government security maturities and coupon payments.

The City expects all deposited checks to clear based on the bank's current published FRB availability schedule, but, any expedited availability options should be noted in the proposal. **Failure to credit City accounts in a timely fashion will require interest payment reimbursement to the City at the then current daily Fed Funds rate.**

- a. What is the bank's daily cut-off time to assure same day ledger, and, pending availability, collected credit? Will this vary by bank location (lobby, teller, vault)? **3:00 PM**
- b. When are credit/debit advices sent to the City? On-line or in paper form? **Mail/Next day**
- c. When are online check images available? **Next day**
- d. What type deposit bags are used? **Plastic, Zipper or Lock bags**
- e. Are deposits identified by location and date? Where? What access is there to this information in reporting? **~~There will be a teller stamp on the front*~~**
- f. Are dual verification security measures used on receipt of deposits? (Teller and vault processing.) **Yes**
- g. State the bank's **Availability Policy** if it differs from the published **Availability Schedule**. State any exceptions to same day availability outside bank's published availability schedule. **Attachement "G"**

City of Taylor ***which will identify the teller and date. The original will**
Banking Services RFP **also have a teller machine verification on the back with**
the same identifying information.

- h. Does the bank offer expedited availability? Explain. Are any deposits or credits delayed for any reason? **All deposits are given immediate credit.**
- i. If provisional credit is given on deposit before verification, when does verification occur? **All deposits are credited the day received if before 3:00 PM.**
- j. Include a list of all the bank's deposit and vault locations. **Attachment "H"**

3. Returns and Chargeback's

Unless directed otherwise, the Bank will automatically re-deposit return items a second time. Items returned a second time will be charged to the City's operating cash account and returned promptly to the City's Finance Department. **Yes**

4. Standard Disbursing Services

Standard disbursing services for all accounts are required to include the payment of all City checks without charge upon presentation. The City prints check format and information simultaneously with an automated signature. An average of 410 A/P checks are written per month with a monthly average of \$ 2.1 million.

- a. What constitutes a standard check signature for the bank? **The Signature Card.**
- b. Are there any fees for special signature requirements such as dual signatures? **We do not monitor dual signature requirements.**
- c. Does the bank offer extended storage for checks? What time periods? **No**
- d. Does the bank image all checks or return checks? **Image**
- e. Is there a cost for the return of checks? **Not offered**
- f. Will the bank cash free of charge all on-us checks for City employees? **Yes**

5. Funds Transfer and Wire Services

Incoming wire transfers must receive immediate same day collected credit. Wire initiation and monitoring should be available on-line. The City will require compensation for delays caused by bank errors at that day's Fed Funds rate.

- a. Are there additional fees for initiation of wires by phone? **Not offered**
- b. Is any paper transaction required on wire/transfer on-line transactions? **No**
- c. How will the bank notify the City of incoming wires? When? Is there a specific notification mechanism? **Depositors choice**
- d. Include a description of security provisions, PIN requirements, and back-up systems for wires. **Attachment "I"**
- e. What secondary or tertiary authorization features are available on line? Is dual authorization required? **Attachment "I"**
- f. Is future dating of wires available? How far in advance? **Attachment "I"**
- g. State wire access times, posting times, and cut-offs. **2:00 PM**

6. Optical Imaging

- a. Is optical imaging currently available? On-line? On CD? **Yes, Online**
- b. What is the process for retrieving the images on-line? Are security sign-on provisions in place? **Same as you are currently using**
- c. When is the CD available monthly? **N/A**
- d. What items are captured on line (checks, statements, deposit slips, deposited items, etc.)? On the CD? List all contents on the CD. **All of the above**
- e. Describe your on-line retrieval capabilities. Which images are available on-line? **Checks, deposits, statements**
- f. When and how long are images retained on line? Does the bank provide optional extended availability? Is there an additional charge for extended on line availability? **60 days, Statements with images are available for 18 months.**
- g. Describe any City software or hardware requirements. **Internet access**

7. ACH Services

ACH services are required.

- a. Is the ACH service fully available on-line as well as file transmission? Is the City able to initiate individual ACH transactions on line? **Yes, in Cash Management**
- b. What filters and blocks are available on the ACH transactions? **International are block**
- c. Are ACH addenda shown in their entirety on-line and on reports? **Not online/may require**
- d. State data transfer alternatives, requirements and limitations (transmission, web, or tape). **Via Cash Management (if down, by flash drive or CD)**
- e. State the availability policy for debit and credit ACH transactions. **Business settlement day**
- f. Does the bank routinely pre-note? Is the pre-note charged as a standard ACH transaction? If not, how is it charged? **No charge**
- g. Are there any specific ACH reports on paper or on-line? If so, please describe. **Not online**
- h. What is the deadline for transmission for a payroll to credit employee accounts on Friday? **1 day prior transmission is required for payroll. For a payroll on Friday, file would need to be transmitted by 3 pm on Thursday.**

8. Collateral Requirements

Authorized collateral shall be pledged against the total time and demand deposits net of FDIC insurance with a 102% margin on the collateral maintained at all times by the bank. Requirements beyond the Public Funds Collateral Act must be met.

The proposal must state agreement to the following terms and conditions.

- All collateral pledged to the City must be held in an independent, third party bank outside the bank's holding company.
- A tri-party safekeeping agreement shall be executed between the City, the depository, and the safekeeping bank for custody of pledged securities in full compliance with FIRREA requiring a bank resolution. (Or completion of Circular 7 if the Federal Reserve is acting as custodian.)

- All time and demand deposits will be collateralized at a minimum of 102% of principal plus accrued interest at all times, net of FDIC insurance.
- The bank will be contractually liable for the continuous monitoring and maintaining of collateral at the City's required margin levels.
- Pledged collateral will be evidenced by original safekeeping receipts/report sent directly to the City by the custodian within one business day.
- The City shall receive a monthly report of collateral pledged including description, par, market value and CUSIP.
- Any substitutions of the securities pledged or reductions in the total amount pledged shall be made only by and with the proper written authorization, approved by the City Manager or his/her designee.
- Authorized collateral shall comply with the City's then-current Investment Policy.
- All collateral shall be subject to inspection and audit by the Finance Director, his/her designee, or the City's independent auditors.

Citizens National Bank will use pledged securities at the Federal Reserve Bank for collateralization of City funds.

- a. State the bank's acceptance of the collateral conditions above. **Yes**
- b. Does the bank propose any online safekeeping arrangements? If so, describe fully and attach the agreement used. **Attachment "J"**
- c. Does the bank propose any collateral charges, if so how is the charge applied? (Note charges incurred as a result of the conditions, such as security type restrictions, on Attachment A as well.) **N/A**
- d. Provide the bank's standard collateral agreement for review. **Attachment "J"**

REPURCHASE AGREEMENTS ARE NOT ACCEPTABLE AS COLLATERAL TO THE CITY.

9. Account Analysis

Monthly account analysis reports must be provided for each account and on a consolidated account basis by the tenth of the succeeding month. Within five (5) business days after receipt of the monthly account analysis and approval of those fees by the City, the bank may direct debit the designated account for fees due.

A complete account analysis will be required monthly regardless of the payment basis. **N/A**

- a. Provide a sample account analysis including calculation bases.
- b. State when the analysis will be available each month.
- c. Describe the ability of the bank to provide account analysis reports on-line. If on-line, how long are they accessible?

Accounts will not be on analysis because there is no charge for services.

10. Monthly Statements

The bank must provide monthly account statements on all accounts with complete supporting documentation. All accounts must be on a calendar monthly cycle and statements received by the tenth of the succeeding month. Timeliness of statements is critical and non-performance will be grounds for termination of contract.

ATTACHMENT A
City of Taylor

Provide a price schedule for all services and include any one-time charges or set-up fees.

Service	Unit Bank Charge	Citizens National Bank Cost of Service	First State Bank Cost of Service	JPMORGAN CHASE Cost of Service	Explanatory Notes, if applicable
Account Deposit Services					
Master Account Maintenance Fee	Per account	None	None	10.00	
Subsidiary Account Maintenance	Per account	None	None		
Money Market Account Maintenance Fee	Per account	None	0.00	0.00	
Interest Bearing Account Maintenance Fee	Per account	None	15.00		
Zero Balanced Account					
Maintenance Master	Per account	None	0.00	15.00	
Maintenance Subsidiary	Per account	None	10.00	10.00	Payroll account
Transfers	Per transaction	None	0.00	0.00	
Inter-account transfers	Per transaction	None	3.00	0.00	
Automated Services - Balance & Detail					
If Services are Bundled:					
Bundled Balance & Activity Reporting					
Monthly Maintenance	Per month/account	None	90.00	25.00	
Detail Item Fees	Per transaction	None	0.00	0.07	
If services are Un-Bundled (by Module)					
Balance Reporting Module Maintenance	Per account	None	None	20.00	45-day history
Daily Balance Reporting	Per account	None	None		
Previous day Reporting	Per account	None	None		
Previous Day Dr/Cr Items	Per transaction	None	None	0.07	
ACH Module Maintenance	Per account	None	None	20.00	monthly
ACH Detail	Per transaction	None	None	0.08	
Reconciliation Module Maintenance	Per account	None	None	N/A	
Recon detail	Per transaction	None	None	N/A	
Stop Pay Module Maintenance	Per account	None	None	N/A	
Stop pay item	Per transaction	None	None	4.00	
Wire and Internal Transfer Module Maintenance	Per account	None	None		
Addenda reporting	Per transaction	None	None	0.01	
Detail Transactions - All modules	Per transaction	None			
Deposits					
Credits posted	Per transaction	None	0.40	0.85	
Banking Center Deposits	Per transaction	None	None	1.00	
Electronic Credits posted		None	0.40	0.00	
Items deposited	Per deposit	None	None	0.35	
On-us Items	Per transaction	None	0.07	0.00	
Local items	Per transaction	None	0.10	0.04	
Local Fed/RCPC Clearing	Per transaction	None	0.10	0.04	
City Items (in state)	Per transaction	None	0.10	0.04	
Other State Items	Per transaction	None	0.10	0.04	
11th Fed Country Items	Per transaction	None	0.10	0.04	
Other 11th Fed RCPC Items	Per transaction	None	0.10	0.04	
Transit Item Clearing	Per transaction	None	0.10	0.09	
Encoding Charge	Per transaction	None	0.00	0.03	
Disbursements					
Checks / Debits posted	Per transaction	None	0.20	0.08	
NSF fee	Per transaction	None	30.00	25.00	
Cash Vault					
Currency Deposits		None		0.75	
Cash deposited	Per \$\$	None	0.00	0.006	
Coin Deposits		None		0.20	rolled coin
Bag of loose coins		None	0.00	2.00	
Minimum Change Order		None	5.00	N/A	
Branch Order Processing	Per Order	None	5.00	2.50	
Branch Per Deposit	Per Deposit	None		0.75	
Change Order	Per transaction	None		2.50	
Deposit Corrections	Per transaction	None	3.00	5.00	
Return Item	Per transaction	None	8.00	6.00	
Return Items Return and Reclear	Per transaction	None	5.00	5.00	
Charge-backs	Per transaction	None		6.00	
Return Check Notice Fax	Per transaction	None	5.00	2.00	
Return Check Notice Internet	Per transaction	None		1.00	
ACH Processing					
Service Monthly Maintenance (Base) Fee	Per month/account	None	0.00	20.00	
ACH Transactions					
Debits originated	Per transaction	None	0.14	0.08	

ATTACHMENT A
City of Taylor

Provide a price schedule for all services and include any one-time charges or set-up fees.

Service	Unit Bank Charge	Citizens National Bank Cost of Service	First State Bank Cost of Service	JPMORGAN CHASE Cost of Service	Explanatory Notes, if applicable
Credits originated	Per transaction	None	0.14	0.08	
Debits Received/Posted	Per transaction	None	0.15	0.00	
Credits Received/Posted	Per transaction	None	0.40	0.00	
Originated Addenda	Per transaction	None	0.14	0.00	
ACH Returned Items	Per transaction	None	2.00	4.50	
Return Notification	Per transaction	None	0.00	1.00	on-line
Deletions or Reversal Charges	Per transaction	None	0.14	10.00	
Transmission	Per file	None	10.00	5.00	
Reports - by Fax	Per transaction	None	Not Offered	4.00	
Imaging					
Imaging Maintenance	Per month	None	0.00	30.00	
CD Rom Service - Per Item	Per transaction	None	0.00	0.035	
CD Rom Service - Per Disk	Per transaction	None	30.00	50.00	
Stop Pays					
Stop Pays (automated)	Per transaction	None	15.00	4.00	
Confirmations	Per transaction	None	15.00	N/A	
Wire Transfers					
Service Monthly Maintenance	Per month	None	0.00	0.00	
Incoming - domestic	Per transaction	None	15.00	9.00	
Outgoing - repetitive - automated,domestic	Per transaction	None	15.00	8.00	
Outgoing - non-repetitive - automated,domestic	Per transaction	None	15.00	10.00	
Book Transfer Internet Initiated	Per transaction	None	1.00	0.00	
Wire Advices Faxed/Mailed	Per transaction	None	5.00	4.00	
Processing Fees					
Chargeback processing		None		4.50	
Bank Statement	Per month	None	0.00	0.00	
Transmission Fee	Per transaction	None	0.00	N/A	
Transmission - Item	Per transaction	None	0.00	N/A	
Bank Supplies					
Bank pouch		None	10.00		At cost
Lockable bank pouch	Per item	None	30.00		Not Available
Lockbox	Per item	None	0.00		At cost
Deposit slips	Per item	None	0.00		At cost
Cashiers checks	Per item	None	10.00		At cost
Investment Safekeeping -Optional Service					
Service Maintenance Custody	Per month	N/A	50.00	0.00	
Securities Interest/Credits	Per transaction	N/A	0.00	0.00	
Securities Receipts/ Deposits	Per transaction	N/A	0.00	3.00	
Securities outgoing	Per transaction	N/A	0.00	10.00	
Safekeeping Fees	Per transaction	N/A	N/A	0.00	
Custody per Cusip/Holding	Per cusip	N/A	0.00	3.00	
Income Collection to DDA	Per transaction	N/A	0.00	0.00	

PAST DUE AND NONACCRUAL LOANS, LEASES, AND
OTHER ASSETS

	December 31st	
	<u>2009</u>	<u>2008</u>
	(Dollar Amounts in Thousands)	
Nonaccrual		
Loans secured by real estate:		
Construction, land development, and other land loans:		
1-4 family residential construction loans	0	0
Other construction loans and all land development and other land loans	0	0
Secured by farmland	0	0
Secured by 1-4 family residential properties:		
Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit	0	0
Closed-end loans secured by 1-4 family residential properties:		
Secured by first liens	0	0
Secured by junior liens	0	0
Secured by multifamily (5 or more) residential properties	0	0
Secured by nonfarm nonresidential properties:		
Loans secured by owner-occupied nonfarm nonresidential properties	0	0
Loans secured by other nonfarm nonresidential properties	0	0
Loans to depository institutions and acceptances of other banks	0	0
Commercial and industrial loans	111	0
Loans to individuals for household, family, and other personal expenditures:		
Credit cards	0	0
Other (includes single payment, installment, all student loans, and revolving credit plans other than credit cards)	0	0
Loans to foreign governments and official institutions	0	0
All other loans	0	0
Lease financing receivables	0	0
Debt securities and other assets (exclude other real estate owned and other repossessed assets)	0	0
Loans and leases reported which are wholly or partially guaranteed by the U.S. Government (including loans and leases covered by FDIC loss-sharing agreements)	111	0
Guaranteed portion of loans and leases (exclude rebooked "GNMA loans")	95	0
Rebooked "GNMA loans" that have been repurchased or are eligible for repurchase	0	0
Memoranda		
Restructured loans and leases:		
Loans secured by 1-4 family residential properties	0	0
Other loans and all leases (exclude loans to individuals for household, family, and other personal expenditures)	0	0
Loans to finance commercial real estate, construction, and land development activities (not secured by real estate)	0	0
Loans secured by real estate to non-U.S. addressees (domicile)	N/A	N/A
Loans to and acceptances of foreign banks	N/A	N/A
Commercial and industrial loans to non-U.S. addressees (domicile)	N/A	N/A
Leases to individuals for household, family, and other personal expenditures	N/A	N/A
Loans to finance agricultural production and other loans to farmers	0	0
Loans and leases held for sale	0	0
Loans measured at fair value:		
Fair value	0	0
Unpaid principal balance	0	0
Additions to nonaccrual assets during the quarter	111	0
Nonaccrual assets sold during the quarter	0	0

CITIZENS NATIONAL BANK
CAMERON, TX

INCOME STATEMENT

December 31st
2009 2008
(Dollar Amounts in Thousands)

Interest income:		
Interest and fee income on loans:		
Loans secured by real estate:		
Loans secured by 1-4 family residential properties	755	941
All other loans secured by real estate	2,906	3,121
Commercial and industrial loans	1,135	1,195
Loans to individuals for household, family, & other personal expenditures:		
Credit cards	0	0
Other (includes single payment, installment, all student loans, and revolving credit plans other than credit cards)	397	407
Loans to foreign governments and other official institutions	0	0
All other loans	771	826
Total interest and fee income on loans	5,964	6,490
Income from lease financing receivables	0	0
Interest income on balances due from depository institutions	1,183	975
Interest and dividend income on securities:		
U.S. Treasury securities and U.S. Government agency obligations	467	3,112
Mortgage-backed securities	2,914	1,232
All other securities	1,700	1,553
Interest income from trading assets	0	0
Interest income on federal funds sold and securities purchased under agreements to resell	15	159
Other interest income	8	8
Total interest income	12,251	13,529
Interest expense:		
Interest on deposits:		
Transaction accounts (NOW accounts, ATS accounts, and telephone and preauthorized transfer accounts)	50	170
Nontransaction accounts:		
Savings deposits (includes MMDAs)	772	1,059
Time deposits of \$100,000 or more	1,142	1,315
Time deposits of less than \$100,000	1,464	1,913
Expense of federal funds purchased and securities sold under agreements to repurchase	1	8
Interest on trading liabilities and other borrowed money	2	0
Interest on subordinated notes and debentures	0	0
Total interest expense	3,431	4,465
Net interest income	8,820	9,064
Provision for loan and lease losses	462	302
Noninterest income:		
Income from fiduciary activities	218	262
Service charges on deposit accounts	1,078	1,071
Trading revenue	0	0
Fees and commissions from securities brokerage	0	0
Investment banking, advisory, and underwriting fees and commissions	0	0
Fees and commissions from annuity sales	0	0
Underwriting income from insurance and reinsurance activities	0	0
Income from other insurance activities	1	1
Venture capital revenue	0	0
Net servicing fees	0	0
Net securitization income	0	0
Net gains (losses) on sales of loans and leases	0	0
Net gains (losses) on sales of other real estate owned	28	0
Net gains (losses) on sales of other assets (excluding securities)	5	3
Other noninterest income	534	494
Total noninterest income	1,864	1,831

INCOME STATEMENT - Continued

	December 31st	
	2009	2008
	(Dollar Amounts in Thousands)	
Realized gains (losses) on held-to-maturity securities	0	0
Realized gains (losses) on available-for-sale securities	43	-101
Noninterest expense:		
Salaries and employee benefits	3,726	3,683
Expenses of premises and fixed assets (net of rental income) (excluding salaries and employee benefits and mortgage interest)	1,071	1,014
Goodwill impairment losses	0	0
Amortization expense and impairment losses for other intangible assets	737	1,263
Other noninterest expense	2,063	1,743
Total noninterest expense	7,597	7,703
Income (loss) before income taxes & extraordinary items & other adjustments	2,668	2,789
Applicable income taxes	0	0
Income (loss) before extraordinary items and other adjustments	2,668	2,789
Extraordinary items and other adjustments, net of income taxes	0	0
Net income (loss) attributable to bank and noncontrolling (minority) interests (N/A prior to March 2009)	2,668	N/A
LESS: Net income (loss) attributable to noncontrolling (minority) interests (N/A prior to March 2009)	0	N/A
Net income (loss) attributable to bank	2,668	2,789
Memoranda		
Interest expense incurred to carry tax-exempt securities, loans, and leases acquired after 8/7/86, that is not deductible for federal income tax purposes	86	0
Income from the sale and servicing of mutual funds and annuities	N/A	0
Income on tax-exempt loans & leases to states & political subdivisions in U.S.	139	119
Income on tax-exempt securities issued by states & political subdivisions in U.S.	1,033	967
Number of full-time equivalent employees at end of current period	74	70
Interest and fee income on loans to finance agricultural production and other loans to farmers	631	707
Trading revenue (from cash instruments and derivative instruments):		
Interest rate exposures	N/A	N/A
Foreign exchange exposures	N/A	N/A
Equity security and index exposures	N/A	N/A
Commodity and other exposures	N/A	N/A
Credit exposures	N/A	N/A
Net gains (losses) recognized in earnings on credit derivatives that economically hedge credit exposures held outside the trading account:		
Net gains (losses) on credit derivatives held for trading	0	0
Net gains (losses) on credit derivatives held for purposes other than trading	0	0
Credit losses on derivatives	N/A	N/A
Does the reporting bank have a Subchapter S election in effect for federal income tax purposes for the current tax year?	Yes	Yes
Noncash income from negative amortization on closed-end loans secured by 1-4 family residential properties	N/A	N/A
Net gains (losses) recognized in earnings on assets and liabilities that are reported at fair value under a fair value option:		
Net gains (losses) on assets	N/A	N/A
Estimated net gains (losses) on loans attributable to changes in instrument-specific credit risk	N/A	N/A
Net gains (losses) on liabilities	N/A	N/A
Estimated net gains (losses) on liabilities attributable to changes in instrument-specific credit risk	N/A	N/A

CHANGES IN BANK EQUITY CAPITAL

December 31st
2009 2008
(Dollar Amounts in Thousands)

Total bank equity capital most recently reported for the December 31, 2008, Reports of Condition and Income (i.e., after adjustments from amended Reports of Income)	26,842	25,302
Restatements due to corrections of material accounting errors and changes in accounting principles	0	0
Balance end of previous calendar year as restated	26,842	25,302
Net income (loss) attributable to bank	2,668	2,789
Sale, conversion, acquisition, or retirement of capital stock, net (excluding treasury stock transactions)	0	0
Treasury stock transactions, net	0	0
Changes incident to business combinations, net	0	0
LESS: Cash dividends declared on preferred stock	0	0
LESS: Cash dividends declared on common stock	1,575	1,435
Other comprehensive income	792	186
Other transactions with parent holding company	0	0
Total bank equity capital end of current period	28,727	26,842

CHANGES IN ALLOWANCE FOR LOAN AND LEASE LOSSES

Balance most recently reported for the December 31, 2008, Reports of Condition and Income (i.e., after adjustments from amended Reports of Income)	1,266	1,069
Recoveries	24	2
LESS: Charge-offs	197	107
LESS: Write-downs arising from transfers of loans to a held-for-sale account	0	0
Provision for loan and lease losses	462	302
Adjustments	0	0
Balance end of current period	1,555	1,266

FINANCIAL RATIOS

	December 31st 2009	2008
<u>Earnings and Profitability</u>		
Net Interest Margin / Average Assets <i>Net interest margin is an indication of the profitability of a bank's investments.</i>	3.16	3.52
Overhead Expense / Average Assets <i>Overhead expenses are the fixed operating costs in a bank, and include salaries and benefits, leases of building and equipment, and other related expenses.</i>	2.72	2.99
Return on Average Assets (R.O.A.) <i>R.O.A. is a measure of return on the bank's assets, indicating how effectively they are employed.</i>	0.96	1.08
Return on Average Bank Equity (R.O.E.) <i>R.O.E. is a measure of how well bank equity capital is being utilized, indicating the return of the shareholder's investment in the bank.</i>	9.58	10.77
<u>Loan and Lease Analysis</u>		
Net Charge-Offs / Average Loans <i>Net charge-offs measure the amount of loans charged off as bad debt, less recoveries collected, giving an indication of past loan quality.</i>	0.18	0.12
Earnings Coverage of Net Charge-Offs (X) <i>Measures the bank's ability to absorb potential losses from nonperforming loans.</i>	17.84	30.40
Loan Loss Reserve / Total Loans <i>Loan loss reserves represent the amount thought to be adequate to cover estimated losses in the loan portfolio.</i>	1.53	1.37
Nonperforming Loans / Gross Loans <i>The percent of the bank's loans which are past due 90 days or more or are not accruing interest according to the original terms of the borrower's loan agreement.</i>	0.12	0.00
<u>Liquidity</u>		
Total Loans / Total Deposits <i>Measures a bank's application of interest-earning deposit liabilities to fund loan growth.</i>	38.11	38.93
Time Deposits of \$100,000 or more / Total Deposits <i>Larger deposits are typically more costly, and amounts exceeding \$100,000 per account are not insured by the FDIC. *</i>	17.47	16.28
<u>Capital Adequacy</u>		
Leverage Ratio <i>To be considered Well-Capitalized or Adequately Capitalized by the regulators, a bank must have a Core Capital to Adjusted Total Assets ratio of 4.0% or greater.</i>	9.33	9.63
Risk-Based Capital Ratio <i>An indicator of a bank's financial strength, banks are expected to meet a minimum total risk-based capital ratio of 8.0%.</i>	18.59	18.43

* Due to the Emergency Economic Stabilization Act of 2008, federal deposit insurance coverage has been raised to \$250,000 per depositor through December 31, 2013.

This disclosure statement has been produced by Jack Henry & Associates, Inc. The financial information appearing in this statement was obtained from Federal Financial Institution Examination Council (FFIEC) Reports of Condition and Income submitted by all FDIC-Insured depository institutions. All information contained herein was obtained from sources deemed reliable; however, no guarantee is given as to the accuracy of the data or the calculations derived therefrom. This statement has not been reviewed, or confirmed for accuracy or relevance, by the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, or the Federal Reserve Board.

I do hereby attest that this Annual Disclosure Statement for this report date has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true to the best of my knowledge and belief.

Authorized Officer of the Bank

Attachment "B"

Bauer Financial has rated Citizens National Bank a 5 Star Bank. Bauer Financial, Inc. has been analyzing and reporting on the financial condition of the nation's banking industry since 1983.

Attachment "C"

- V. 2. Describe the bank's philosophy and approach to satisfying the City's banking and customer service requirements.

The customer service we have been providing to the City for the past five years will continue as is. When you call Citizens National Bank, your call will be answered by a person, not an automated service. Any issues you have will be responded to as quickly as possible. We have internet banking for your convenience, but we are here to help when you need us.

Attachment "D"

References

Taylor I.S.D. 602 West 12th Street, Taylor, Texas, 76574
Bill Mikulencak, Business Manager
512-352-6361
Depository since September 2005

Thrall I.S.D. 201 South Bounds, Thrall, Texas, 76578
Lorine David, Business Manager
512-898-5361
Depository since June 2003

City of Cameron P.O. Box 833, Cameron, Texas, 76520
Amy Harris, City Secretary
254-697-6646
Depository since September 2002

City of Rockdale P.O. Box 583, Rockdale, Texas, 76567
Sandra Ellis, Treasurer
512-446-2511
Depository since December 2002

Attachment "E"

V. 4. Provide samples of reports:

Monthly analysis report – N/A

Monthly bank statement – Sample of images included in packet. Monthly statements will include all images of deposits and checks.

Collateral report

*****EXCLUDE-FlatSingle 525 - 30 PAGE 1
2063 7.2940 EX 0.000 11 5 7 ACCOUNT 2057404
CITY OF TAYLOR
OPERATING ACCOUNT/POOLED CASH STATEMENT PERIOD
400 PORTER STREET 02/26/2010 TO 03/31/2010
TAYLOR TX 76574-3600

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----- C H E C K I N G S U M M A R Y -----

CITY OF TA- 2057404
CHECKING BALANCE LAST STATEMENT..... 616,972.42
127 DEPOSITS..... 702,698.14
118 OTHER CREDITS..... 1,215,429.26
398 CHECKS..... 1,181,112.89
23 OTHER DEBITS..... 643,323.33
CHECKING BALANCE THIS STATEMENT..... 710,663.60

----- I N T E R E S T S U M M A R Y -----

33 DAYS IN STATEMENT CYCLE
.12% ANNUAL PERCENTAGE YIELD EARNED
49.94 AMOUNT OF EARNED INTEREST
464,561.67 AVERAGE DAILY LEDGER BALANCE

----- F E E S U M M A R Y -----

TOTAL FEES IMPOSED .00

----- SUMMARY OF OVERDRAFT AND RETURNED ITEM FEES -----

	TOTAL FOR THIS PERIOD	TOTAL YEAR-TO-DATE
TOTAL OVERDRAFT FEES	.00	.00
TOTAL RETURNED ITEM FEES	.00	.00

----- A C C O U N T C R E D I T T R A N S A C T I O N S -----

DATE.....AMOUNT.....DESCRIPTION

03/01	210.00	DEPOSIT	
03/01	781.90	DEPOSIT	
03/01	1,079.10	DEPOSIT	
03/01	2,827.70	DEPOSIT	
03/01	10,443.29	DEPOSIT	
03/01	17,396.45	DEPOSIT	
03/01	540.28	ETS	CR CD DEP 4603846562
03/01	664.10	ETS	CR CD DEP 4603846480
03/01	815.20	ETS	CR CD DEP 4603846481
03/01	816.38	ETS	CR CD DEP 4603846478
03/01	959.18	ETS	CR CD DEP 4603846479
03/01	13,201.66	CITY OF TAYLOR	ACH XFER 2819950246

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

The Bank reserves the right to change the provision hereof by printing on its statement Terms Governing Accounts, incorporation the change. The new Terms Governing Accounts will be effective, prospectively, when the statement containing the change is made available to the customer, by mailing or otherwise.

CITY OF TAYLOR
OPERATING ACCOUNT/POOLED CASH
400 PORTER STREET
TAYLOR TX 76574

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ACCOUNT 2057404
STATEMENT PERIOD
02/26/2010 TO 03/31/2010
3

DATE.....AMOUNT.....DESCRIPTION

03/02	1,637.95	DEPOSIT		
03/02	6,964.34	DEPOSIT		
03/02	10,816.08	DEPOSIT		
03/02	13,618.35	DEPOSIT		
03/02	15,727.08	DEPOSIT		
03/02	128.00	ETS	CR CD DEP	4604230934
03/02	303.29	METAVANTE CORP	BILL PAYMT	0058069948
03/02	371.31	ETS	CR CD DEP	4604230935
03/02	388.10	ETS	CR CD DEP	4604230748
03/02	614.82	ETS	CR CD DEP	4604230947
03/02	873.24	ETS	CR CD DEP	4604230948
03/02	941.47	ETS	CR CD DEP	4604230946
03/02	2,218.55	ETS	CR CD DEP	4604230747
03/03	171.50	DEPOSIT		
03/03	1,666.60	DEPOSIT		
03/03	4,054.12	DEPOSIT		
03/03	5,909.99	DEPOSIT		
03/03	9,066.78	DEPOSIT		
03/03	110.10	ETS	CR CD DEP	4604302825
03/03	255.74	ETS	CR CD DEP	4604302882
03/03	1,314.45	ETS	CR CD DEP	4604302888
03/03	1,344.28	ETS	CR CD DEP	4604302824
03/03	6,669.17	CITY OF TAYLOR	ACH XFER	2819950201
03/04	1,323.70	DEPOSIT		
03/04	3,036.02	DEPOSIT		
03/04	6,622.26	DEPOSIT		
03/04	11,730.23	DEPOSIT		
03/04	19,214.68	DEPOSIT		
03/04	68.66	METAVANTE CORP	BILL PAYMT	0055884006
03/04	255.03	TEXAS COMPTROLLR	INV-PAYMTS	0024732680
03/05	1,230.80	DEPOSIT		
03/05	1,830.48	DEPOSIT		
03/05	6,657.02	DEPOSIT		
03/05	9,968.42	DEPOSIT		
03/05	15,612.05	DEPOSIT		
03/05	91.03	ETS	CR CD DEP	4604455656
03/05	386.65	ETS	CR CD DEP	4604455579
03/05	1,012.59	ETS	CR CD DEP	4604455578
03/08	500.00	DEPOSIT		

CITY OF TAYLOR
 OPERATING ACCOUNT/POOLED CASH
 400 PORTER STREET
 TAYLOR TX 76574

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ACCOUNT 2057404

STATEMENT PERIOD

02/26/2010 TO 03/31/2010

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DATE.....	AMOUNT.....	DESCRIPTION		
03/08	867.10	DEPOSIT		
03/08	962.16	DEPOSIT		
03/08	2,240.46	DEPOSIT		
03/08	3,311.71	DEPOSIT		
03/08	12,107.16	DEPOSIT		
03/08	392.60	ETS	CR CD DEP	4604557674
03/08	1,043.70	ETS	CR CD DEP	4604557748
03/08	2,196.30	ETS	CR CD DEP	4604557673
03/09	2,687.71	DEPOSIT		
03/09	5,976.75	DEPOSIT		
03/09	12,946.19	DEPOSIT		
03/09	13,636.11	DEPOSIT		
03/09	16,274.83	DEPOSIT		
03/09	56.30	METAVANTE CORP	BILL PAYMT	0055372915
03/09	201.30	ETS	CR CD DEP	4604711543
03/09	396.47	CONTECH CONST	AP	0025948896
03/09	397.42	ETS	CR CD DEP	4604711542
03/09	529.88	ETS	CR CD DEP	4604711541
03/09	545.00	ETS	CR CD DEP	4604711317
03/09	916.34	ETS	CR CD DEP	4604711315
03/09	1,152.67	ETS	CR CD DEP	4604711316
03/09	1,695.90	ETS	CR CD DEP	4604711318
03/10	25.00	DEPOSIT		
03/10	549.92	DEPOSIT		
03/10	3,450.90	DEPOSIT		
03/10	3,604.18	DEPOSIT		
03/10	3,785.16	DEPOSIT		
03/10	5,719.28	DEPOSIT		
03/10	6,970.62	DEPOSIT		
03/10	211.19	ETS	CR CD DEP	4604801688
03/10	7,321.14	CITY OF TAYLOR	ACH XFER	2819950384
03/11	2,505.40	DEPOSIT		
03/11	3,635.36	DEPOSIT		
03/11	16,807.74	DEPOSIT		
03/11	33,347.55	DEPOSIT		
03/11	498.73	ETS	CR CD DEP	4604878591
03/11	1,721.95	ETS	CR CD DEP	4604878516
03/11	1,748.50	ETS	CR CD DEP	4604878517
03/12	65.00	DEPOSIT		

CITY OF TAYLOR
OPERATING ACCOUNT/POOLED CASH
400 PORTER STREET
TAYLOR TX 76574

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ACCOUNT 2057404

STATEMENT PERIOD
02/26/2010 TO 03/31/2010

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DATE.....AMOUNT....DESCRIPTION

03/12	500.00	DEPOSIT		
03/12	1,252.20	DEPOSIT		
03/12	1,600.00	DEPOSIT		
03/12	1,700.00	DEPOSIT		
03/12	2,752.26	DEPOSIT		
03/12	3,197.64	DEPOSIT		
03/12	6,291.50	DEPOSIT		
03/12	7,103.49	DEPOSIT		
03/12	11,928.96	DEPOSIT		
03/12	54.37	METAVANTE CORP	BILL PAYMT	0051384732
03/12	152.10	ETS	CR CD DEP	4604950293
03/12	254.20	ETS	CR CD DEP	4604950177
03/12	440.60	BASLER ELECTRIC	BASLER AP	0699694532
03/12	734.60	ETS	CR CD DEP	4604950291
03/12	743.24	ETS	CR CD DEP	4604950292
03/12	1,792.46	ETS	CR CD DEP	4604950176
03/15	132.89	DEPOSIT		
03/15	1,149.00	DEPOSIT		
03/15	3,783.84	DEPOSIT		
03/15	6,062.33	DEPOSIT		
03/15	6,365.65	DEPOSIT		
03/15	6,812.67	DEPOSIT		
03/15	83.01	METAVANTE CORP	BILL PAYMT	0053478271
03/15	535.10	ETS	CR CD DEP	4605090089
03/15	619.42	ETS	CR CD DEP	4605090167
03/15	675.86	ETS	CR CD DEP	4605090088
03/15	47,266.97	WIRE-CITY OF TAYLOR		
03/16	997.30	DEPOSIT		
03/16	2,407.73	DEPOSIT		
03/16	9,871.55	DEPOSIT		
03/16	26,410.28	DEPOSIT		
03/16	13.07	METAVANTE CORP	BILL PAYMT	0056637871
03/16	86.00	ETS	CR CD DEP	4605220337
03/16	98.00	ETS	CR CD DEP	4605220336
03/16	153.10	ETS	CR CD DEP	4605220151
03/16	231.32	CARPENTER CO. AP	EXP REIMB	0217951510
03/16	366.52	ETS	CR CD DEP	4605220348
03/16	386.65	ETS	CR CD DEP	4605220349
03/16	597.34	ETS	CR CD DEP	4605220347

CITY OF TAYLOR
 OPERATING ACCOUNT/POOLED CASH
 400 PORTER STREET
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ACCOUNT 2057404

STATEMENT PERIOD

02/26/2010 TO 03/31/2010

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DATE.....	AMOUNT....	DESCRIPTION		
03/16	1,176.80	ETS	CR CD DEP	4605220148
03/16	1,312.11	ETS	CR CD DEP	4605220149
03/16	1,453.80	ETS	CR CD DEP	4605220150
03/17	745.00	DEPOSIT		
03/17	869.52	DEPOSIT		
03/17	1,877.60	DEPOSIT		
03/17	3,651.16	DEPOSIT		
03/17	15,518.61	DEPOSIT		
03/18	345.00	DEPOSIT		
03/18	483.11	DEPOSIT		
03/18	1,241.80	DEPOSIT		
03/18	9,478.89	DEPOSIT		
03/18	9,864.35	DEPOSIT		
03/18	23.00	ETS	CR CD DEP	4605388866
03/18	63.28	METAVANTE CORP	BILL PAYMT	0051209733
03/18	694.97	ETS	CR CD DEP	4605388945
03/18	877.31	ETS	CR CD DEP	4605388865
03/19	43.00	ETS	CR CD DEP	4605464375
03/19	50.45	METAVANTE CORP	BILL PAYMT	0053432522
03/19	205.10	ETS	CR CD DEP	4605464285
03/19	225.10	ETS	CR CD DEP	4605464284
03/19	234.49	ETS	CR CD DEP	4605464283
03/19	641.47	ETS	CR CD DEP	4605464382
03/19	775.27	ETS	CR CD DEP	4605464282
03/19	52,142.50	WIRE-TEXAS SHORT TERM ASSET RESERVE FUND		
03/22	15.00	DEPOSIT		
03/22	17.50	DEPOSIT		
03/22	180.00	DEPOSIT		
03/22	386.10	DEPOSIT		
03/22	500.00	DEPOSIT		
03/22	500.00	DEPOSIT		
03/22	549.92	DEPOSIT		
03/22	567.30	DEPOSIT		
03/22	631.00	DEPOSIT		
03/22	2,405.08	DEPOSIT		
03/22	4,213.23	DEPOSIT		
03/22	5,930.43	DEPOSIT		
03/22	9,079.11	DEPOSIT		
03/22	12,116.42	DEPOSIT		

CITY OF TAYLOR
OPERATING ACCOUNT/POOLED CASH
400 PORTER STREET
TAYLOR TX 76574

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ACCOUNT 2057404

STATEMENT PERIOD
02/26/2010 TO 03/31/2010
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DATE.....	AMOUNT.....	DESCRIPTION		
03/22	12,609.31	DEPOSIT		
03/22	18,846.68	DEPOSIT		
03/22	69.08	METAVANTE CORP	BILL PAYMT	0056287322
03/22	467.00	ETS	CR CD DEP	4605543438
03/22	947.00	ETS	CR CD DEP	4605543439
03/22	15,569.95	CITY OF TAYLOR	ACH XFER	2819950193
03/22	200,000.00	WIRE-CITY OF TAYLOR		
03/23	2,485.00	DEPOSIT		
03/23	2,711.00	DEPOSIT		
03/23	7,505.89	DEPOSIT		
03/23	22,054.18	DEPOSIT		
03/23	190.10	ETS	CR CD DEP	4605716304
03/23	572.40	ETS	CR CD DEP	4605716063
03/23	600.95	ETS	CR CD DEP	4605716301
03/23	651.42	ETS	CR CD DEP	4605716061
03/23	895.66	ETS	CR CD DEP	4605716303
03/23	895.88	ETS	CR CD DEP	4605716302
03/23	1,022.06	ETS	CR CD DEP	4605716062
03/23	1,747.20	ETS	CR CD DEP	4605716064
03/24	467.10	DEPOSIT		
03/24	1,522.04	DEPOSIT		
03/24	4,353.53	DEPOSIT		
03/24	4,461.48	DEPOSIT		
03/24	8,101.81	DEPOSIT		
03/24	185.20	ETS	CR CD DEP	4605792638
03/25	80.00	DEPOSIT		
03/25	481.20	DEPOSIT		
03/25	838.00	DEPOSIT		
03/25	2,136.42	DEPOSIT		
03/25	4,172.54	DEPOSIT		
03/25	6,720.26	DEPOSIT		
03/25	184.74	METAVANTE CORP	BILL PAYMT	0052247178
03/25	485.20	ETS	CR CD DEP	4605850796
03/25	563.53	ETS	CR CD DEP	4605850881
03/25	1,450.28	ETS	CR CD DEP	4605850795
03/26	723.98	DEPOSIT		
03/26	1,204.47	DEPOSIT		
03/26	1,443.24	DEPOSIT		
03/26	1,720.30	DEPOSIT		

CITY OF TAYLOR
OPERATING ACCOUNT/POOLED CASH
400 PORTER STREET
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STATEMENT PERIOD
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DATE.....AMOUNT.....DESCRIPTION

03/26	2,165.00	DEPOSIT		
03/26	4,836.50	DEPOSIT		
03/26	10,906.61	DEPOSIT		
03/26	106.10	METAVANTE CORP	BILL PAYMT	0053981482
03/26	393.10	ETS	CR CD DEP	4605915580
03/26	469.22	ETS	CR CD DEP	4605915692
03/26	631.82	ETS	CR CD DEP	4605915693
03/26	1,062.23	ETS	CR CD DEP	4605915579
03/29	296.50	DEPOSIT		
03/29	733.00	DEPOSIT		
03/29	809.30	DEPOSIT		
03/29	3,823.34	DEPOSIT		
03/29	5,363.34	DEPOSIT		
03/29	6,517.92	DEPOSIT		
03/29	8,713.25	DEPOSIT		
03/29	185.00	ETS	CR CD DEP	4605994931
03/29	435.77	ETS	CR CD DEP	4605994930
03/29	627.71	ETS	CR CD DEP	4605994840
03/29	1,462.10	ETS	CR CD DEP	4605994841
03/29	10,765.82	CITY OF TAYLOR	ACH XFER	2819950195
03/30	1,190.50	DEPOSIT		
03/30	1,230.20	DEPOSIT		
03/30	12,356.41	DEPOSIT		
03/30	26,059.24	DEPOSIT		
03/30	43.00	ETS	CR CD DEP	4606155278
03/30	64.99	ETS	CR CD DEP	4606155298
03/30	141.11	ETS	CR CD DEP	4606155297
03/30	252.75	TEXAS COMPTROLLR	INV-PAYMTS	0029848897
03/30	253.00	METAVANTE CORP	BILL PAYMT	0057506058
03/30	686.70	ETS	CR CD DEP	4606155055
03/30	756.25	ETS	CR CD DEP	4606155052
03/30	1,043.41	ETS	CR CD DEP	4606155053
03/30	1,101.23	ETS	CR CD DEP	4606155296
03/30	1,474.50	ETS	CR CD DEP	4606155054
03/30	76,354.61	WIRE-CITY OF TAYLOR		
03/30	200,000.00	WIRE-CITY OF TAYLOR		
03/30	520,000.00	WIRE-TX SHORT TERM ASSET REDEMP ACCT		
03/31	49.94	INTEREST		

CITY OF TAYLOR
 OPERATING ACCOUNT/POOLED CASH
 400 PORTER STREET
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STATEMENT PERIOD

02/26/2010 TO 03/31/2010

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----- O T H E R D E B I T T R A N S A C T I O N S -----

DATE.....	AMOUNT....	DESCRIPTION		
03/01	18.00	RETURNED CHECK		
03/02	32.32	ETS	CCDISCOUNT	4603937872
03/02	50.80	ETS	CCDISCOUNT	4603937863
03/02	301.56	ETS	CCDISCOUNT	4603937763
03/02	332.50	ETS	CCDISCOUNT	4603937871
03/02	492.94	ETS	CCDISCOUNT	4603937762
03/03	163,992.64	ACH WITHDRAWAL		
03/04	57.76	RETURNED CHECK		
03/04	58.94	RETURNED CHECK		
03/05	739.56	ACS SLS	EXPERTPAY	0218283686
03/08	55,312.89	IRS	USATAXPYMT	6010013056
03/15	137.69	ETS CORPORATION	00123685	0016794183
03/17	162,740.41	ACH WITHDRAWAL		
03/19	739.56	ACS SLS	EXPERTPAY	0217514925
03/22	60.50	RETURNED CHECK		
03/22	75.00	RETURNED CHECK		
03/22	80.00	RETURNED CHECK		
03/22	5,707.13	WebFile Tax	PORTAL	0020587341
03/22	12,865.51	AVFUEL3252	E-CHECKS	0097719508
03/22	54,195.20	IRS	USATAXPYMT	6010012328
03/29	20,217.05	AVFUEL3252	E-CHECKS	0094640730
03/31	3,000.00	ACH WITHDRAWAL		
03/31	162,115.37	ACH WITHDRAWAL		

----- C H E C K S -----

DATE.....	CHECK NO.....	AMOUNT	DATE.....	CHECK NO.....	AMOUNT
03/18	109617	445.17	03/17	*110393	38,997.10
03/09	*110338	10.00	03/15	*110431	151.65
03/01	*110351	19.36	03/09	*110699	24.27
03/26	*110354	30.92	03/09	*110873	107.98
03/02	110355	93,626.39	03/29	*111023	24.90
03/24	*110361	51.90	03/02	*111069	10.00
03/24	110362	1,047.47	03/05	*111113	2,085.05
03/24	110363	35.00	03/02	*111139	26.88
03/30	*110371	38.24	03/02	*111141	36.82

CITY OF TAYLOR
OPERATING ACCOUNT/POOLED CASH
400 PORTER STREET
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ACCOUNT 2057404
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02/26/2010 TO 03/31/2010
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DATE.....	CHECK NO.....	AMOUNT	DATE.....	CHECK NO.....	AMOUNT
03/25	*111143	6.81	03/03	111367	576.99
03/18	*111146	10.00	03/04	111368	73.66
03/03	*111185	95.95	03/03	111369	418.33
03/02	*111230	10,666.00	03/03	111370	212.55
03/01	*111270	934.50	03/08	111371	4.00
03/01	*111277	25.00	03/15	111372	115.00
03/01	111278	25.00	03/02	111373	102.96
03/08	111279	1,520.70	03/03	111374	268.76
03/10	*111282	300.00	03/02	111375	341.25
03/01	*111293	441.00	03/12	111376	63.05
03/03	111294	466.70	03/03	111377	19.99
03/15	111295	76.50	03/04	111378	599.63
03/01	111296	95.00	03/03	111379	250.00
03/01	*111299	458.98	03/03	111380	1,312.67
03/19	111300	15.00	03/10	111381	1,820.24
03/04	111301	100.00	03/02	111382	299.99
03/02	*111305	375.10	03/05	111383	3,195.00
03/02	*111320	458.30	03/02	111384	4,466.00
03/10	*111328	111.00	03/01	111385	865.00
03/10	111329	111.00	03/02	111386	700.00
03/10	111330	111.00	03/04	111387	52.15
03/10	111331	111.00	03/02	111388	942.76
03/09	111332	615.39	03/08	111389	4,436.22
03/01	*111338	35,214.00	03/03	*111392	6,950.00
03/03	111339	161.47	03/02	111393	3,217.46
03/02	*111349	75.00	03/02	111394	23.97
03/03	111350	11.94	03/02	111395	174.78
03/03	111351	454.11	03/02	111396	62.02
03/01	*111353	150.00	03/01	111397	178.42
03/02	111354	8.88	03/01	111398	510.96
03/02	111355	69.70	03/02	111399	202.72
03/03	111356	1,844.27	03/02	111400	280.20
03/04	*111358	328.04	03/08	111401	.53
03/04	*111360	868.00	03/04	111402	49,396.99
03/03	111361	197.07	03/05	111403	520.00
03/02	111362	168.00	03/02	111404	452.50
03/04	111363	400.00	03/05	111405	1,703.05
03/03	111364	1,960.51	03/08	111406	11.70
03/04	111365	66.05	03/05	111407	135.00
03/03	111366	287.28	03/11	111408	12.81

CITY OF TAYLOR
OPERATING ACCOUNT/POOLED CASH
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DATE.....	CHECK NO.....	AMOUNT	DATE.....	CHECK NO.....	AMOUNT
03/09	111409	2,085.05	03/09	111494	70.65
03/03	111410	907.12	03/15	111495	135.00
03/02	*111413	2,695.50	03/10	111496	150.00
03/05	111414	616.88	03/09	111497	1,158.61
03/02	111415	494.91	03/09	111498	117.75
03/16	111416	1,306.22	03/09	111499	57.85
03/04	*111418	87.96	03/09	111500	4,050.00
03/02	111419	32.46	03/09	111501	235.00
03/09	111420	150.00	03/10	111502	72.96
03/03	111421	68.13	03/09	111503	167.40
03/02	111422	14.00	03/09	111504	105.00
03/10	111423	1,047.47	03/09	111505	714.33
03/10	111424	35.00	03/09	111506	56.92
03/09	111425	434.00	03/09	111507	578.78
03/22	111426	350.00	03/11	111508	2,563.64
03/18	*111428	34.69	03/09	111509	59.98
03/18	111429	18.70	03/12	111510	15.90
03/25	*111432	7.97	03/15	111511	2,360.07
03/30	111433	21.13	03/09	111512	280.12
03/17	111434	35.01	03/15	111513	175.00
03/23	111435	50.57	03/11	111514	42.12
03/26	111436	100.01	03/16	111515	40.00
03/29	111437	16.25	03/09	111516	949.67
03/17	*111439	61.36	03/12	111517	267.98
03/31	*111441	92,438.09	03/09	111518	62.99
03/09	*111476	1,107.05	03/08	111519	116.08
03/12	*111478	4,414.51	03/09	111520	172.00
03/09	*111480	8,113.93	03/09	111521	205.20
03/09	111481	205.61	03/09	111522	564.37
03/09	111482	151.00	03/11	111523	140.19
03/09	111483	245.07	03/09	111524	172.02
03/09	*111485	235.00	03/10	111525	519.95
03/09	111486	629.92	03/10	111526	190.60
03/09	111487	93.82	03/09	111527	475.76
03/12	111488	35.00	03/09	*111529	27.46
03/12	111489	12.54	03/09	111530	117.06
03/10	111490	60.42	03/09	111531	22.76
03/17	111491	220.22	03/10	111532	97.25
03/10	111492	879.10	03/09	111533	178.42
03/09	111493	4,600.00	03/10	111534	2,023.79

CITY OF TAYLOR
 OPERATING ACCOUNT/POOLED CASH
 400 PORTER STREET
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DATE.....	CHECK NO.....	AMOUNT	DATE.....	CHECK NO.....	AMOUNT
03/10	*111536	381.58	03/16	111581	283.68
03/10	111537	159.00	03/16	*111584	368.82
03/10	111538	639.00	03/17	111585	1,305.01
03/11	111539	283.01	03/17	111586	3,251.66
03/09	*111541	120.00	03/19	111587	7.00
03/16	111542	13.32	03/24	111588	2,479.40
03/10	111543	144.93	03/23	111589	22.00
03/11	111544	35.26	03/16	111590	5,905.00
03/11	111545	91.30	03/16	*111592	16.95
03/10	111546	131.57	03/16	111593	5,870.00
03/09	111547	105.00	03/16	111594	35.80
03/09	111548	193.80	03/17	111595	105.57
03/09	111549	170.00	03/17	111596	1,620.00
03/09	111550	2,010.00	03/18	111597	328.30
03/11	111551	172.00	03/17	111598	6,711.50
03/10	111552	438.04	03/17	111599	138.44
03/10	111553	202.88	03/18	111600	2,817.00
03/09	111554	2,940.23	03/16	111601	98,367.61
03/16	111555	1,022.90	03/18	111602	217.18
03/12	111556	222.87	03/16	111603	100.00
03/11	111557	648.12	03/18	*111605	524.00
03/23	*111560	25.98	03/16	111606	271.25
03/10	111561	14.00	03/16	111607	217.40
03/15	111562	26.60	03/16	111608	63.00
03/12	111563	487.20	03/17	111609	2,176.52
03/12	111564	74.48	03/24	111610	450.00
03/09	111565	170.00	03/17	111611	3,982.21
03/16	111566	50.00	03/16	111612	169.01
03/16	111567	45.59	03/16	111613	51.29
03/18	111568	1,215.00	03/16	111614	113.04
03/16	111569	171.00	03/17	111615	150.00
03/17	111570	19.60	03/17	111616	1,106.87
03/17	111571	292.36	03/16	*111620	2,353.50
03/16	*111574	80.00	03/18	111621	268.99
03/17	111575	70.00	03/18	111622	122.63
03/16	111576	3,000.00	03/17	111623	209.97
03/16	111577	683.52	03/30	111624	280.20
03/18	111578	5,472.92	03/17	111625	2,309.46
03/16	111579	75.00	03/17	111626	94.00
03/17	111580	179.40	03/18	111627	2,979.96

CITY OF TAYLOR
OPERATING ACCOUNT/POOLED CASH
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02/26/2010 TO 03/31/2010
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DATE.....	CHECK NO.....	AMOUNT	DATE.....	CHECK NO.....	AMOUNT
03/17	111628	191.25	03/23	*111675	.84
03/18	111629	15.00	03/23	111676	15.00
03/18	111630	32.84	03/25	111677	35.00
03/16	111631	414.11	03/23	111678	6,102.42
03/17	111632	32.94	03/24	111679	850.00
03/17	111633	191.00	03/26	111680	344.85
03/19	*111635	75.00	03/24	111681	29,700.00
03/18	111636	1,121.77	03/22	111682	324.37
03/18	111637	3,790.00	03/24	111683	451.16
03/16	111638	105.94	03/23	111684	118.75
03/16	111639	2,943.68	03/23	111685	197.54
03/19	111640	1,400.42	03/24	111686	246.65
03/31	*111642	10,515.00	03/24	111687	240.55
03/19	111643	89.50	03/24	111688	83,820.78
03/16	111644	38.34	03/23	111689	5.18
03/19	111645	333.29	03/23	111690	65.75
03/18	111646	57.80	03/24	111691	11.04
03/29	111647	22.00	03/25	111692	40.53
03/19	111648	55.95	03/24	111693	332.05
03/16	111649	1,861.00	03/24	111694	42.30
03/22	111650	105.00	03/26	111695	72.06
03/23	*111652	411.88	03/25	111696	79.04
03/24	*111654	3,457.50	03/24	111697	28.12
03/30	111655	1,430.00	03/23	111698	6,999.50
03/22	111656	58.80	03/24	111699	33,700.00
03/23	111657	99.00	03/24	111700	74,499.20
03/23	*111659	169.32	03/24	111701	495.00
03/23	111660	2,640.00	03/24	111702	557.80
03/24	111661	110.00	03/24	111703	28.75
03/23	*111663	138.97	03/23	111704	201.06
03/19	111664	121.04	03/23	111705	395.00
03/24	111665	437.09	03/24	111706	1,058.82
03/24	111666	310.00	03/23	111707	498.94
03/23	111667	335.22	03/23	111708	3,684.63
03/24	111668	180.95	03/29	111709	943.35
03/25	111669	878.00	03/25	111710	193.04
03/23	111670	975.40	03/25	111711	25.29
03/31	111671	533.65	03/23	111712	385.96
03/26	111672	2,000.00	03/25	111713	17.69
03/24	111673	16.00	03/29	111714	121.50

CITY OF TAYLOR
OPERATING ACCOUNT/POOLED CASH
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TAYLOR TX 76574

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DATE.....	CHECK NO.....	AMOUNT	DATE.....	CHECK NO.....	AMOUNT
03/30	111715	18.49	03/30	111772	290.71
03/30	111716	1,847.32	03/30	111773	267.21
03/31	*111718	305.41	03/30	111774	3,040.20
03/30	*111720	413.14	03/30	111775	1,575.51
03/31	*111723	768.00	03/30	111776	119.17
03/30	111724	160.00	03/30	*111778	31.99
03/30	*111729	196.96	03/31	111779	62,399.60
03/30	*111731	105,168.55	03/30	111780	124.95
03/31	111732	130.49	03/31	111781	340.34
03/29	*111734	27.97	03/30	*111784	209.79
03/30	*111736	283.17	03/29	111785	744.67
03/30	*111738	338.52	03/29	*111789	126.19
03/30	111739	108.15	03/30	*111791	54.60
03/30	111740	318.33	03/30	111792	165.00
03/30	*111742	583.33	03/31	111793	554.60
03/31	*111745	541.00	03/31	*111795	98.74
03/31	*111747	10,510.29	03/30	111796	170.00
03/31	*111749	1,905.66	03/30	111797	350.77
03/30	*111752	1,414.00	03/31	*111799	581.86
03/31	*111754	777.40	03/30	111800	3,353.90
03/31	*111757	119.06	03/31	*111802	3,000.00
03/31	111758	100.00	03/31	*111804	624.94
03/31	111759	4,466.00	03/29	111805	3,136.64
03/31	111760	1,649.38	03/31	*111807	9,975.00
03/31	111761	127.50	03/31	111808	701.50
03/30	111762	100.00	03/31	*111812	1,242.00
03/31	*111764	175.25	03/30	111813	11,594.50
03/30	111765	14,492.20	03/31	111814	42.00
03/30	111766	1,918.47	03/31	111815	164.70
03/30	*111771	300.00	03/15	*	47,266.97

----- D A I L Y B A L A N C E I N F O R M A T I O N -----

DATE.....	BALANCE	DATE.....	BALANCE	DATE.....	BALANCE
03/01	627,772.44	03/09	413,717.22	03/17	265,885.59
03/02	561,140.35	03/10	435,602.83	03/18	269,485.35
03/03	411,246.60	03/11	491,879.61	03/19	320,965.97
03/04	401,408.00	03/12	526,848.70	03/22	532,744.57
03/05	429,202.50	03/15	549,890.96	03/23	550,537.40
03/08	391,421.57	03/16	469,415.56	03/24	334,991.03

CITY OF TAYLOR
OPERATING ACCOUNT/POOLED CASH
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DATE.....	BALANCE	DATE.....	BALANCE	DATE.....	BALANCE
03/25	350,819.83	03/29	388,287.09	03/31	710,663.60
03/26	373,934.56	03/30	1080,516.49		

CONSUMER ALERT BEWARE OF INTERNET PIRACY. NEVER PROVIDE
PERSONAL INFORMATION SUCH AS ACCOUNT AND SOCIAL SECURITY
NUMBERS AND PASSWORDS TO UNKNOWN PERSONS ON THE INTERNET.

DEPOSIT TICKET #115

CITY OF TAYLOR
OPERATING ACCOUNT/POOLED CASH
400 PORTER STREET
TAYLOR, TEXAS 76794

CITIZENS NATIONAL BANK
TAYLOR, TEXAS 76794

DATE 2-26-10

CURRENCY	AMOUNT	DATE
CASH	210.00	2/26/10
CHECKS	1057.15	2/26/10
CHECKS	531.40	2/26/10

TOTAL DEPOSIT \$ 210.00

111902819020 5740 4 12

Acct #2057404, Deposit, 3/1/2010, \$210.00

DEPOSIT TICKET #115

CITY OF TAYLOR
OPERATING ACCOUNT/POOLED CASH
400 PORTER STREET
TAYLOR, TEXAS 76794

CITIZENS NATIONAL BANK
TAYLOR, TEXAS 76794

DATE 2-26-10

CURRENCY	AMOUNT	DATE
CASH	781.90	2/26/10
CHECKS	124.20	2/26/10

TOTAL DEPOSIT \$ 781.90

111902819020 5740 4 12

Acct #2057404, Deposit, 3/1/2010, \$781.90

DEPOSIT TICKET #115

CITY OF TAYLOR
OPERATING ACCOUNT/POOLED CASH
400 PORTER STREET
TAYLOR, TEXAS 76794

CITIZENS NATIONAL BANK
TAYLOR, TEXAS 76794

DATE 2-26-10

CURRENCY	AMOUNT	DATE
CASH	1079.10	2/26/10
CHECKS	1079.10	2/26/10

TOTAL DEPOSIT \$ 1079.10

111902819020 5740 4 12

Acct #2057404, Deposit, 3/1/2010, \$1,079.10

DEPOSIT TICKET #115

CITY OF TAYLOR
OPERATING ACCOUNT/POOLED CASH
400 PORTER STREET
TAYLOR, TEXAS 76794

CITIZENS NATIONAL BANK
TAYLOR, TEXAS 76794

DATE 2-26-10

CURRENCY	AMOUNT	DATE
CASH	2827.70	2/26/10
CHECKS	1329.84	2/26/10

TOTAL DEPOSIT \$ 2827.70

111902819020 5740 4 12

Acct #2057404, Deposit, 3/1/2010, \$2,827.70

DEPOSIT TICKET #115

CITY OF TAYLOR
OPERATING ACCOUNT/POOLED CASH
400 PORTER STREET
TAYLOR, TEXAS 76794

CITIZENS NATIONAL BANK
TAYLOR, TEXAS 76794

DATE 2-26-10

CURRENCY	AMOUNT	DATE
CASH	10443.29	2/26/10
CHECKS	8005.51	2/26/10

TOTAL DEPOSIT \$ 10443.29

111902819020 5740 4 12

Acct #2057404, Deposit, 3/1/2010, \$10,443.29

DEPOSIT TICKET #115

CITY OF TAYLOR
OPERATING ACCOUNT/POOLED CASH
400 PORTER STREET
TAYLOR, TEXAS 76794

CITIZENS NATIONAL BANK
TAYLOR, TEXAS 76794

DATE 2-26-10

CURRENCY	AMOUNT	DATE
CASH	17396.45	2/26/10
CHECKS	3319.26	2/26/10
CHECKS	308.05	2/26/10
CHECKS	6187.08	2/26/10

TOTAL DEPOSIT \$ 17396.45

111902819020 5740 4 12

Acct #2057404, Deposit, 3/1/2010, \$17,396.45

DEPOSIT TICKET #115

CITY OF TAYLOR
OPERATING ACCOUNT/POOLED CASH
400 PORTER STREET
TAYLOR, TEXAS 76794

CITIZENS NATIONAL BANK
TAYLOR, TEXAS 76794

DATE 3-1-10

CURRENCY	AMOUNT	DATE
CASH	1637.95	3/1/10
CHECKS	1473.00	3/1/10
CHECKS	224.20	3/1/10

TOTAL DEPOSIT \$ 1637.95

111902819020 5740 4 12

Acct #2057404, Deposit, 3/2/2010, \$1,637.95

DEPOSIT TICKET #115

CITY OF TAYLOR
OPERATING ACCOUNT/POOLED CASH
400 PORTER STREET
TAYLOR, TEXAS 76794

CITIZENS NATIONAL BANK
TAYLOR, TEXAS 76794

DATE 3-1-10

CURRENCY	AMOUNT	DATE
CASH	6964.34	3/1/10
CHECKS	1473.00	3/1/10
CHECKS	224.20	3/1/10

TOTAL DEPOSIT \$ 6964.34

111902819020 5740 4 12

Acct #2057404, Deposit, 3/2/2010, \$6,964.34

DEPOSIT TICKET #115

CITY OF TAYLOR
OPERATING ACCOUNT/POOLED CASH
400 PORTER STREET
TAYLOR, TEXAS 76794

CITIZENS NATIONAL BANK
TAYLOR, TEXAS 76794

DATE 3-1-10

CURRENCY	AMOUNT	DATE
CASH	10816.08	3/1/10
CHECKS	1826.00	3/1/10
CHECKS	715.17	3/1/10
CHECKS	1952.02	3/1/10
CHECKS	231.60	3/1/10
CHECKS	55.10	3/1/10

TOTAL DEPOSIT \$ 10816.08

111902819020 5740 4 12

Acct #2057404, Deposit, 3/2/2010, \$10,816.08

DEPOSIT TICKET #115

CITY OF TAYLOR
OPERATING ACCOUNT/POOLED CASH
400 PORTER STREET
TAYLOR, TEXAS 76794

CITIZENS NATIONAL BANK
TAYLOR, TEXAS 76794

DATE 3-1-10

CURRENCY	AMOUNT	DATE
CASH	13618.35	3/1/10
CHECKS	1322.35	3/1/10

TOTAL DEPOSIT \$ 13618.35

111902819020 5740 4 12

Acct #2057404, Deposit, 3/2/2010, \$13,618.35

CITY OF TAYLOR OPERATING ACCOUNT
400 PORTER STREET
TAYLOR, TEXAS 76774
(512) 352-5997

CITIZENS NATIONAL BANK
TAYLOR, TEXAS

110351

IDENTIFICATION NUMBER	DATE	CHECK NUMBER	NET AMOUNT
ACCOUNT: 26-0090-14	02/12/10	110351	\$19.36

THIRTY EIGHT & 36/100 DOLLARS

PAY TO THE ORDER OF JAMES HERRY
3148 ROSEMARY LN
TYLER TX 75701-7447

VOID 60 DAYS FROM DATE

TELLER 8 C.N.B.

FRANCE DIRECTOR

110351 111902819020 5740 L

Acct #2057404, Check #110351, 3/1/2010, \$19.36

CITY OF TAYLOR OPERATING ACCOUNT
400 PORTER STREET
TAYLOR, TEXAS 76774
(512) 352-5997

CITIZENS NATIONAL BANK
TAYLOR, TEXAS

110354

IDENTIFICATION NUMBER	DATE	CHECK NUMBER	NET AMOUNT
ACCOUNT: 09-1080-06	02/19/10	110354	\$30.92

THIRTY & 92/100 DOLLARS

PAY TO THE ORDER OF DEJA YU
3002 CRYSTAL CIR
TAYLOR TX 76774-5157

VOID 60 DAYS FROM DATE

TELLER 8 C.N.B.

FRANCE DIRECTOR

110354 111902819020 5740 L

Acct #2057404, Check #110354, 3/26/2010, \$30.92

CITY OF TAYLOR OPERATING ACCOUNT
400 PORTER STREET
TAYLOR, TEXAS 76774
(512) 352-5997

CITIZENS NATIONAL BANK
TAYLOR, TEXAS

110355

IDENTIFICATION NUMBER	DATE	CHECK NUMBER	NET AMOUNT
BANK: PRAP VEND: 204120	02/25/10	110355	\$93,626.39

NINETY THREE THOUSAND SIX HUNDRED TWENTY SIX & 39/100 DOLLARS

PAY TO THE ORDER OF TEXAS MUNICIPAL RETIREMEN
P. O. BOX 149153
AUSTIN, TX 78714-9153

VOID 60 DAYS FROM DATE

FRANCE DIRECTOR

110355 111902819020 5740 L

Acct #2057404, Check #110355, 3/2/2010, \$93,626.39

CITY OF TAYLOR OPERATING ACCOUNT
400 PORTER STREET
TAYLOR, TEXAS 76774
(512) 352-5997

CITIZENS NATIONAL BANK
TAYLOR, TEXAS

110361

IDENTIFICATION NUMBER	DATE	CHECK NUMBER	NET AMOUNT
BANK: AP VEND: 1	03/04/10	110361	\$51.90

FIFTY ONE & 90/100 DOLLARS

PAY TO THE ORDER OF SHERWOOD, PHILIP H
4500 GOODALL CT
AUSTIN, TX 78739

VOID 60 DAYS FROM DATE

FRANCE DIRECTOR

110361 111902819020 5740 L

Acct #2057404, Check #110361, 3/24/2010, \$51.90

CITY OF TAYLOR OPERATING ACCOUNT
400 PORTER STREET
TAYLOR, TEXAS 76774
(512) 352-5997

CITIZENS NATIONAL BANK
TAYLOR, TEXAS

110362

IDENTIFICATION NUMBER	DATE	CHECK NUMBER	NET AMOUNT
BANK: PRAP VEND: 140,000	03/18/10	110362	\$1,047.47

ONE THOUSAND FORTY SEVEN & 47/100 DOLLARS

PAY TO THE ORDER OF ANTIQUARIAN REPAIRMENT CO
5000 WILLOW CIRCLE
AUSTIN, TX 78745

VOID 60 DAYS FROM DATE

FRANCE DIRECTOR

110362 111902819020 5740 L

Acct #2057404, Check #110362, 3/24/2010, \$1,047.47

CITY OF TAYLOR OPERATING ACCOUNT
400 PORTER STREET
TAYLOR, TEXAS 76774
(512) 352-5997

CITIZENS NATIONAL BANK
TAYLOR, TEXAS

110363

IDENTIFICATION NUMBER	DATE	CHECK NUMBER	NET AMOUNT
BANK: PRAP VEND: 210320	03/18/10	110363	\$35.00

THIRTY FIVE & 00/100 DOLLARS

PAY TO THE ORDER OF UNITED WAY OF WILLIAMSON COUNTY
WILLIAMSON COUNTY
P.O. BOX 700
PEARLAND, TX 77660-0700

VOID 60 DAYS FROM DATE

FRANCE DIRECTOR

110363 111902819020 5740 L

Acct #2057404, Check #110363, 3/24/2010, \$35.00

CITY OF TAYLOR OPERATING ACCOUNT
400 PORTER STREET
TAYLOR, TEXAS 76774
(512) 352-5997

CITIZENS NATIONAL BANK
TAYLOR, TEXAS

110371

IDENTIFICATION NUMBER	DATE	CHECK NUMBER	NET AMOUNT
ACCOUNT: 32-0370-03	03/25/10	110371	\$38.24

THIRTY EIGHT & 24/100 DOLLARS

PAY TO THE ORDER OF YSABEL MOLINA
1005 E 3RD ST LOT 20
CAMERON TX 76520

VOID 60 DAYS FROM DATE

FRANCE DIRECTOR

110371 111902819020 5740 L

Acct #2057404, Check #110371, 3/30/2010, \$38.24

CITY OF TAYLOR OPERATING ACCOUNT
400 PORTER STREET
TAYLOR, TEXAS 76774
(512) 352-5997

CITIZENS NATIONAL BANK
TAYLOR, TEXAS

110393

IDENTIFICATION NUMBER	DATE	CHECK NUMBER	NET AMOUNT
BANK: AP VEND: 060121	12/10/09	110393	\$38,997.10

THIRTY EIGHT THOUSAND NINE HUNDRED NINETY SEVEN & 10/100 DOLLARS

PAY TO THE ORDER OF FAZZONE CONSTRUCTION CO.
2008 WINDY TERRACE
CEDAR PARK, TX 78613

VOID 60 DAYS FROM DATE

FRANCE DIRECTOR

110393 111902819020 5740 L

Acct #2057404, Check #110393, 3/17/2010, \$38,997.10

CITY OF TAYLOR OPERATING ACCOUNT
400 PORTER STREET
TAYLOR, TEXAS 76774
(512) 352-5997

CITIZENS NATIONAL BANK
TAYLOR, TEXAS

110431

IDENTIFICATION NUMBER	DATE	CHECK NUMBER	NET AMOUNT
BANK: AP VEND: 180255	12/10/09	110431	\$151.65

ONE HUNDRED FIFTY ONE & 65/100 DOLLARS

PAY TO THE ORDER OF RANDY'S WRECKER SERVICE
1508 W SECOND ST
TAYLOR, TX 76774

VOID 60 DAYS FROM DATE

FRANCE DIRECTOR

110431 111902819020 5740 L

Acct #2057404, Check #110431, 3/15/2010, \$151.65

CITY OF TAYLOR OPERATING ACCOUNT
400 PORTER STREET
TAYLOR, TEXAS 76774
(512) 352-5997

CITIZENS NATIONAL BANK
TAYLOR, TEXAS

110699

IDENTIFICATION NUMBER	DATE	CHECK NUMBER	NET AMOUNT
BANK: AP VEND: 240640	12/31/09	110699	\$24.27

THIRTY FOUR & 27/100 DOLLARS

PAY TO THE ORDER OF GOLDEN CHICK
1701 W. SECOND
TAYLOR, TX 76774

VOID 60 DAYS FROM DATE

FRANCE DIRECTOR

110699 111902819020 5740 L

Acct #2057404, Check #110699, 3/9/2010, \$24.27

Pledge Security Listing
March 31, 2010

Cusip	ID	Description	Safekeep	Receipt	Face	Current Par	Cpn	Call	Mature	MoodyS&P	Fitch	F115	Book	Market	Gain
CITY OF TAYLOR															
31403DSA8	923	FNMA 745813	FRB	x	1,250,000	607,636	5.00		03/01/20	AAA	AAA	AAA	AFS	607,821.28	35,041.39
31294KSN6	950	FHLMC E01425	FRB	x	1,875,000	651,127	4.50		08/01/18	AAA	AAA	AAA	AFS	652,412.41	32,728.95
31402RHX0	952	FNMA 735646	FRB	x	1,500,000	683,156	4.50		07/01/20	AAA	AAA	AAA	AFS	683,617.92	28,328.80
31403DC80	1071	FNMA 745395	FRB	x	2,275,000	1,115,096	4.50		04/01/20	AAA	AAA	AAA	AFS	1,135,938.02	28,194.68
31283KZN1	1078	FHLMC G11649	FRB	x	1,550,000	649,405	4.50		02/01/20	AAA	AAA	AAA	AFS	663,581.91	13,215.75
833: CITY OF TAYLOR					8,450,000	3,706,421							3,743,371.54	3,880,881.11	137,509.57

Reference to Interest Rate Shifts represent a shift in the Treasury Curve. Actual Market Yield shift on Individual Securities may differ. See the report 'Market Yield Shift Assumptions' for more information.

Other Reports



Although the information in this report has been obtained from sources believed to be reliable, it's accuracy cannot be guaranteed

VI. 1. Automated Cash Management Information Access

- a. The City of Taylor is currently using our internet cash management system for balances, history, wire transfer requests, stop payment requests, and direct deposit payroll.
- b. If the internet banking is currently down, you may contact the branch for any information needed. Citizens National Bank has a Disaster Recovery and Contingency Plan in place in the event of a natural disaster or terrorist threats. We have locations in other cities that we can accommodate banking needs from other locations if needed.
- c. There are no fees associated with the internet banking.
- d. Daily banking cutoff time is 3:00 p.m. Wire transfers cutoff time is 2:00 p.m.
- e. When wire transfers are posted, it will indicated who the wire is from.
- f. Our website remains: www.cnbanktexas.com Authorized staff have their separate User ID Logins and passwords to access the City of Taylor accounts.
- g. Internet Access is the only requirement for internet banking.
- h. The internet banking system is rarely down. In the past six months it may have been down for two hours.
- i. The internet banking system is provided by a third party.

FUNDS AVAILABILITY POLICY

Our general policy is to allow you to withdraw funds deposited in your account on the next business day after the day we receive your deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the next business day. Then, the funds will generally be available by the second business day after the day of the deposit.

Attachment "H"

Citizens National Bank
Cameron Branch
118 South Houston
Cameron Texas 76520

Citizens National Bank
Rockdale Branch
140 E Cameron
Rockdale Texas 76567

Citizens National Bank
Giddings Branch
104 West Austin
Giddings Texas 78942

Citizens National Bank
Pflugerville Branch
601 FM 685
Pflugerville Texas 78660

Citizens National Bank
Taylor Branch
316 North Main
Taylor Texas 76574

Attachment "I"

5. d. Include a description of security provisions, PIN requirements, and back-up systems for wires.

Wires may be submitted by fax, in person, or by email.

Fax: All information present with authorized signature.

In Person: All information present with authorized signature.

Email: All information present with correct authorization which you have set up on your user side in cash management. All email wire requests, will be verified by a bank employee calling the City of Taylor to verify the request.

5. e. What secondary or tertiary authorization features are available on line? Is dual authorization required?

You make that determination when you give authorization to your users.

5. f. Is future dating of wires available? How far in advance?

If you want to bring them in person as you have in the past for the obligation payments, you may bring them a week in advance.

If they are done online, they must be processed and authorized the same day.

Pledgee Agreement Form

To: Federal Reserve Bank of Boston
PO Box 55882
Boston, MA 02205
Attn: Joint Custody

Tel: 800-327-0147, #1
Fax: 877-973-8972

Date: _____

We, the _____ agree to the terms of **Appendix C** of your *Operating Circular 7*, dated August 19, 2005, as it may be amended from time to time with respect to the account on your books designated _____ (4 digit alpha-numeric account number)

We further agree that you may accept par for par substitutions: securities from the Pledgor as a replacement of, or in substitution for, those securities presently held (please check one):

☐

NO (Instructions required for each withdrawal)

☐

YES (Standing approval)

provided that the replacement or substitution does not reduce the aggregate par amount of securities held in custody for us. (See *Operating Circular 7, Appendix C, Section 4.3.*)

We authorize you to use the following call-back procedure for securities transactions pertaining to this account (please check one):

☐

Three-party call-back

☐

Four-party call-back

We certify that the individuals listed below may take authoritative action on our behalf with respect to the account, including a direction to release collateral from the account. You may rely on the authority of these individuals with respect to the account until we otherwise notify you.

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

Pledgee Agreement
(page 2 of 2)

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

The Undersigned hereby certifies that he/she is the present lawful incumbent of the designated public office.

Pledgee

Name of governmental unit

Street Address or P.O Box Number

City, State, Zip Code

Official Signature/ Date

Printed Name and Title

Notary

State of _____

County of _____

On this ____ day of _____, 200_ before me personally appeared _____, to me personally known or satisfactorily proven, who by me duly sworn, did depose and say that he/she resides at _____, in the City of _____, in the State of _____, that he/she is the _____ [Title] of _____ and that he/she executed this document on behalf of _____ before me.

(Signature of Notary)

(Print name of Notary)

My commission expires on _____ [Date]

JOINT CUSTODY FEDMAIL REQUEST FORM

Joint Custody Daily Activity Statements and monthly Securities Holdings Reports via e-mail or fax using FedMail, a secure delivery vehicle used by the Federal Reserve to communicate with financial institutions and state and local government pledgees, are delivered to you the morning of the next business day.

FedMail subscribers receive Securities Holdings Reports on a monthly basis, as opposed to quarterly via US mail.

To register for FedMail, fill in the information requested below and fax or mail it to the Federal Reserve Bank. We recommend that you assign a minimum of two e-mail contacts in case someone is ill or on vacation. You may also use a shared e-mail account.

Please note that the authorized signer must be a person who is listed on your current Pledge Agreement on file with the Federal Reserve as authorized to act for your account.

If you wish to update the authorized names for your account, or have any questions about this service, please call us at 1-800-327-0147, and select option 1.

FEDMAIL REQUEST FORM

Name of State or Local Government Institution: _____
Phone Number: _____

Joint Custody Account Number: (4-digit alpha-numeric, listed as Institution ID on statement). This form may be used for multiple account numbers going to the same addresses, to a maximum of four:

(1) _____ (2) _____ (3) _____ (4) _____

E-mail Addresses:

1) _____ Name _____
(name@xxx.com) (Print name in full)

2) _____ Name _____

3) _____ Name _____

E-mail report format preference — check one:

HTML _____ HTML attachments are pre-formatted and must be viewed with a web browser.

Text _____ Text attachments can be viewed with a text editor, spreadsheet, or word processing software.

Fax Number _____ (required if you have no e-mail address)

Name & Signature of authorized signer

(Print name in full) (Signature) Date _____

Please return the completed form to the Federal Reserve Bank

by phone: 800-327-0147
by fax: 877-973-8972

by mail: Federal Reserve Bank of Boston
Joint Custody
P.O. Box 55882
Boston MA 02106

Provide a price schedule for all services and include any one-time charges or set-up fees.

Service	Unit Bank Charge	Cost of Service	Explanatory Notes, if applicable
Account Deposit Services		No Charge	
Master Account Maintenance Fee	Per account		
Subsidiary Account Maintenance	Per account		
Money Market Account Maintenance Fee	Per account		
Interest Bearing Account Maintenance Fee	Per account		
Zero Balanced Account			
Maintenance Master	Per account		
Maintenance Subsidiary	Per account		
Transfers	Per transaction		
Inter-account transfers	Per transaction		
Automated Services - Balance & Detail		No Charge	
If Services are Bundled:			
Bundled Balance & Activity Reporting			
Monthly Maintenance	Per month/account		
Detail Item Fees	Per transaction		
If services are Un-Bundled (by Module)			
Balance Reporting Module Maintenance	Per account		
Daily Balance Reporting	Per account		
Previous day Reporting	Per account		
Previous Day Dr/Cr Items	Per transaction		
ACH Module Maintenance	Per account		
ACH Detail	Per transaction		
Reconciliation Module Maintenance	Per account		
Recon detail	Per transaction		
Stop Pay Module Maintenance	Per account		
Stop pay item	Per transaction		
Wire and Internal Transfer Module Maintenance	Per account		
Addenda reporting	Per transaction		
Detail Transactions - All modules	Per transaction		
Deposits		No Charge	
Credits posted	Per transaction		
Banking Center Deposits	Per transaction		
Electronic Credits posted			
Items deposited	Per deposit		
On-us Items	Per transaction		
Local items	Per transaction		
Local Fed/RCPC Clearing	Per transaction		
City Items (in state)	Per transaction		
Other State Items	Per transaction		
11th Fed Country Items	Per transaction		
Other 11th Fed RCPC Items	Per transaction		
Transit Item Clearing	Per transaction		
Encoding Charge	Per transaction		
Disbursements		No Charge	
Checks / Debits posted	Per transaction		
NSF fee	Per transaction		
Cash Vault		No Charge	
Currency Deposits			
Cash deposited	Per \$\$		
Coin Deposits			
Bag of loose coins			
Minimum Change Order			
Branch Order Processing	Per Order		
Branch Per Deposit	Per Deposit		
Change Order	Per transaction		
Deposit Corrections	Per transaction		
Return Item	Per transaction		
Return Items Return and Reclear	Per transaction		
Charge-backs	Per transaction		
Return Check Notice Fax	Per transaction		
Return Check Notice Internet	Per transaction		

ATTACHMENT A City of Taylor

Provide a price schedule for all services and include any one-time charges or set-up fees.

Service	Unit Bank Charge	Cost of Service	Explanatory Notes, if applicable
ACH Processing		No Charge	
Service Monthly Maintenance (Base) Fee	Per month/account		
ACH Transactions			
Debits originated	Per transaction		
Credits originated	Per transaction		
Debits Received/Posted	Per transaction		
Credits Received/Posted	Per transaction		
Originated Addenda	Per transaction		
ACH Returned Items	Per transaction		
Return Notification	Per transaction		
Deletions or Reversal Charges	Per transaction		
Transmission	Per file		
Reports - by Fax	Per transaction		
Imaging		No Charge	
Imaging Maintenance	Per month		
CD Rom Service - Per Item	Per transaction		
CD Rom Service - Per Disk	Per transaction		
Stop Pays		No Charge	
Stop Pays (automated)	Per transaction		
Confirmations	Per transaction		
Wire Transfers		No Charge	
Service Monthly Maintenance	Per month		
Incoming - domestic	Per transaction		
Outgoing - repetitive - automated, domestic	Per transaction		
Outgoing - non-repetitive - automated, domestic	Per transaction		
Book Transfer Internet Initiated	Per transaction		
Wire Advices Faxed/Mailed	Per transaction		
Processing Fees		No Charge	
Chargeback processing			
Bank Statement	Per month		
Transmission Fee	Per transaction		
Transmission - Item	Per transaction		
Bank Supplies		No Charge	
Bank pouch			
Lockable bank pouch	Per item		
Lockbox	Per item		
Deposit slips	Per item		
Cashiers chekcs	Per item		
Investment Safekeeping -Optional Service		Service Not Available	
Service Maintenance Custody	Per month		
Securities Interest/Credits	Per transaction		
Securities Receipts/ Deposits	Per transaction		
Securities outgoing	Per transaction		
Safekeeping Fees	Per transaction		
Custody per Cusip/Holding	Per cusip		
Income Collection to DDA	Per transaction		

EXHIBIT G

ATTACHMENT B - HISTORICAL EARNINGS RATES
CITY OF TAYLOR, TEXAS
RFP BANK DEPOSITORY SERVICES
ALL RATES MUST BE NET RATES.

Interest Bearing Accounts

Month/Year	Rate		Rate		Rate	
Apr-09	0.25%		Aug-09	0.25%	Dec-09	0.25%
May-09	0.25%		Sep-09	0.25%	Jan-10	0.25%
Jun-09	0.25%		Oct-09	0.25%	Feb-10	0.25%
Jul-09	0.25%		Nov-09	0.25%	Mar-10	0.25%

Money Market Accounts

Month/Year	Rate		Rate		Rate	
Apr-09	0.75%		Aug-09	0.75%	Dec-09	0.75%
May-09	0.75%		Sep-09	0.75%	Jan-10	0.75%
Jun-09	0.75%		Oct-09	0.75%	Feb-10	0.75%
Jul-09	0.75%		Nov-09	0.75%	Mar-10	0.75%

Earnings Credit Rate (ECR)

Month/Year	Rate		Rate		Rate	
Apr-09	1.75%		Aug-09	1.75%	Dec-09	1.75%
May-09	1.75%		Sep-09	1.75%	Jan-10	1.75%
Jun-09	1.75%		Oct-09	1.75%	Feb-10	1.75%
Jul-09	1.75%		Nov-09	1.75%	Mar-10	1.75%

ATTACHMENT B - HISTORICAL EARNINGS RATES

CITY OF TAYLOR, TEXAS

RFP BANK DEPOSITORY SERVICES

ALL RATES MUST BE NET RATES.

CITIZENS NATIONAL BANK

Interest Bearing Accounts

Month/Year	Rate	Month/Year	Rate	Month/Year	Rate
Apr-09	0.25	Aug-09	0.25	Dec-09	0.25
May-09	0.25	Sep-09	0.25	Jan-10	0.25
Jun-09	0.25	Oct-09	0.25	Feb-10	0.25
Jul-09	0.25	Nov-09	0.25	Mar-10	0.25

Money Market Accounts

Month/Year	Rate	Month/Year	Rate	Month/Year	Rate
Apr-09	0.75	Aug-09	0.75	Dec-09	0.75
May-09	0.75	Sep-09	0.75	Jan-10	0.75
Jun-09	0.75	Oct-09	0.75	Feb-10	0.75
Jul-09	0.75	Nov-09	0.75	Mar-10	0.75

Earnings Credit Rate (ECR)

Month/Year	Rate	Month/Year	Rate	Month/Year	Rate
Apr-09	1.75	Aug-09	1.75	Dec-09	1.75
May-09	1.75	Sep-09	1.75	Jan-10	1.75
Jun-09	1.75	Oct-09	1.75	Feb-10	1.75
Jul-09	1.75	Nov-09	1.75	Mar-10	1.75

FIRST STATE BANK CENTRAL TEXAS

Interest Bearing Accounts

Month/Year	Rate	Month/Year	Rate	Month/Year	Rate
Apr-09	0.25	Aug-09	0.15	Dec-09	0.10
May-09	0.25	Sep-09	0.15	Jan-10	0.10
Jun-09	0.20	Oct-09	0.10	Feb-10	0.10
Jul-09	0.20	Nov-09	0.10	Mar-10	0.10

Money Market Accounts

Month/Year	Rate	Month/Year	Rate	Month/Year	Rate
Apr-09	1.05	Aug-09	1.00	Dec-09	0.90
May-09	1.00	Sep-09	1.00	Jan-10	0.90
Jun-09	1.00	Oct-09	0.90	Feb-10	0.90
Jul-09	1.00	Nov-09	0.90	Mar-10	0.90

Earnings Credit Rate (ECR)

Month/Year	Rate	Month/Year	Rate	Month/Year	Rate
Apr-09	0.75	Aug-09	0.75	Dec-09	0.50
May-09	0.75	Sep-09	0.75	Jan-10	0.50
Jun-09	0.75	Oct-09	0.50	Feb-10	0.50
Jul-09	0.75	Nov-09	0.50	Mar-10	0.50

JPMORGAN CHASE

Interest Bearing Accounts (91 day T-Bill + .10 bps)

Month/Year	Rate	Month/Year	Rate	Month/Year	Rate
Apr-09	0.25	Aug-09	0.20	Dec-09	0.15
May-09	0.25	Sep-09	0.20	Jan-10	0.20
Jun-09	0.25	Oct-09	0.15	Feb-10	0.20
Jul-09	0.25	Nov-09	0.15	Mar-10	0.20

Money Market Accounts (Chase's Money Market Demand Account-MMDA)

Month/Year	Rate	Month/Year	Rate	Month/Year	Rate
Apr-09	0.50	Aug-09	0.45	Dec-09	0.25
May-09	0.50	Sep-09	0.45	Jan-10	0.25
Jun-09	0.45	Oct-09	0.37	Feb-10	0.21
Jul-09	0.45	Nov-09	0.31	Mar-10	0.21

Earnings Credit Rate (ECR) (Chase's Premium ECR)

Month/Year	Rate	Month/Year	Rate	Month/Year	Rate
Apr-09	0.35	Aug-09	0.50	Dec-09	0.50
May-09	0.35	Sep-09	0.50	Jan-10	0.50
Jun-09	0.35	Oct-09	0.50	Feb-10	0.50
Jul-09	0.50	Nov-09	0.50	Mar-10	0.50



City Council Meeting
June 10, 2010
Agenda Item Transmittal

Agenda Item #: 6

Agenda Title: Consider introducing Ordinance 2010-12 revising the Landscape Ordinance to prohibit invasive plants for new construction of commercial and multi-family development.

Council Action to be taken: Introduce Ordinance 2010-12

Initiating Department: Community Development

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

Consider introducing Ordinance 2010-12 revising the Landscape Ordinance to prohibit invasive plants from new commercial and multi-family development. The revision also proposes to eliminate the appeal provisions for variances.

2. DESCRIPTION/ JUSTIFICATION

In addition to prohibiting Invasive Plants from new commercial and multi-family developments, Ordinance 2010-12 includes several revisions to the Landscape Ordinance, including the following:

- Revising Section 6.0, Protected Trees, removing and adding trees upon the advice of local arborists.
- Adding Section 8, Invasive Plants Prohibited, explaining why plants are considered invasive and the reasons for prohibition of invasive plants.
- Removing the section relating to the appeals process for variances.
- Minor modifications to Appendix A, Preferred Plants List, removing and adding plants upon the advice of local arborists.
- Adding Appendix B, Invasive Plants, listing those plants considered to be invasive.

All single family properties, the airport, and farms continue to be exempt from the landscaping requirements. The remainder of the Ordinance remains unchanged.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Introduce Ordinance 2010-12

6. REFERENCE FILES

6a Ordinance 2010-12

ORDINANCE NO. 2010-12

"AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, CREATING LANDSCAPE REQUIREMENTS AND STANDARDS; PRESERVATION, PROTECTION AND PLANTING OF TREES; PROHIBITING INVASIVE PLANTS; ESTABLISHING PERMIT REQUIREMENTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE, EXCEPT WHERE A DIFFERENT PENALTY HAS BEEN ESTABLISHED BY STATE LAW FOR SUCH OFFENSE, OR FOR ANY VIOLATION OF ANY PROVISION WHICH GOVERNS PUBLIC HEALTH OR SANITATION WHICH SHALL BE PUNISHED BY PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR PUBLICATION; AND PROVIDING EFFECTIVE DATE.

WHEREAS, the City Council of the City of Taylor has determined quality of life and aesthetics are important issues and concerns affecting Taylor; and

WHEREAS, proper landscaping will augment those qualities while helping to improve air purification, storm water runoff, noise reduction and heat abatement while conserving energy, water and other natural resources; and

WHEREAS, landscape standards can enhance the quality of life and enhance the general welfare and beauty of the City of Taylor by creating and maintaining visual environmental amenities; and

WHEREAS, to promote and protect the health, safety, and welfare of the public by creating an urban environment that is aesthetically pleasing and that promotes economic development through enhanced quality of life.

WHEREAS, the City Council recognizes that the establishment of rules and regulations for mandatory tree requirements, mandatory planting areas in developments, limits of grading, landscaping, and tree preservation is necessary and in the interest of the public welfare, and that an effective method to provide for the same is the adoption of a new landscape ordinance rules and regulations.

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

SECTION 1.0 PURPOSE

This ordinance shall apply to the incorporated area of the City of Taylor, Texas and is designed to preserve, protect, and enhance the ecological and aesthetic environments of the City of Taylor as well as promote the pleasant appearance and character of neighborhoods and high intensity commercial and industrial corridors; provide shade and thus reduce water consumption.

This ordinance also promotes water conservation and water efficiency. To assist in ensuring adequate water supplies exist for Taylor's future, it is important that water conservation be promoted in landscape watering policies. Water conservation should be promoted through techniques such as proper design, plant selection, education of the public, and the proper use of irrigation systems. This ordinance promotes and encourages the planting of water-thrifty plants and other landscape materials for apartments, commercial and industrially zoned properties.

SECTION 2.0 SCOPE

The provisions of this ordinance shall be interpreted and applied as the minimum requirements for landscaping in the City of Taylor.

The City of Taylor experiences frequent droughts; therefore, it is a purpose of this ordinance to encourage the use of drought resistant plants that do not consume large quantities of water. Plants native to Central Texas are recommended, and invasive plants are prohibited. The Preferred Plant List is attached hereto as Appendix "A" and incorporated by reference herein.

The terms and provisions of this ordinance shall apply to real property as follows:

1. All new construction of non-single family property.

2.1 Exemptions

The provisions of this ordinance shall not apply to the following:

1. Single family dwellings,
2. Property zoned as the Central Business District, and
3. The Taylor Municipal Airport.
4. Property used for agricultural purposes or zoned "Rural/Agriculture".

SECTION 3.0 GENERAL REQUIREMENTS

3.1 Installation

Landscaping shall consist of an appropriate combination of deciduous and evergreen trees, shrubs, vines, and/or ground cover (including grass). A minimum of three (3) inches of shredded hardwood mulch shall be added in a non-turf area to the soil surface after planting. Non-porous material, such as sheet plastic, shall not be placed under the mulch. All landscape materials shall be installed according to acceptable landscape standards. Landscape plantings on city rights-of-way are strictly prohibited.

3.2 Maintenance

The current owner and subsequent owners of the landscaped property or the manager or agent of the owner shall be responsible for the maintenance of all landscape areas. Landscaped areas shall be maintained so as to present a healthy, neat and orderly appearance at all times and shall be kept free of refuse and debris. Maintenance shall include the replacement of all dead plant material if that material was used to meet the requirements of this ordinance.

3.3 Irrigation Standards

One of the following irrigation methods shall be used to ensure survival of the required plant material in landscaped areas:

1. Conventional System: An automatic or manual underground irrigation system which may be a conventional spray or bubbler type heads.
2. Drip or Leaky-Pipe System: An automatic or manual underground irrigation system in conjunction with a water-saving system such as a drip or a leaky pipe system.
3. Temporary and Above-Ground Watering: Landscape areas utilizing xeriscape plants and installation techniques, including areas planted with native grasses, wildflowers and trees may use a temporary and above-ground system, and shall be required to provide irrigation for the first three growing seasons.

3.3.1 Natural and Undisturbed Areas

No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.

3.4 Planting Criteria

3.4.1 Trees

Trees shall be a minimum of two (2) inches in caliper measured three (3) feet above finished grade immediately after planting. If trees are proposed that are not chosen from the Preferred Plant List provided in Appendix A, trees shall have an average mature crown greater than twenty (20) feet in diameter. Trees having an average mature crown less than twenty (20) feet in diameter may be substituted by grouping the same so as to create at maturity the equivalent of a twenty (20) foot diameter crown if the drip line area is maintained.

3.4.2 Shrubs, Vines and Ground Cover

Shrubs, vines and ground cover planted pursuant to this ordinance shall be good, healthy nursery stock. Shrubs must be, at a minimum, a one (1) gallon container size.

3.4.3 Lawn Grass

Grass areas should be planted in drought resistant species normally grown as permanent lawns, such as Bermuda or Buffalograss. Grass areas may be sodded, plugged, sprigged or seeded except that solid sod shall be used in swales or other areas subject to erosion.

3.4.4 Synthetic Lawns or Plants

Synthetic or artificial lawns or plants shall not be used in lieu of plant requirements in this ordinance.

3.4.5 Other

Any approved decorative aggregate or pervious brick pavers shall qualify for landscaping credit if contained in planting areas, but no credit shall be given for concrete or other impervious surfaces.

SECTION 4.0 LANDSCAPE PLAN REQUIREMENTS

The landowner or his/her agent shall submit and receive approval of a landscape plan demonstrating compliance with the landscape requirements contained herein. Plans shall show all dimensions, types of materials, size and spacing of vegetative materials, and

plans for providing irrigation to plants. The plan(s) shall demonstrate that landscaping materials will:

- 1. Abate objectionable noise, light, glare, visual clutter, dust or loss of privacy.
- 2. Adequately accomplish the purpose of which they were intended.

4.1 Required Site Landscaping

4.1.1 Minimum Percentage

A minimum percentage of the total lot area of property on which development or new construction occurs after the effective date of this ordinance shall be devoted to landscape development in accordance with Table 4.1. The landscaping shall be placed upon that portion of a tract or lot that is being developed. Fifty percent (50%) of the required landscaped area and required plantings shall be installed between the front property lines and the building being constructed. Undeveloped portions of a tract or lot shall not be considered landscaped.

For every six hundred (600) square feet of landscape area required by Table 4.1, two (2) trees and four (4) shrubs shall be planted.

Should a tree die or be removed for which credit has been obtained pursuant to the terms of this ordinance, landscape development sufficient to equal the area credited shall be required. A small tree that will have a mature crown similar to the tree removed may be substituted if the planting area or pervious cover provided for the larger tree is retained.

TABLE 4.1

REQUIRED LANDSCAPING

Land Use	Landscaping Required (% of constructed impervious coverage of the lot)
Multifamily structures	25
Manufactured home park	25
Business Park (2009-	20

08, 3/24/09)	
Office and professional uses	20
Institutional	20
Commercial	15
Industrial or manufacturing	15

4.2 Credit for Trees

In order to reward the preservation of existing trees, one hundred (100%) percent of the crown area of undisturbed existing trees shall be reduced from the landscape area requirements; provided that the area surrounding the tree is left undisturbed and that this area consists of a least one hundred (100) square feet but not less than fifty percent (50%) of the crown area.

4.3 Screening

Off-street loading spaces refuse and outside storage areas, antennas, satellite dishes, and mechanical equipment within the street yard must be screened from all public streets. The screening must be of a minimum of six (6) feet in height or a height sufficient to obscure the area or equipment requiring the screening, whichever is less. The screening may be provided by plants, a solid screen fence or wall, or a combination thereof.

4.3.1 Acceptable Landscape Screening Materials

1. No artificial plant materials may be used to satisfy the requirements of this ordinance.
2. Plant materials required by this ordinance must comply with the following minimum size requirements at the time of installation. At time of planting, plant height shall be measured from the top of the root ball or, if the plant is in a container, from the soil level in the container.
 - a. Large trees must have a minimum caliper of two (2) inches and shall be planted in an area with a minimum of one hundred (100) square feet of permeable surface area. This area may be reduced to fifty (50) square feet if a permanent life support system, which must include but is not limited to an irrigation system and an internal

drainage mechanism, is incorporated within the planting area.

b. Small trees must have a minimum height of six (6) feet and shall be planted in an area with a minimum of twenty-five (25) square feet of permeable surface area.

c. Large shrubs must have a minimum height of two (2) feet and must be planted in an area with a minimum of nine (9) square feet of permeable surface area. The permeable surface areas for shrubs may be included within permeable surface areas required for trees.

3. Each large tree, small tree or large shrub must be planted at least thirty-six (36) inches away from any paved surface or city right-of-way.

4.4 Protection of Plant Areas

Plant areas must be protected from vehicular traffic through the use of concrete curbs, wheel stops, or other permanent barriers.

SECTION 5.0 LANDSCAPE PLAN SUBMITTAL, REVIEW, AND APPROVAL

5.1 Plan Submittal

A landscape plan must be submitted to the Community Development Director or his/her designee with the application for a permit for new construction. The Community Development Director must approve the plan before a building permit is issued for the work. A landscape plan shall consist of two (2) sets of prints drawn to scale with sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it conforms to the requirements of this ordinance. A landscape plan shall contain the following information:

1. Project name, street address, legal description, date, scale, north arrow and the names, addresses and telephone numbers of both the property owner and the person preparing the plan.
2. Designation of zoning areas adjacent to property.
3. A vicinity map, location of lot lines, and dimensions of the building site and the street yard.
4. Approximate center lines of existing water courses and the location of the 100-year floodplain; approximate

location of significant drainage features, and the location and width of existing and proposed streets and alleys, utility easements, driveways and sidewalks on or adjacent to the lot.

5. Identification, location, and dimensions of required plant materials, screening, and off-street parking and loading spaces within the street yard.

6. Description of plant materials shown on the plan, including names (common and botanical), quantities, container or caliper sizes at installation, heights, spread, and spacing.

7. Description of proposed irrigation methods.

5.2 Issuance of Building Permit

The Community Development Director shall review the landscape plan to verify compliance with all requirements of this ordinance prior to the issuance of a building permit. All landscape plans must comply with the mandatory provision of this ordinance. The building permit shall not be issued for new construction of a building within the city unless the Community Development Director approves the landscape plan verifying that the applicant's plan complies with this ordinance.

No final certificate of occupancy shall be issued by the building official for the occupancy of a new building unless all plant and screening materials required by this ordinance have been provided. Prior to the issuance of a certificate of occupancy, the building official shall inspect the building site to verify compliance with the approved landscape plan.

SECTION 6.0 TREE PRESERVATION AND PROTECTED TREES

This section preserves and protects existing, healthy and desirable trees within the City of Taylor, to provide guidelines for the protection of trees and establish guidelines for planting trees. Protected trees are: Pecan, American Elm, Cedar Elm, Texas Ash, Southern Magnolia, Cottonwood, all varieties of Oak, and all varieties of Maple with the exception of Boxelder Maple and Silver Maple.

6.1 Preliminary Development Plans

A general survey of natural vegetation showing tree groupings and anticipated protected tree losses shall be submitted with all preliminary site plans.

6.2 Tree Removal Permit

No person directly or indirectly, shall cut down, destroy, top-off, remove or effectively destroy through damaging, any protected tree six (6) inches in diameter or larger, measured twenty-four (24) inches from the ground on any commercial, industrial or multi-family property within the City without first obtaining a Tree Removal Permit as provided by this section.

6.2.1 Permit Required

Protected trees shall not be removed prior to the issuance of a Tree Removal Permit until the Community Development Director or authorized designee, approves the removal due to the following:

1. The tree(s) are injured, dying, diseased or infested with harmful insects;
2. The tree(s) are in danger of falling, interfere with utility service or create unsafe vision clearance; or
3. The tree(s) in any manner create a hazardous or dangerous condition so as to endanger the public health, welfare or safety.

Utility companies shall be exempt from authorization of the Community Development Director when public health, welfare or safety of the general citizenship is in danger.

Under no circumstances shall the clear-cutting of protected trees six (6) inches or larger in diameter, measured twenty-four (24) inches from the ground on any property, other than single-family homesites, be allowed prior to the issuance of a Tree Removal Permit for the property. Any protected tree removed will be required to follow the guidelines of this ordinance.

6.3 Penalties

If any protected tree(s) are removed from any property, excluding single-family homesites, including any injury to a tree resulting from the owner's failure to follow required tree protection measures that causes or may reasonably be expected to cause the protected tree to die, the property owner shall be determined to be in violation of this ordinance.

6.4 Application

Tree Removal Permits shall be obtained by making application to the Community Development Department on a form provided by the City. Upon receipt of a proper application for a Tree Removal

Permit, the Community Development Director or his/her designee shall review the application and may conduct field inspections of the development.

The application for Tree Removal Permit, if required, shall be considered an integral part of the application for development plan approval, and no new development plan for any new development subject to the terms and provisions of this ordinance shall be approved without approval of said Tree Removal Permit.

SECTION 7.0 PARKING LOTS

All parts of a parking area or lot not occupied by parking spaces or driveways shall be landscaped with grass, shrubs, ground cover, and/or paved pedestrian paths. The following additional requirements are intended not only to improve the appearance of large paved areas, but also to provide for adequate circulation and drainage; and to help moderate wind, noise, and temperature extremes.

1. All outdoor parking areas having spaces for more than twenty (20) vehicles shall have landscaping within the perimeter of the parking area equal in area to not less than five (5%) percent of the total paved area. Within the Business Park Zoning District a minimum of one tree-island is required for every ten (10) parking spaces. A minimum of one tree per tree-island is required. This requirement may be counted toward the required five (5%) as stated above.
2. No parking space shall be located more than seventy (70) feet from a portion of the required landscaping.
3. One tree of at least two (2) inch caliper in size shall be provided within the perimeter of the parking area for each two hundred fifty (250) square feet of landscaping required.
4. Required or provided landscaping shall not obstruct the view of any vehicle backing areas or turning areas in a way so as to create a hazard.
5. All required or provided landscaping and trees shall be maintained in a clean, safe, and healthy condition.
6. The landscaping required in this section shall be provided in addition to the screening requirements of Paragraph 4.3 of this ordinance.

7. The requirements of (1) (2) and (3) of this section do not apply to vehicle display, storage or loading areas for businesses which sell or service vehicles, farm equipment, or for commercial or industrial parking areas intended specifically for trucks having a rated capacity of 26,000 pounds gross vehicle weight or more.

SECTION 8.0 INVASIVE PLANTS PROHIBITED

An invasive species is an alien species whose introduction does or is likely to cause economic or environmental harm or harm to human health. 'Alien species' means, with respect to a particular ecosystem, any species that is not native to that ecosystem. Alien species are also known as exotic, non-native, introduced, or non-indigenous species, and the term noxious or nuisance is sometimes used instead of "invasive" when these organisms cause harm. Although they are "natural" and because at times they can spread very slowly, over years or even decades, invasive species cause a range of problems. They can:

- threaten the survival of native plants and animals
- interfere with ecosystem functions
- hybridize with native species, resulting in negative genetic impacts
- spread easily in today's era of global commerce
- be difficult and costly to control
- impede industries and threaten agriculture
- be a significant drain on the economy
- endanger human health

Introducing or continuing invasive species of plants is prohibited by this ordinance. Invasive Plants prohibited by this Ordinance are shown in Appendix "B" attached hereto and incorporated by reference herein.

SECTION 9.0 SEVERABILITY CLAUSE

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

SECTION 10.0 REPEALER CLAUSE

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

SECTION 11.0 PUBLICATION

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

SECTION 12.0 PENALTY

Any person, firm or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Taylor, Texas, shall be subject to a fine not to exceed the sum of five hundred (\$500.00) for each offense, except however, where a different penalty has been established by state law for such offense the penalty shall be that fixed by state law, and for any offense which is a violating of any provision of law that governs fire safety, zoning, or public health and sanitation, including dumping of refuse, the penalty shall be a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day said violation is continued shall constitute a separate offense.

SECTION 13.0 INTRODUCTION

In accordance with Article VIII, Section 1 of the City Charter, this ordinance was introduced before the City Council on the ____ day of _____, 2010.

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

Rodney Hortenstine
Mayor
ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

APPENDIX A

PREFERRED PLANT LIST

(This list is a guide and is not meant to be exclusive)

EVERGREEN TREES (*Native)	HEIGHT (Feet)	FEATURES
Afghan Pine* <i>Pinus eldarica</i>	25-50	Fast growing, best pine for alkaline soils
Arizona Cypress <i>Cupressus arizonica</i>	30-75	Good heat and drought tolerance, aromatic foliage
Cherry Laurel* <i>Prunus caroliniana</i>	25-30	Screening plant, wildlife food
Deodar Cedar <i>Cedrus deodara</i>	40-50	Fine texture, needs drainage, spreads far and wide, resembles Colorado Blue Spruce
Japanese Black Pine <i>Pinus thunbergii</i>	20-30	Long dark green needles, develops erratic multibranched shapes, few serious insect or disease problems
Live Oak* <i>Quercus virginiana</i>	30-50	Oak wilt susceptible, some 1,000-year old live oaks in Texas
Loquat (Japanese Plum) <i>Eriobotrya japonica</i>	20-25	Large tropical-looking leaves, blooms late fall-early winter, no showy flowers but extremely fragrant, small accent tree
Pineapple Guava <i>Feijoa sellowiana</i>	15-18	Full sun, large grounded shrub or small tree, oval gray-green foliage, waxy white flowers with red stamens. Fruit tasty, with slight pineapple flavor
Southern Magnolia <i>Magnolia grandiflora</i>	60-70	Slow rate of growth while young, dark green leaves, large (8-12 inches) white flowers in late spring and early summer, fragrant, durable tree

Commercial Requirements Only

Yaupon Holly* <i>Ilex vomitoria</i>	15-20	Red berries in winter only from female plant, plant one male for each 10 females to insure pollination
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DECIDUOUS TREES/ LARGE SHRUBS (*Native)	HEIGHT (Feet)	FEATURES
Bald Cypress* <i>Taxodium</i> <i>distichum</i>	60-70	Cone-bearing, fall color dark rust-red, interesting winter twig character, foliage is medium-green, ferny and soft-textured.
Big Tooth Maple* <i>Acer</i> <i>grandidentatum</i>	20-30	Outstanding fall foliage, requires drainage
Bradford Pear <i>Pyrus calleryana</i> "Bradford"	30-40	Showy white spring flowers, brilliant coppery-red foliage in late fall, moderate-to-fast growth
Burr Oak* <i>Quercus</i> <i>macrocarpa</i>	50-60	Majestic large oak, yellow to brown fall color, insect and disease problems rare
Cedar Elm* <i>Ulmus crassifolia</i>	50-60	30-40 feet spread, good winter bark characteristics, good elm species for Texas landscapes
Chinquapin Oak* <i>Quercus</i> <i>muhlenbergii</i>	30-50	Tall, slender form, dark glossy lush foliage
Crepe Myrtle <i>Lagerstroemia</i> <i>indica</i>	12-20	Actually a large shrub, that must be trained into tree form by regular shoot removal from base of plant, good fall color if powdery mildew is kept under control
Desert Willow* <i>Chilopsis</i> <i>linearis</i>	15-25	Orchid-like blooms, not a true willow
Dogwood <i>Cornus florida</i>	20-30	Must have acid soil, pure white flowers most common, pink and red also available, attractive and showy

Commercial Requirements Only

Escarpment Cherry* <i>Prunus serotina</i>	20-30	Fall color, fruit for wildlife and jellies
Flameleaf Sumac* <i>Rhus copallina</i> and <i>Rhus glabra</i>	15-20	Brilliant fall color, may colonize
Golden Rain Tree <i>Koelreuteria</i> <i>paniculata</i>	25-30	Brilliant buttery yellow flowers in early summer, somewhat difficult to transplant successfully, excellent small shade tree

DECIDUOUS TREES/ LARGE SHRUBS (*Native)	HEIGHT (Feet)	FEATURES
Green Ash <i>Fraxinus pennsylvanica</i>	40-50	Moderate-to-fast rate of growth, dark green foliage, bright yellow fall color, erect, attractive growth
Lacey Oak* <i>Quercus glaucoides</i>	20-30	Small tree, peach colored foliage in spring and fall
Little Walnut* <i>Juglans microcarpa</i>	20-30	Small tree, strongly scented good for attracting wildlife
Mexican Buckeye* <i>Ungnadia speciosa</i>	10-15	Small tree, large shrub, pink spring flowers
Mexican Plum* <i>Prunus mexicana</i>	15-25	White spring blossoms, wildlife food, weak wood
Orchid Tree* <i>Bauhinia Spp.</i>	6-12	Small understory or patio tree, showy white blossoms
Pecan* <i>Carya illinoensis</i>	60-80	50-60 feet across, plant new improved varieties for better disease and insect resistance, large shade tree, regular spraying for good nut production
Possumhaw* <i>Ilex decidua</i>	12-15	Red winter berries, large shrub
Red Buckeye* <i>Aesculus pavia</i>	10-20	Good understory tree, requires deep well-drained soils
Redbud* <i>Cercis canadensis</i>	25-30	Outstanding spring color with pink blossoms being most common, holds flowers longer than most flowering trees, somewhat weak wooded
Shumard Red Oak* <i>Quercus shumardii</i>	50-60	Moderate rate of growth, good fall red foliage coloration, very tolerant of limestone soils, 40-60 feet across,

Commercial Requirements Only

		stately formal tree, grows well in variety of soil conditions
Texas Ash* <i>Fraxinus texensis</i>	40-50	Fast growing shade tree, exceptional fall color
Texas Persimmon* <i>Diospyros texana</i>	15-25	Wildlife food, multi-trunk
Texas Redbud* <i>Cercis canadensis</i> var. ' <i>Texensis</i> '	25-35	Adapts to a variety of soils, early pink blossoms, drought tolerant, excellent source of spring color
Vitex, Lilac Tree Vitex Agnes- castus	15-20	Late spring lavender blooms, small tree

EVERGREEN SHRUBS (*Native)		SUN	SHADE	FEATURES
Abelia <i>A. grandiflora</i>		X	X	Spreading shrub to 2 to 8 feet, bright white flowers, use as landscape accent, rock gardens, low hedge
Agarita* <i>Berberis trifoliolata</i>		X		Prickly leaves, fragrant flowers, bright red berries
Barbados Cherry* <i>Malpighia glabra</i>		X	X	Pale pink flowers, berries attract wildlife
Burford Holly <i>Ilex comuta</i> "Burfordii"		X	X	Glossy dark green foliage, red fruit
Century Plant Agave <i>Agave. Sp.</i>		X		Sends up flowering spikes 10-20 feet after 6-10 years of growth, gray-green foliage, require perfect drainage, leaves pointed and extremely sharp
Dwarf Burford Holly <i>Ilex comuta</i> "Burfordii nana"		X	X	Glossy leaves, berries not prominent
Dwarf Chinese Holly <i>Ilex comuta</i> "Rotunda nana"		X	X	Spiney foliage, no berries
Dwarf Yaupon Holly <i>Ilex vomitoria</i> "Nana"		X	X	Low mound-like shrub, no berries
Elaeagnus <i>Elaeagnus pungens</i>		X	X	Silver foliage, fragrant white fall flowers
Evergreen Sumac* <i>Rhus virens</i>		X	X	Glossy leaves, red fall color when mature
Indian Hawthorn <i>Raphiolepis indica</i>		X		Pink flowers, copper colored new foliage

Commercial Requirements Only

Japanese Aralia <i>Fatsia japonica</i>		X		Rounded shrub 6-8 feet, star shaped leaves give lush tropical appearance
Ligustrum, Privet <i>Ligustrum sp.</i>	X		X	Upright shrub 6-20 feet, bold, dark green waxy foliage, creamy white flowers in late spring, purple-black berries in fall/winter
Mountain Laurel* <i>Sophora secundiflora</i>	X		X	Showy fragrant purple flower, large shrub
Nandina <i>Nandina domestica</i>	X			Bright red berries, 4-6 feet in height, very adaptable, specimen plant, boarder, ground cover and mass plantings
Oleander <i>Nerium oleander</i>	X			Summer flowers in red, pink, white and pale yellow varieties, large shrub to 20 feet, all parts of plant poisonous
Pampas Grass <i>Cortaderia selloana</i>	X			Large clumping grass to 6-7 feet, taller when blooming, showy white flower plumes, good screen
Pittosporum <i>Pittosporum tobira</i> cv.	X			Glossy foliage and dense habit of growth, spreading shrub in varying heights, inconspicuous fragrant flowers
Red Yucca* <i>Hesperaloe parviflora</i>	X			Coral flower spike, not a true yucca
Rock Cotoneaster <i>Cotoneaster horizontalis</i>	X			Red fall fruit, small leaves
Rosemary <i>Rosmarinus officinalis</i>	X			Aromatic leaves
Sacahuista, Bear	X		X	Grass-like mounding clumps

Grass*

Nolina texana

Santolina X
(Lavendercotton)
Santolina sp.

Low spreading sub-shrub to 1-2 feet, fragrant foliage either intense gray or bright green, yellow flowers, commonly used in rock gardens, must have perfect drainage

Shore Juniper X
Juniperus conferta

Spreading, blue-green ground cover

Silverleaf X
Cotoneaster
Cotoneaster glaucophyllus

Silver leaves, red fall fruit

Texas Sage, X
Ceniza*
Leucophyllum frutescens

Rounded shrub 4-7 feet, beautiful orchid or lavender flowers, gray-green foliage, drought-resistant

Texas Sotol* X
Dasyllirion texanum

Long blade-like leaf with spines

SEMI-EVERGREEN SHRUBS (*Native)	SUN	SHADE	FEATURES
Cast Iron Plant <i>Aspidistra elatior</i>		X	Broad strap shaped leaves to 2 feet in height
Glossy Abelia <i>Abelia grandiflora</i>	X		Small pink flowers, glossy leaves
Muhly Grass* <i>Muhlenbergia lindheimen</i>	X		Looks like small pampas grass
Pineapple guava <i>Feijoa sellowiana</i>	X		Exotic fragrant flowers
Pomegranate <i>Punica granatum</i>	X	X	Orange flowers, yellow fall color
Primrose Jasmine <i>Jasminum mesnyi</i>	X		Yellow flowers, mounding form
Viburnum (Snowball) <i>Viburnum sp.</i>		X	Excellent shrub for shade, upright 5-15 feet, Flowers spring, with showy white clusters, few if any insect and disease pests

DECIDUOUS SHRUBS (*Native)	SUN	SHADE	FEATURES
Althaea <i>Hibiscus syriacus</i>	X		Showy summer flowers
American Beautyberry* <i>Callicarpa americana</i>	X	X	Purple fruit in autumn, wildlife food
Aromatic Sumac* <i>Rhus aromatica</i>	X	X	Red berries in late spring, brilliant fall foliage
Arrowwood* <i>Viburnum dentatum</i>	X	X	Spring flowers, fall color
Black Dalea* <i>Dalea frutescens</i>	X		Purple summer flowers, fine foliage
Butterfly Bush* <i>Buddleia davidii</i>	X		Lavender/lilac flowers, small fuzzy leaves
Texas Lantana* <i>Lantana horrida</i> and <i>Lantana camara</i>	X		Good summer color, many varieties
Trailing Lantana* <i>Lantana montevidensis</i>	X	X	Lilac colored flowers summer through fall

EVERGREEN VINES & SUN GROUNDCOVERS (*Native)		SHADE	FEATURES
Ajuga <i>Ajuga reptans</i>		X	Heights 2-6 inches, low-growing rosetting plant with spoon-shaped dark green leaves, intense blue flowers, requires good drainage
Asian Jasmine <i>Trachelospermum asiaticum</i>	X	X	Low vigorous groundcover
Bigleaf Periwinkle <i>Vinca major</i>		X	Loose groundcover, blue flowers
Carolina Jessamine* <i>Gelsemium sempervirens</i>	X	X	Fragrant yellow flowers in spring
Coral Honeysuckle* <i>Lonicera sempervirens</i>	X	X	Coral flowers, red fruit, attracts wildlife
Cross Vine* <i>Bignonia capreolata</i>	X	X	Climbs by twining leaf tendrils and sticky disc tips reaching up to 50 feet, beautiful trumpet-shaped 2 inches long flowers with red inside and yellow outside
Damianita* <i>Chrysactinia mexicana</i>	X		Yellow flowers, low growing to 12 inches in height
Fig Ivy, Climbing Fig <i>Ficus pumila</i>		X	Clinging vine to 20-30 feet, fine texture,
Lady Banksia Rose <i>Rosa banksiae</i>	X		Yellow spring flowers, large cascading form
Liriope		X	Purple spike flowers,

<i>Liriope muscari</i>		clump-like foliage 12-18 inches high, dark green grass-like leaves
Littleleaf Periwinkle <i>Vinca minor</i>	X	Blue flowers, groundcover
Mock Strawberry (Yellow) <i>Duchesnea indica</i>	X	Height 4-8 inches, sends out runners profusely, bright yellow flowers, followed by bright red marble-sized flavorless fruit
Mondograss, Monkey Grass <i>Ophiopogon japonicus</i>	X	Tufted grass-like groundcover, very dependable and aggressive ground cover

EVERGREEN VINES & GROUNDCOVERS (*Native)	SUN	SHADE	FEATURES
Oregano <i>Origanum vulgare</i>	X	X	Perennial, spreading herb
Passionflower, Blue <i>Passiflora caerulea</i>	X		Multi-petalled blue flowers, does best in loose garden soil and ample moisture
Santolina <i>S. chamaecyparissus</i>	X		Fine textured, aromatic foliage
Star Jasmine, Confederate Jasmine <i>Trachaelospermum jasminoides</i>	X		Attractive vine to 12-18 feet, may suffer winter burn , glossy dark green foliage, flowers in spring are bright white, one inch across, pinwheel and deliciously fragrant
Stonecrop <i>Sedum spp.</i>	X	X	Low, fast growing groundcover

DECIDUOUS VINES & GROUNDCOVERS (*Native)	SUN	SHADE	FEATURES
Boston Ivy* <i>Parthenocissus</i> <i>tricuspidata</i> "Veitchii"	X	X	Red fall color, clinging vine
Bush Morning Glory <i>Ipomoea</i> <i>leptophylla</i>	X	X	Forms 1-1/2 feet to 3 feet mounds of foliage, lavender to purple flowers in June and July
Coral Vine, Queen's Wreath, <i>Rosa de montana</i> <i>Antigonon leptopus</i>	X		Stands heat and sun very well, fast growing vine to 35-40 feet, bright showy pink flower clusters, dark green foliage, keep well water during prolonged drought
Cypress vine <i>Ipomoea quamoclit</i>	X		Red tube-like flowers, twining vine, annual
Gregg Dalea* <i>Dalea greggii</i>	X	X	Purple flowers in fall, groundcover
Mustang Grape <i>Vitis mustangensis</i>	X	X	Climbs by tendrils, large and vigorous vine 15-25 feet, grown for edible fruit, grown on patio roofs for shade and to soften impact of long fences
Old Man's Beard <i>Clematis</i> <i>Drummondii</i>	X	X	Twining vine, feathery seeds
Passion Vine* <i>Passiflora</i> <i>incarnata</i>	X	X	Lavender flowers, edible fruit
Sweet Autumn <i>Clematis</i> <i>Clematis</i> <i>paniculata</i>	X		Fragrant fall flowers, twining vine

Commercial Requirements Only

Trumpet Vine* <i>Campsis radicans</i>	X	X	Orange-scarlet flowers, invasive
Virginia Creeper* <i>Parthenocissus</i> <i>quinquefolia</i>	X	X	Red fall color, clinging vine
Wisteria <i>Wisteria sinensis</i>	X		Vigorous vine to 30-45 feet, blooms like bunches of grapes, flowers most commonly fragrant lilac- purple, white and blue variety available, needs strong support

FLOWERING PERENNIALS (*Native)	SUN	SHADE	FEATURES
Artemisia* <i>Artemisia ludoviciana</i>	X		Aromatic foliage, white fuzzy leaves
Black-eyed Susan* <i>Rudbeckia hirta</i>	X	X	Yellow dark-centered daisy, flowers May to September
Blackfoot Daisy* <i>Melampodium leucanthum</i>	X		Short white daisy flowers all summer long
Butterfly Weed* <i>Asclepias tuberosa</i>	X	X	Orange/yellow flowers, attracts butterflies
Canna Lilly <i>Canna x generalis</i>	X		Banana-like foliage blooms in summer
Cedar Sage* <i>Salvia roemeriana</i>		X	Red flowers, naturalizes
Cherry Sage* <i>Salvia greggii</i>	X	X	Red, pink or white flowers
Cigar Plant <i>Cuphea micropetala</i>	X		Orange-yellow fall flowers
Coreopsis* <i>coreopsis lanceolata</i>	X		Yellow spring and fall flowers, clumping
Daylilly <i>Hemerocallis fulva</i>	X		Orange/yellow funnel-shaped flower
Fall Aster <i>Aster frikartii</i>	X	X	Purple autumn flowers
Firebush <i>Hamelia patens</i>	X		Red-orange flowers, red fall color
Gayfeather* <i>Liatris spp.</i>	X		Purple flower spikes in autumn
Hinckley's columbine		X	Bright yellow flowers in spring

Commercial Requirements Only

Aquilegia
Hinckleyana

Lamb's Ears <i>Stachys byzantina</i>	X		Unique foliage, low growing
Maximillian Sunflower* <i>Helianthus Maximiliana</i>	X		Yellow flower, late summer to fall
Mealy Blue Sage* <i>Salvia farinacea</i>	X		Blue flower spikes spring and summer
Mexican Bush Sage <i>Salvia leucantha</i>	X		Tall purple flower spikes
Mexican Heather <i>Cuphea hyssopifolia</i>	X		Tiny purple, pine or white flowers
Mexican Marigold Mint <i>Tagetes lucida</i>	X	X	Yellow fall flowers, anise flavored foliage
Mexican Oregano <i>Poliomintha longiflora</i>	X		lavender/pink flowers, aromatic
Oxeye Daisy <i>Chrysanthemum leucanthemum</i>	X		White early summer flower, yellow center
Peruvian Verbena <i>Verbena peruviana</i>	X		Pink, purple, red or white flowers
Pink Skullcap <i>Scutellaria suffrutescens</i>	X	X	Pink flowers in summer, low growing
Plumbago <i>Plumbago auriculata</i>	X	X	low growing, blue flowers
Purple Coneflower* <i>Echinacea purpurea</i>	X	X	Purple daisy-like flowers
Rose Mallow* <i>Pavonia</i>	X	X	Pink hibiscus-like flowers

lasiopetala

Scarlet Sage* <i>Salvia coccinea</i>	X	X	red, pink or white flowers, spring to fall
Spiderwort* <i>Tradescantia</i> <i>Andersoniana</i>	x	X	Purple-blue flowers, informal ground cover
Turk's Cap* <i>Malvaviscus</i> <i>arboreus</i> "Drummondii"	X	X	Red flowers and fruit, colonizing
Wild Petunia <i>Ruellia nudiflora</i>		X	Purple flowers from March to December
Yarrow <i>Achillea</i> <i>millefolium</i>	X	X	Off white flowers, pink variety available

TURF & LOW GRASSES (*Native)	SUN	SHADE	FEATURES
Bermuda <i>Cynodon dactylon</i>	X		Seed or hybrid sod
Blue Grama* <i>Bouteloua gracilis</i>	X		Seed, fine-leaf tufted grass, good meadow grass
Buffalograss* <i>Buchloe</i> <i>dactyloides</i>	X		Many seed varieties, sod available in '609' and Prairie hybrids
Little Bluestem* <i>Schizachyrium</i> <i>scoparium</i>	X		Seed, blue-green, fine texture
Side Oats Gramma* <i>Bouteloua</i> <i>curtipendula</i>	X		Seed, Texas State Grass

APPENDIX B

INVASIVE PLANTS

Common Name

Scientific Name

Prohibited Trees

American Sweetgum	<i>Liquidambar styraciflua</i>
Arizona Ash	<i>Fraxinus velutin</i>
Bois d'arc	<i>Maclura pomifera</i>
Boxelder Maple	<i>Acer negundo</i>
Brazilian Peppertree	<i>Schinus terebinthifolious</i>
Chinaberry	<i>Melia azedarach</i>
Chinese Parasol Tree	<i>Firmiana simplex</i>
Chinese Pistache	<i>Pistacia chinensis</i>
Chinese Tallow Tree	<i>Triadica sebifera</i>
Elephant Ear	<i>Alocasia spp., Colocasia spp.</i>
Eucalyptus (all)	<i>Eucalyptus</i>
Euonymus (all)	<i>Euonymus</i>
Hackberry	<i>Celtis occidentalis</i>
Honey Locust	<i>Gleditsia triacanthos</i>
Honeysuckle (all)	<i>Lonicera</i>
Japanese Zelkova	<i>Zelkova serrata</i>
Juniper (males)	<i>Juniperus</i>
Leland Cypress	<i>Cupressocyparis leylandii</i>
Lombardy Poplar	<i>Populus nigra</i>
Mesquite	<i>Prosopis glandulosa</i>
Mimosa, Silk Tree	<i>Albizzia julibrissin</i>

Monkey Puzzle	<i>Araucaria araucana</i>
Mulberry (all)	<i>Morus</i>
Olive	<i>Olea, Elenganus</i>
Paulownia	<i>Paulownia tomentosa</i>
Red-Tipped Photinia	<i>Photinia x fraseri</i>
Silver Maple	<i>Acer saccharinum</i>
Sycamore	<i>Platanus occidentalis</i>
Tree of Heaven	<i>Ailanthus altissima</i>

Prohibited Shrubs

Camelthorn	<i>Alhagi camelorum</i>
Chinese Photinia	<i>Photinia spp</i>
Common Privet	<i>Ligustrum sinense, L. vulgare</i>
Japanese Ligustrum	<i>Ligustrum lucidum</i>
Nandina (berrying varieties)	<i>Nandina domestica</i>
Pyracantha	<i>Pyracantha spp</i>
Russian Olive	<i>Elaeagnus angustifolia</i>
Saltceder	<i>Taramix spp.</i>
Wax Leaf Ligustrum	<i>Ligustrum japonicum</i>

Prohibited Vines

Balloon Vine	<i>Cardiospernum halicacabum</i>
Cat's Claw Vine	<i>Macfadyena unguis-cati</i>
English Ivy	<i>Hedera helix</i>
Japanese Dodder	<i>Cuscuta japonica</i>
Japanese Honeysuckle	<i>Lonicera japonica</i>
Kudzu	<i>Pueraria lobata</i>
Vinca	<i>Vinca major, V. Minor</i>

Wisteria (non-native)	<i>Wisteria sinensis</i> , <i>W. floribunda</i>
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Other Prohibited Plants

African feathergrass	<i>Pennisetum macrourum</i>
Alligator Weed	<i>Alternanthera philoxeroides</i>
Ambulia	<i>Limnophila sessiliflora</i>
Animated oat	<i>Avena sterilis</i>
Argentine screwbean	<i>Prosopis strombulifera</i>
Benghal dayflower	<i>Commelina benghalensis</i>
Brazilian satintail	<i>Imperata brasiliensis</i>
Broomrape	<i>Orobanche ramosa</i>
Chinese waterspinach	<i>Ipomoea aquatica</i>
Coatbuttons	<i>Striga</i>
Cogongrass	<i>Imperata cylindrica</i>
Common crupina	<i>Crupina vulgaris</i>
Crofton weed	<i>Ageratina adenophora</i>
Devil's thorn	<i>Emex spinosa</i>
Duck lettuce	<i>Ottelia alismoides</i>
Elephant Ear	<i>Alocasia</i> spp., <i>Colocasia</i> spp
Eurasian Watermilfoil	<i>Myriophyllum spicatum</i>
Exotic bur-reed	<i>Sparganium erectum</i>
Giant Cane	<i>Arundo donax</i>
Giant Duckweed	<i>Spirodela oligorrhiza</i>
Giant Hogweed	<i>Heracleum mantegazzianum</i>
Giant Reed	<i>Arundo donax</i>
Giant salvinia	<i>Salvinia molesta</i>
Goatsrue	<i>Galega officinalis</i>

Hedge Bindweed	<i>Calystegia sepium</i>
Holly Fern	<i>Cyrtomium falcatum</i>
Hydrillia	<i>Hydrilla verticillata</i>
Itchgrass	<i>Rottboellia cochinchinensis</i>
Johnson Grass	<i>Sorghum halepense</i>
Kikuyugrass	<i>Pennisetum clandestinum</i>
Kodo-millet	<i>Paspalum scrobitulatum</i>
Kyasuma-grass	<i>Pennisetum pokystachion</i>
Lagarosiphon	<i>Lagarosiphon major</i>
Liverseed grass	<i>Urochloa panicoides</i>
Melaleuca	<i>Melaleuca quinquenervai</i>
Mile-a-minute	<i>Mikania micrantha</i>
Miramar weed	<i>Hygrophila polysperma</i>
Mosquito fern	<i>Azolla pinota</i>
Murain-grass	<i>Ischeaemum rugosum</i>
Oklahoma Yellowbelly	<i>Ventercroceus oklahomensis</i>
Onionweed	<i>Asphodelus fistulosus</i>
Paperbark	<i>Melaleuca quinquenervia</i>
Pickerel weed	<i>Monochoria vaginalis</i>
Purple Loosestrife	<i>Lythrum salicaria</i>
Red rice	<i>Oryza rufipogon</i>
Rooted Waterhyacinth	<i>Eichhornia azurea</i>
Running Bamboo	<i>Phyllostachys aurea</i>
Salvinia	<i>Salvinia</i> spp.
Serrated Tussock	<i>Nasella trichotoma</i>
Sessile joyweed	<i>Alternanthera sessilis</i>
Syrian mesquite	<i>Prosopis farcta</i>

Three cornered jack	<i>Emex australis</i>
Tornillo	<i>Prosopis reptans</i>
Torpedograss	<i>Panicum repens</i>
Tropical Soda Apple	<i>Solanum viarum</i>
Turkeyberry	<i>Solanum torvum</i>
Velvet fingergrass	<i>Digitaria absynnicia</i>
Water Hyacinth	<i>Eichhornia crassipes</i>
Water Lettuce	<i>Pistia stratiotes</i>
Water Spinach	<i>Ipomoea aquatic</i>
Wetland Nightshade	<i>Solanum tampicense</i>
Wild safflower	<i>Carthamus oxyacathansus</i>
Wormleaf salsola	<i>Salsola vermiculata</i>



City Council Meeting
June 10, 2010
Agenda Item Transmittal

Agenda Item #: 7
Agenda Title: Consider introducing Ordinance 2010-19 amending the Peddler's Ordinance.

Council Action to be taken: Introduce

Initiating Department: Police Department

Staff Contact: Jeff Straub, Interim Asst City Mgr/Police Chief

1. INTRODUCTION/PURPOSE

The purpose of this amendment is to enact a prohibition of all solicitors from contacting residents that display the prescribed "no solicitors" sign. This is basically a "housekeeping issue" to reinforce the original intent of the ordinance.

2. DESCRIPTION/ JUSTIFICATION

Previously under Ordinance 2003-5, those exempt from a permit (Exemptions Sec. 4) were exempted from the constraints of the entire chapter. It is our intent to prohibit all solicitors from contacting those that display "no solicitors" signs.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends introduction and subsequent approval.

6. REFERENCE FILES

7a Ordinance 2010-19
7b Ordinance 2003-5

ORDINANCE NO. 2010-19

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ORDINANCE NO. 2003-5 REQUIRING COMPLIANCE WITH SECTION 9 OF THE ORDINANCE BY THOSE PERSONS OR ENTITIES OTHERWISE EXEMPTED FROM THE ORDINANCE BY SECTION 4; AMENDING SECTION 9 REQUIRING COMPLIANCE BY THOSE PERSONS OR ENTITIES OTHERWISE EXEMPTED FROM THE ORDINANCE BY SECTION 4; ADDING EXEMPTIONS; AMENDING SECTION 10.1 REGARDING SALES ON PRIVATE PROPERTY; PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the City of Taylor, Texas adopted Ordinance No. 2003-5, that regulates Peddlers and Solicitors; and

WHEREAS, the City desires that all persons or entities otherwise exempted from the Ordinance by Section 4 to comply with Section 9 of the Ordinance.

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

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

SECTION 2. Section 4. "Exemptions" shall be amended to read as follows:

SECTION 4. EXEMPTIONS

The provisions of this Ordinance, except to the provisions set forth in Section 9, do not apply to public utility companies or others operating under franchises granted by the City, nor to insurance salesmen, distributors of newspapers, real estate salesmen, companies licensed by the State of Texas allowing solicitations such as alarm companies, religious organizations, political organizations that are subject to state financial disclosure laws, political candidates, religious proselytizing, door to door advocacy of a political cause, and distribution of handbills and canvassing unrelated to Home Solicitation Transactions. Notwithstanding anything stated in this Ordinance to the contrary, those persons or entities otherwise exempted under this Ordinance shall be required to comply with Section 9

of this Ordinance.

SECTION 3. Section 9. "Exhibiting Card Prohibiting Solicitors and/or Handbills," shall be amended to read as follows:

SECTION 9. EXHIBITING CARD PROHIBITING SOLICITORS AND/OR HANDBILLS

- 9.1. A person desiring that no merchant or other person, or any person or entity otherwise exempted from this Ordinance, not engage in a charitable or non-charitable solicitation, or home solicitation or not place handbills or other advertisement at such person's residence, shall exhibit in a conspicuous place upon or near the main entrance to the residence a weatherproof card, not less than three inches by four inches (3" x 4") in size containing the words, "NO SOLICITORS". The letters shall not be less than two-thirds of an inch (2/3") in height. No person or entity whether or not otherwise exempted by this Ordinance shall engage in a charitable or non-charitable solicitation, a home solicitation or affix, deposit, or otherwise leave handbills on or about residences displaying a "NO SOLICITORS" card or otherwise violate a sign posted in accordance with this provision.
- 9.2. Every merchant or other person or entity, whether or not otherwise exempted from this Ordinance, intending to engage in a charitable or non-charitable solicitation or to place handbills, going onto any premises upon which a residence is located shall first examine the residence to determine if any notice prohibiting soliciting is exhibited upon or near the main entrance to the residence. If notice-prohibiting soliciting is exhibited, the merchant, persons or entities shall immediately depart from the premises unless the visit is the result of a request by the occupant.
- 9.3. No merchant, person or entity whether or not otherwise exempted from this Ordinance shall go upon any residential premises and ring the doorbell, or rap or knock upon the door, or create any sound in a manner calculated to attract the attention of the occupant of the residence for the purpose of securing an audience with the occupant and engaging in or attempting to engage in a charitable solicitation, non-charitable solicitation or Home

Solicitation Transaction, or place handbills if a card as described in (a) above is exhibited in a conspicuous place upon or near the main entrance to the residence, unless the visit is a result of a request by the occupant.

SECTION 4. Section 10.1 of Ordinance 2003-5 is amended to read as follows:

10.1. It shall be unlawful for any person to peddle, solicit, engage in Consumer Transactions, sell, offer for sale, or exhibit for sale any merchandise upon any public sidewalk, City Park, public property, street, street right-of-way, parkway, or other public right-of-way ("City Property"), except that it shall be lawful for any person to engage in mobile vending operation involving food products upon any street, public street, street right-of-way, provided such person has previously obtained a solicitor's permit and a health permit from the City or other proper health authority and under the conditions set forth in this Ordinance. Notwithstanding, charitable organizations having a charitable purpose, as defined in Section 16, after being properly registered shall be entitled to solicit, sell, offer of sale, or exhibit for sale, merchandise or solicit funds on City Property, provided the Taylor City Council has authorized the soliciting or sales prior to the solicitation or sales on City Property. Sales of products and service on private property are not permitted without the prior written consent from the private property owner and must be allowed under the zoning and other ordinances applicable to the private property. Persons or entities selling products or services from private property must comply with this Ordinance or must be permitted by other ordinances not requiring compliance with this Ordinance

SECTION 5.

All provisions of Ordinance No. 2003-5 as written and as previously amended shall remaining effect and is amended only as stated herein.

SECTION 6.

If any word, phrase, paragraph, section or phrase of this Ordinance to be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a

whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid

SECTION 7. 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 May, 2010.

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

Rodney Hortenstine, Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

Witness my hand and seal of office this the _____ day of

_____, 2010.

Susan Brock
City Clerk

ORDINANCE NO. 2003-5

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, PROVIDING REGULATIONS FOR PEDDLERS AND SOLICITORS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE, EXCEPT WHERE A DIFFERENT PENALTY HAS BEEN ESTABLISHED BY STATE LAW FOR SUCH OFFENSE, OR FOR ANY VIOLATION OF ANY PROVISION WHICH GOVERNS PUBLIC HEALTH OR SANITATION WHICH SHALL BE PUNISHED BY PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE.

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

SECTION 1. PERMIT; REGISTRATION REQUIRED

No person, directly or through an agent, shall solicit funds for Home Solicitation Transactions or engage in Home Solicitation Transactions without first having obtained a written permit, or shall solicit funds for Charitable Purposes without first having registered with the City.

SECTION 2. NON-CHARITABLE SOLICITATIONS PERMIT

- 2.1. Any person desiring, directly or through an agent, to solicit funds for Home Solicitation Transactions or engage in Home Solicitation Transactions within the City shall make written application on a form provided by the City to the Chief of Police for a permit which application shall include at least the following:
 - A. The name of the applicant;
 - B. Whether the applicant is a natural person, partnership, corporation, or association; and,
 1. If a natural person, the Applicant's full name; residence and business address, telephone number, driver's license number and state of issuance and social security number.
 2. If a partnership, the name and address of all partners, and the principal business address.
 3. If a corporation, the date and place of incorporation, the mailing address, business address, telephone number, name of the main individual in charge of the local office of the corporation, if any, and the names of all officers, directors or trustees of the corporation.

4. If an association, the association's business address and telephone number, the names, business or residence address and telephone number of all members of the association unless they exceed ten (10) in number, in which case the applicant may alternatively list the names, business or residence address and telephone number of the officers and directors or trustees of the association. If the association is part of multi-state organization or association, the address of its central office and local address of the parent organization.
- C. The names, mailing address and telephone number of all individuals who will be in direct charge or control of the solicitation;
- D. The time period within which the solicitation is to be made, giving the date of the beginning of solicitation and its conclusion; and how often the applicant will solicit during the specified time period;
- E. A description of methods and means by which the solicitation is to be accomplished;
- F. Names of any other cities in which the applicant has made solicitations during the previous twelve (12) months;
- G. The nature of the merchandise to be sold or offered for sale, or the nature of the service to be furnished;
- H. Whether applicant will demand, accept, or receive payment or the deposit of money in advance of final delivery;
- I. If the applicant is unable to provide any of the foregoing information, an explanation of the reasons why the information is not available;
- J. Name, address, telephone number and social security numbers of each adult who will be responsible for supervising any juvenile solicitor (under 17 years of age);
- K. When the applicant will be represented by more than one (1) person, the applicant shall include the name, address and telephone number for each solicitor employed, and a permit is required for each person who will solicit for the applicant;
- L. Whether the applicant, or any person employed by applicant, or any person who applicant will use to solicit for applicant has ever been convicted of a felony or a misdemeanor involving moral turpitude.
- M. Any applicant who will sell or solicit on private property shall have written permission from the property owner of the property from which sales, solicitations or Consumer Transactions will occur, and such written permission must be presented at

the time of the application for a permit.

- N. A surety bond approved by the City bonding applicant to reimburse the City for damages caused by applicant during the time applicant is permitted by the City, shall be presented at the time of application. The bond will be in an amount no less than \$500.00, but a larger bond may be required depending on the nature and type of the application and solicitation of applicant.
 - O. A sales tax permit properly issued by the Texas Comptroller of Public Accounts or evidence that the Applicant is exempt from the collection of sales tax.
- 2.2. The applicant must sign the application if the person is an individual; if the person applying is a partnership, by the partner in charge with the disbursement of funds; if the person applying is a corporation or an association, by its officer charged with disbursement of funds. Applicant shall also provide satisfactory written proof of authority to represent the company or individual. The individual signing the application must acknowledge that the applicant has carefully read the application and that all the information contained therein is true and correct.
 - 2.3. A non-refundable permit fee established by resolution of the City Council shall accompany the application and no permit hereunder shall be issued until the applicant has paid the fee. A permit fee shall be required for each person making a solicitation for the applicant.
 - 2.4. The Chief of Police or designee of the Chief of Police shall be entitled to deny any application or permit unless the application has been properly completed, complies with all the terms and provisions required in this Ordinance and has been deemed approved in all respects by the Chief of Police or his designee. In no event shall an applicant be approved unless there is compliance with the requirement stated in Paragraph L above.

SECTION 3. CHARITABLE SOLICITATIONS REGISTRATION

- 3.1. All persons desiring to solicit funds for Charitable Purposes, as defined in Section 16, in the City shall file with the Chief of Police a registration statement on forms provided by the City. The Chief of Police is authorized to verify and confirm the Charitable Purpose before issuing a permit.
- 3.2. The solicitation of funds for Charitable Purposes by an organization or association from its members, or the solicitation of funds for Charitable Purposes by persons when such solicitation occurs on premises owned or controlled by the person soliciting funds, or with the permission of the person who owns or controls the premises, or when previously invited to the premises for solicitation, is exempt from this Ordinance.

SECTION 4. EXEMPTIONS

The provisions of this Ordinance do not apply to public utility companies or others operating under franchises granted by the City, nor to insurance salesmen, distributors of newspapers, real estate salesmen, religious organizations, political organizations that are subject to state financial disclosure laws, political candidates, religious proselytizing, door to door advocacy of a political cause, and distribution of handbills and canvassing unrelated to Home Solicitation Transactions.

SECTION 5. ISSUANCE OF PERMIT; CERTIFICATE OF REGISTRATION; DISPLAY

- 5.1. After review of the registration or permit application, as the case may be, to determine compliance with this Ordinance, and within ten (10) working days of the receipt of the application, the Chief of Police or designee shall either issue a certificate of registration or permit, as provided in this Ordinance, or notify the applicant that the application for registration or permit does not comply with the requirements of this Ordinance and specifically identify what information or explanation has not been furnished that is required before a permit or certificate of registration can be issued. The registration certificate and permit shall contain the time period for which solicitation has been permitted.
- 5.2. It shall be unlawful for any person to engage in charitable or non-charitable solicitations without having the permit or registration provided by the City visibly displayed on the upper front portion of such person. It shall be unlawful for any person engaged in charitable or non-charitable solicitations to fail or refuse to show or display such permit or registration upon the request of any person demanding the same. It shall be unlawful for any person to display a permit or registration which has expired, been revoked or which has been issued by the City for another person.

SECTION 6. REVOCATION; APPEAL

- 6.1. Failure to comply with any of the provisions of this Ordinance shall constitute grounds for revocation of any permit or registration issued in accordance with the provisions of this Ordinance.
- 6.2. Any person whose application for a permit or registration has been denied or whose registration or permit is revoked may appeal such action to the City Manager, or designee, by submitting a written request to the City Manager's office within ten (10) working days after denial or revocation as the case may be. A hearing shall be held within fifteen (15) working days after the date of receipt of the notice of appeal. The City Manager, or designee, shall render a decision within one (1) day of the hearing. The decision of the City Manager or designee shall be final.

SECTION 7. TRANSFER OF PERMIT PROHIBITED

A permit or registration issued under the provisions of this Ordinance shall not be assigned or transferred to any person, corporation, association, or other entity. Any attempt to assign or transfer a permit or registration issued by the City shall be cause for revocation.

SECTION 8. HOURS OF SOLICITATION

- 8.1. It shall be unlawful for any person to place or leave a handbill or to conduct a charitable or non-charitable solicitation or to solicit funds or go upon any residential premises and ring the doorbell, or rap, or knock upon the door, or create any sound in a manner calculated to attract the attention of the occupant of the residence for the purposes of engaging in or attempt to engage in a Home Solicitation or engage in any Consumer Transaction:
- A. For no more than three days in a calendar week, before 9:00 AM or after 8:00 PM, Monday through Saturday, but in no event on Sunday.
 - B. At any time on a Sunday, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or Christmas Day.
- 8.2. This Ordinance does not apply if the vendor or solicitor is on the property by prior invitation of the resident or occupant of the premises.

SECTION 9. EXHIBITING CARD PROHIBITING SOLICITORS AND/OR HANDBILLS

- 9.1. A person, desiring that no merchant or other person engage in a charitable or non-charitable solicitation, or home solicitation or place handbills or other advertisement at such person's residence, shall exhibit in a conspicuous place upon or near the main entrance to the residence a weatherproof card, not less than three inches by four inches (3" x 4") in size containing the words, "NO SOLICITORS". The letters shall not be less than two-thirds of an inch (2/3") in height. No person shall engage in a charitable or non-charitable solicitation, a home solicitation or affix, deposit, or otherwise leave handbills on or about residences displaying a "NO SOLICITORS" card.
- 9.2. Every merchant or other person intending to engage in a charitable or non-charitable solicitation or to place handbills, going onto any premises upon which a residence is located shall first examine the residence to determine if any notice prohibiting soliciting is exhibited upon or near the main entrance to the residence. If notice-prohibiting soliciting is exhibited, the merchant shall immediately depart from the premises unless the visit is the result of a request by the occupant.
- 9.3. No person shall go upon any residential premises and ring the doorbell, or rap or knock upon the door, or create any sound in a manner calculated to attract the attention of the occupant of the residence for the purpose of securing an audience with the occupant and engaging in or

attempting to engage in a charitable solicitation, non-charitable solicitation or Home Solicitation Transaction, or place handbills if a card as described in (a) above is exhibited in a conspicuous place upon or near the main entrance to the residence, unless the visit is a result of a request by the occupant.

SECTION 10. SALE OF MERCHANDISE ON CITY PROPERTY, PUBLIC RIGHT-OF-WAY; CITY PARKS; MOBILE VENDORS

- 10.1. It shall be unlawful for any person to peddle, solicit, engage in Consumer Transactions, sell, offer for sale, or exhibit for sale any merchandise upon any public sidewalk, City Park, public property, street, street right-of-way, parkway, or other public right-of-way ("City Property"), except when conducted on Public Property adjacent to and contiguous with a permanent place of business owned or operated by a merchant regularly conducting retail sales from such place of business and in compliance with all other laws and regulations pertaining to use of such Public Property. Notwithstanding, charitable organizations having a charitable purpose, as defined in Section 16, after being properly registered shall be entitled to solicit, sell, offer of sale, or exhibit for sale, merchandise or solicit funds on City Property, provided the Taylor City Council has authorized the soliciting or sales prior to the solicitation or sales on City Property.
- 10.2. No person shall engage in or attempt to engage in any mobile vending operation involving food products, on any public street that is not residential in character or on any street that includes four (4) or more marked traffic lanes or within any City Park.
- 10.3. No person shall engage in or attempt to engage in any mobile vending operation involving food products unless such person has in his or her immediate possession a valid solicitor's permit and health permit issued by the City or other proper health authority.
- 10.4. Any person engaged in or who attempts to engage in mobile vending operations involving food products shall stop the motor vehicle only in immediate response to a direct request from a potential customer and for a period not to exceed fifteen (15) minutes.
- 10.5. Any person engaged in mobile vending operations involving food products shall comply with all traffic laws and parking regulations. Sales and deliveries of products shall not be made from any part of the vehicle away from the curbside.

SECTION 11. HANDBILLS ON PUBLIC PROPERTY

It shall be unlawful for any person to paste, stick, or place any advertisement, handbill, placard, printed matter, pictures, or written matter or any device for advertising purposes upon any fence, railing, sidewalk, telephone, electric light or public utility pole, City Property or other public property, or to knowingly permit the same to be done.

SECTION 12. CHARITABLE SOLICITATIONS ON PUBLIC RIGHTS-OF-WAY

Persons holding a charitable solicitation registration certificate may conduct charitable solicitations in and upon public rights-of-way within the City, subject to the following:

- A. No charitable solicitations shall be conducted upon or within the right-of-way of any streets or roadways that are designated, a state highway or farm to market road.
- B. Persons planning to conduct charitable solicitations in or upon public rights-of-way shall at the time of application for a registration certificate, identify in writing to the Chief of Police, all locations for the planned solicitations for review of safety conditions and approval prior to any such solicitation, with such approval subject to revocation based on traffic safety conditions.
- C. Charitable solicitations shall be conducted only during hours of daylight and shall be conducted no more than one consecutive thirty-six (36) hour period each year per organization.
- D. No person under eighteen (18) years of age shall conduct any solicitation in or upon public rights-of-way.
- E. Applicants for a charitable solicitation certificate of registration who contemplates conducting any solicitation in or upon public rights-of-way shall, prior to conducting any such solicitation, furnish the City with a certificate of insurance complying with the standards established by the City and execute a waiver of liability in favor of the City on a form provided by the City.
- F. Persons conducting such solicitations shall, at all times during which the solicitation is being conducted, wear traffic safety vests.
- G. Each organization conducting charitable solicitations in or upon public rights-of-way shall designate a person to be in charge of and responsible for each intersection and/or portion of public right-of-way upon which such solicitation is to be conducted.

SECTION 13. EXPIRATION OF SOLICITATION PERMIT OR REGISTRATION

Each certificate of registration or solicitation permit issued by the City shall expire at the termination of the period specified in the certificate or permit or six months from the date of issuance, whichever is earlier.

SECTION 14. FALSE INFORMATION

It shall be unlawful for any person to file a false application for a solicitation permit or registration certificate with the City.

SECTION 15. PROHIBITED CONDUCT

A person engaged in a charitable or non-charitable solicitation shall not:

- A. misrepresent the purpose of the solicitation or offer to sell;
- B. misrepresent the affiliation of the vendor or solicitor;
- C. continue efforts to sell or solicit from an individual once that individual informs the vendor or solicitor that he does not wish to give anything to or to buy anything from that vendor or solicitor.
- D. represent the issuance of any permit or registration by the City as an endorsement or recommendation of the sale of solicitation;
- E. solicit for a purpose other than set out in the application upon which the permit was issued.
- F. shall not conduct any Consumer Transactions, sell or solicit in violation of any zoning or other ordinance restrictions.

SECTION 16. DEFINITIONS

The following words and phrases shall have the meanings respectively ascribed to them by this Ordinance.

"Charitable Purpose" or "Charitable Purposes" shall mean philanthropic, or other non-profit objectives, including the benefit of poor, needy, sick, refugee or disabled persons; the benefit of a patriotic or veterans' association or organization; the benefit of any fraternal, social or civic organization, or the benefit of any educational institution. Charitable purpose shall not be construed to include the direct benefit of the individual making the solicitation.

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

"Consumer" shall mean an individual who seeks or acquires real or personal property, services, money, or credit for personal, family, or household purposes.

"Consumer Transaction" shall mean a sales transaction in which one or more of the parties is a consumer.

"Handbills" shall mean any printed or written matter, any sample or device, circular, flyer, leaflet, pamphlet, paper, booklet, or any other printed matter of literature which is not delivered by United States mail pertaining to Home Solicitation Transactions and solicitation of funds and not exempted by Section 4.

"Home Solicitation Transaction" shall mean a consumer transaction for the purchase of goods, services, or realty, payable in installments or in cash, in which the merchant engages in a personal solicitation of the sale to the consumer at a residence, and the consumer's agreement or offer to purchase is given at the residence to the merchant. A home solicitation transaction shall not include a sale made pursuant to a preexisting revolving charge account or retail charge agreement, or a sale made pursuant to prior negotiations between the parties at a business establishment at a fixed location where goods or services are offered or exhibited for sale; or a sale of realty in which transaction the purchaser is represented by a licensed attorney or in which the transaction is being negotiated by a licensed real estate broker.

"Residence" shall mean any separate living unit occupied for residential purposes by one or more persons, contained within any type of building or structure.

"Solicit funds" or "solicitation of funds" shall mean any request for the donation of money, property, or anything of value, or the pledge of a future donation of money, property, or anything of value; or the selling or offering for sale of any property, real or personal, tangible or intangible, whether of value or not, including, but not limited to, goods, books, pamphlets, tickets, publications or subscriptions to publications. A solicitation of funds is complete when the solicitation is communicated to any individual then located within the corporate limits of the City.

SECTION 17. REPEALING CLAUSE

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

SECTION 18. SEVERABILITY CLAUSE

If any word, phrase, paragraph, section or phrase of this Ordinance to be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid.

SECTION 19. PENALTY CLAUSE

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction in the Municipal Court of Taylor, Texas, 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, and for any violation of any provision which governs public health or sanitation, which 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 20. INTRODUCTION

In accordance with Article 8 of the City Charter, Ordinance No. 2003-5 was introduced before the Taylor City Council on the 13th day of March, 2003.

PASSED, APPROVED and ADOPTED on the 25th day of March, 2003.

Jeffrey M. Berger, Mayor

ATTEST:

Barbara S. Belz, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl, City Attorney



City Council Meeting
June 10, 2010
Agenda Item Transmittal

Agenda Item #: 8

Agenda Title: Consider authorizing staff to initiate annexation proceedings for properties northwest of Taylor on the east side of CR 101 and east of Taylor on the east and west side of FM 619.

Council Action to be taken: Approve, deny or table

Initiating Department(s): Community Development.

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

The purpose of this item is to authorize staff to initiate annexation and to prepare the service plan.

2. DESCRIPTION/ JUSTIFICATION

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

The two areas proposed for annexation are:

1. Northwest of Taylor, continuing to the City's ETJ, east of CR 101, consisting of 17 parcels, 450 acres, (all agriculturally exempt), 6 homes, and under 20 residents.
2. East of Taylor, west and east of FM 619, consisting of 15 parcels, 170 acres (89% of which is agriculturally exempt), 15 homes, and under 45 residents.

All property owners that are agriculturally exempt will be sent a Development Agreement allowing them to opt-out of the annexation for up to 15 years by agreeing not to develop their property, with the exception of agriculturally related development, such as a shed or barn. Most of the land is agriculturally exempt.

Annexation law limits the City to annex no more than ten percent per year or 30 percent of its land area if the City has not annexed in the past three years. The City's current size

is 11,164 acres. These two proposed annexations are under the 10% per year maximum that a City is allowed to annex per state requirements.

The annexation process will include two public hearings. In preparation of the public hearings, notices will be sent to property owners being annexed along with newspaper legals, web announcements, service providers, and the school district.

In order to annex an area, the City must prepare a Service Plan, which outlines how the City will provide services to the newly annexed area. These services include police and fire protection, solid waste pick-up, water, wastewater, fire protection, etc. The Service Plan will be ready by the public hearing date.

The City is not required to have this annexation within its Annexation Plan, since the total population of the area is under 100 persons.

3. FINANCIAL/BUDGET

Not applicable at this time.

4. TIMELINE CONSIDERATIONS

Please refer to the attached annexation schedule.

5. RECOMMENDATION

Staff recommends that the Council authorize the annexation process and the preparation of the service plan.

6. REFERENCE FILES

- 8a Annexation Schedule
- 8b West annexation map
- 8c West annexation map and ETJ showing Chandler Road
- 8d West annexation property data
- 8e East annexation area map
- 8f East annexation area property data
- 8g Complete overview of proposed Annexation Areas

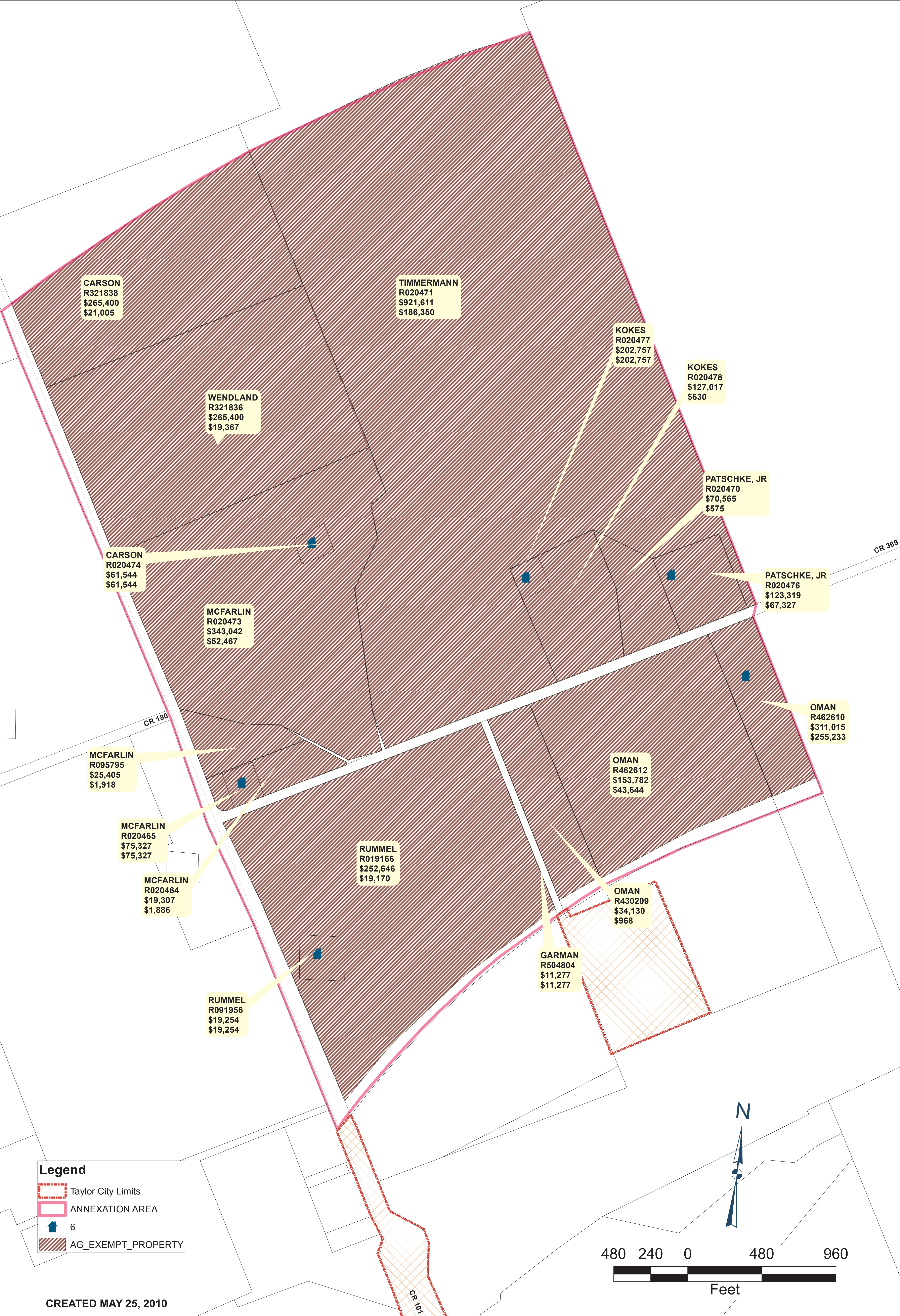
2010 ANNEXATION SCHEDULE

LGC SECTION	STEP	ACTION	NOTE	SCHEDULE
	1	Council authorizes annexation to proceed	Council Meeting	June 10, 2010
	2	Survey of Land (BTS)	After annexation initiation	June 11, 2010
43.035	3	Mail Development Agreements	After annexation initiation	June 18, 2010
	4	Mail annexation letters to property owners who are not agriculturally exempt	After annexation initiation	June 18, 2010
43.0561	5	Last day to send all notices	Property owners, utilities, schools, Rail Road, etc	June 18, 2010
43.0561	6	Last day to send notice to newspaper for notice #1	Minimum of one day prior to publication	June 23, 2010
43.056	7	Service Plan is available		July 8, 2010
43.0561	8	#1 Notice is posted on the City's website	Must be posted no more than 20 days and no less than 10 days prior to public hearing	June 23, 2010
43.0561	9	Send first notice to TISD	Must be sent no more than 20 but no less than 11 days before the PH#1	June 24, 2010
43.0561	10	#1 Notice appears in the newspaper	Must be published no more than 20 days and no less than 10 days prior to public hearing	June 24, 2010
43.0561	11	Last day to send notice to newspaper for notice #2	Minimum of one day prior to publication	July 9, 2010
	12	Deadline to receive Development Agreements		July 2, 2010
43.0561	13	#2 Notice is posted on the City's website	Must be posted no more than 20 days and no less than 10 days prior to public hearing #2	July 11, 2010
43.0561	14	Send second notice to TISD	Must be sent no more than 20 but no less than 11 days before the PH#2	July 12, 2010
43.0561	15	#2 Notice appears in the newspaper	Must be published no more than 20 days and no less than 10 days prior to public hearing #2	July 11, 2010
	16	Prep TL for public hearing #1		July 1, 2010
43.0561	17	Conduct public hearing #1	Must be a minimum of 30 days from when the notices were sent out. Service plan must be available at this meeting	July 8, 2010
	18	Prep TL for public hearing #2		July 20, 2010
43.0561	19	Conduct public hearing #2	Must be a minimum of 30 days from when the notices were sent out. Service plan must be available at this meeting	July 27, 2010
43.056	20	Begin Land use Planning	Leads up to rezoning after annexation	August 2, 2010
	21	Write annexation ordinance		August 2, 2010
	22	Write TL for introduction of ordinance		August 2, 2010

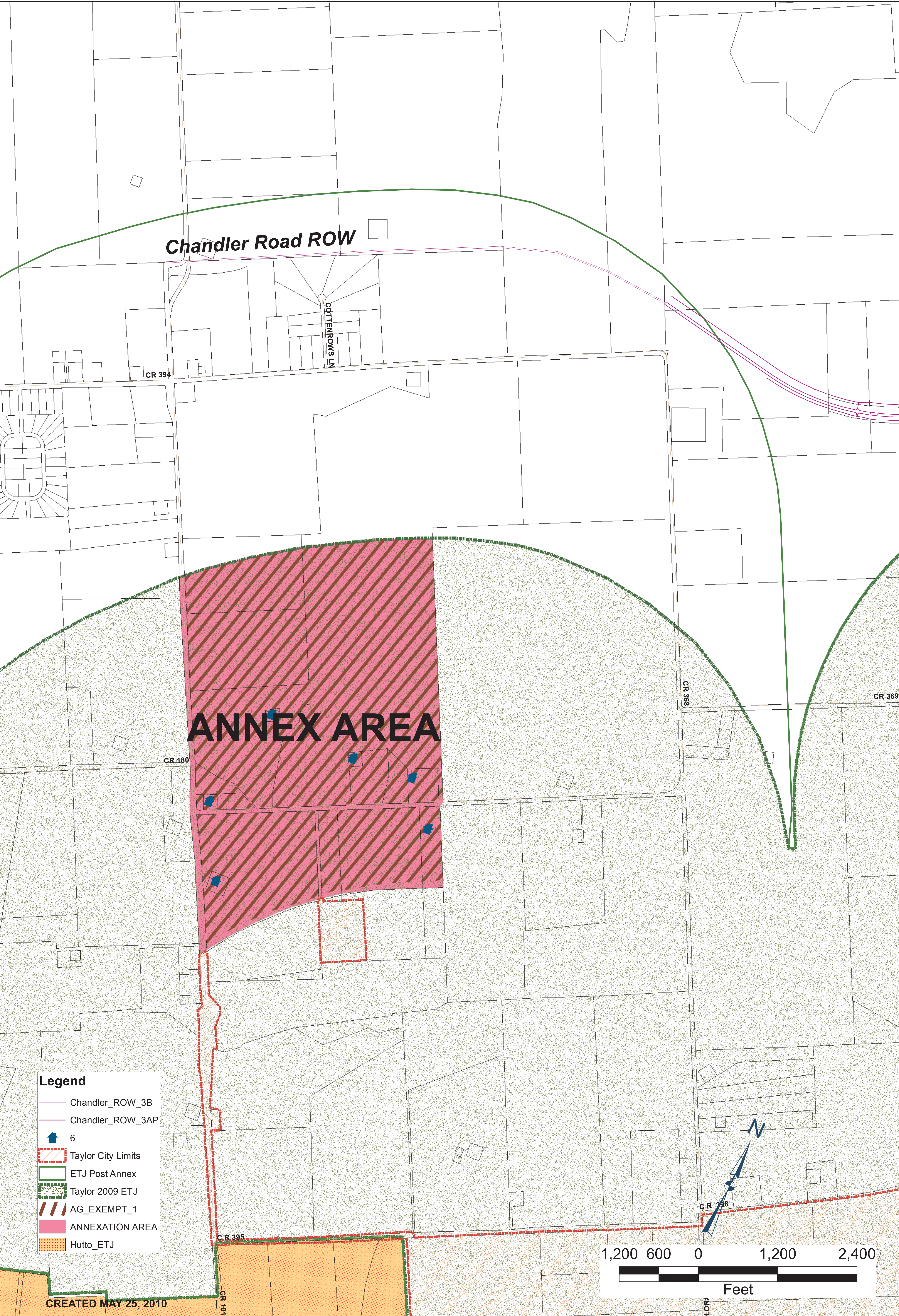
2010 ANNEXATION SCHEDULE

	23	Introduce ordinance	Must be no more than 40 days or less than 20 days from the first public hearing.	August 12, 2010
	24	Write TL for adoption of ordinance		August 16, 2010
	25	Adopt ordinance	Must a maximum of 90 days from the date the ordinance was introduced.	August 24, 2010
	26	Complete Future Land Use Planning	Must a maximum of 90 days from the date the ordinance was introduced.	November 1, 2010

PROPOSED ANNEXATION AREA 2010

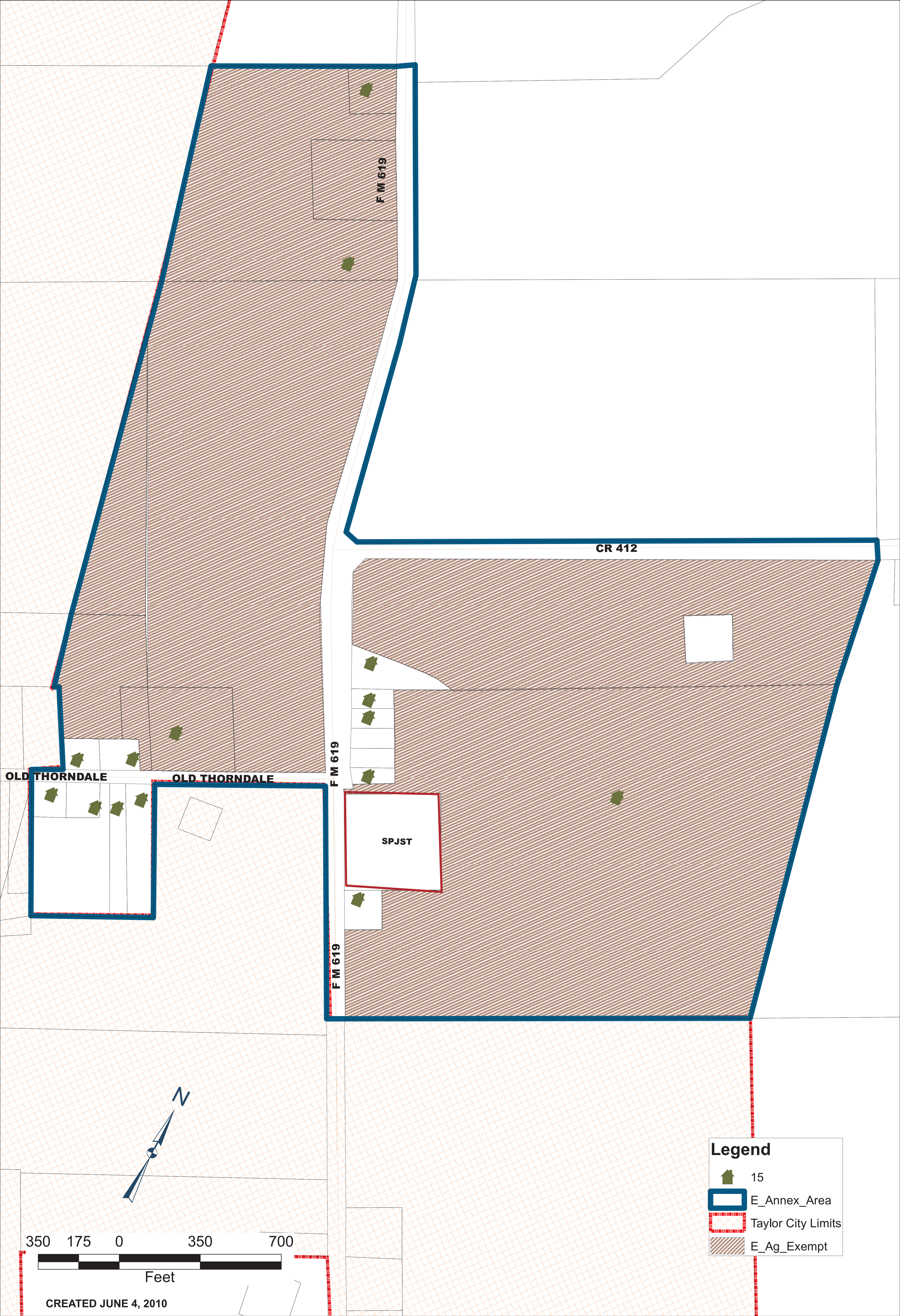


PROPOSED ANNEXATION AREA 2010



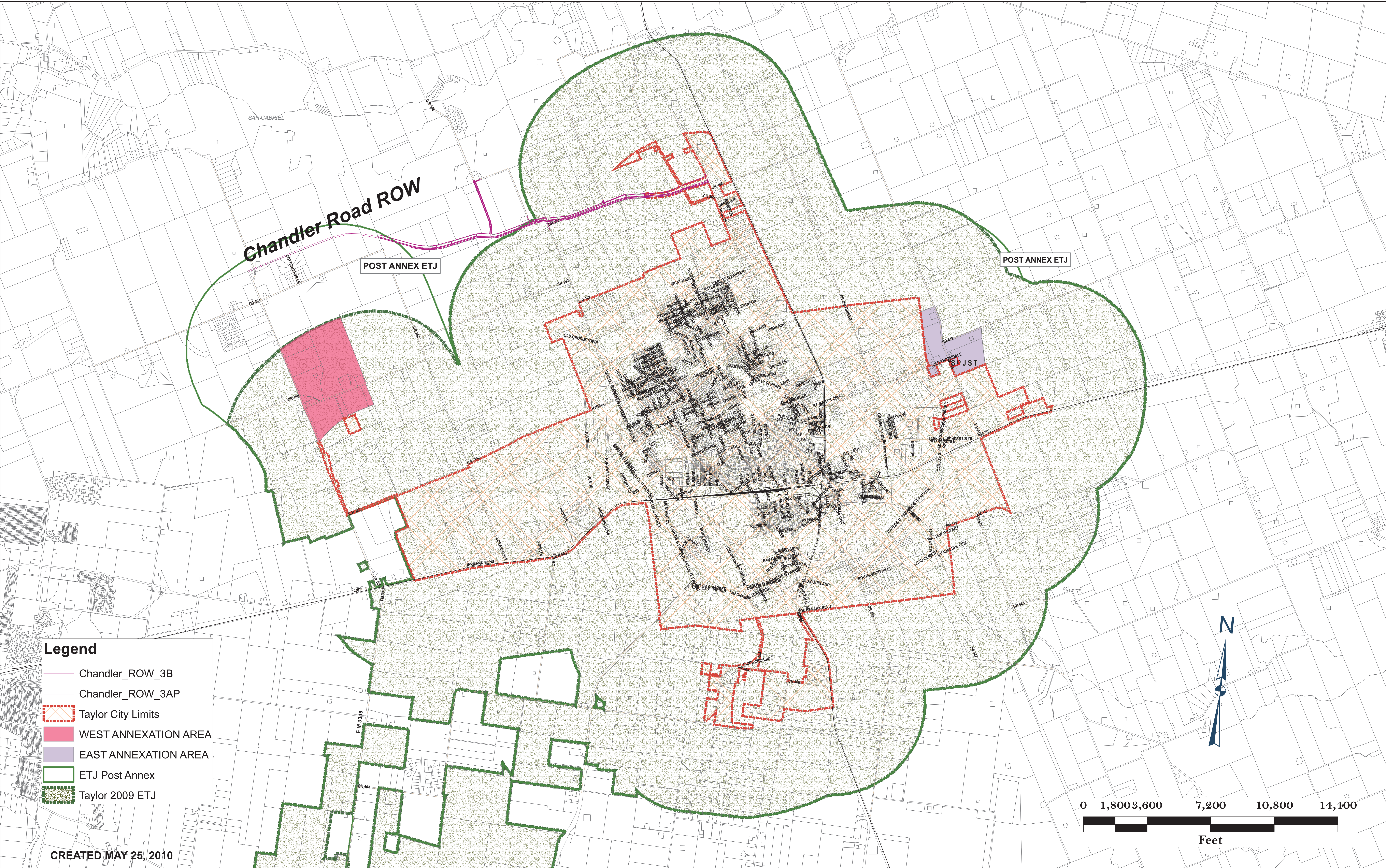
	PIN	Acreage	NAME	ADDRESS	CITY	STA	ZIP	LEGAL	AG	YEAR	MARKET	ASSESSED
1	R019166	63.6381	JOANNE RUMMEL	506 PORTER ST	TAYLOR	TX	76574	AW 213 J C E	AG USE	2010	\$252,646	\$19,170
2	R020464	3.0000	SAM J MCFARLIN	51 CR 369	TAYLOR	TX	76574	AW 213 J C E	AG USE	2010	\$19,307	\$1,886
3	R020465	1.0000	SAM J MCFARLIN	51 CR 369	TAYLOR	TX	76574	AW 213 J C E	AG assoc	2010	\$75,327	\$75,327
4	R020470	5.0000	ALVIN PATSCHKE, JR.	601 CR 369	TAYLOR	TX	76574	AW 213 J C E	AG USE	2010	\$70,565	\$575
5	R020471	174.3797	TERRELL TIMMERMAN	P O BOX 4784	AUSTIN	TX	78765	AW 213 J C E	AG USE	2010	\$921,611	\$186,350
6	R020473	51.4900	SAM J MCFARLIN	51 CR 369	TAYLOR	TX	76574	AW 213 J C E	AG USE	2010	\$343,042	\$52,467
7	R020474	1.0000	HELEN CARSON	1085 CR 101	HUTTO	TX	78634	AW 213 J C E	EAVES SUR 1.0 AC	2010	\$61,544	\$61,544
8	R020476	5.0000	ALVIN PATSCHKE, JR.	601 CR 369	TAYLOR	TX	76574	AW 213 J C E	AG USE	2010	\$123,319	\$67,327
9	R020477	1.0000	EUGENE KOKES	451 CR 369	TAYLOR	TX	76574	AW 213 J C E	AG Assoc	2010	\$202,757	\$202,757
10	R020478	9.0000	EUGENE KOKES	451 CR 369	TAYLOR	TX	76574	AW 213 J C E	AG USE	2010	\$127,017	\$630
11	R091956	2.0000	JOANNE RUMMEL	506 PORTER ST	TAYLOR	TX	76574	AW0213 Eaves, J.c. Sur., ACR		2010	\$19,254	\$19,254
12	R095795	4.2900	SAM J MCFARLIN	51 CR 369	TAYLOR	TX	76574	AW 213 J C E	AG USE	2010	\$25,405	\$1,918
13	R321836	46.9900	WENDY ANN & RYAN A WENDLAND	10712 CHIPPENHOO	AUSTIN	TX	78748	AW 213 J C E	AG USE	2010	\$265,400	\$19,739
14	R321838	32.3060	DAVID L & HELEN J CARSON	1085 CR 101	HUTTO	TX	78634	AW 213 J C E	AG USE	2010	\$265,400	\$21,005
15	R430209	8.3160	DAVID OMAN	P O BOX 157	HUTTO	TX	78634	AW 213 J C E	AG USE	2010	\$34,130	\$968
16	R462610	8.0481	MARK OMAN	600 CR 369	TAYLOR	TX	76574	AW 213 J C E	AG USE	2010	\$311,015	\$255,233
17	R462612	32.8701	OMAN, DAVID L & M SHAWN & TROY L	PO BOX 157	HUTTO	TX	78634	AW0213 Eave	AG USE	2010	\$153,782	\$43,644
18	R504804	1.4410	WAYNE & RAMONA GARMAN	400 CR 369	TAYLOR	TX	76574	AW J C EAVES SUR 1.441 ACRE		2010	\$11,277	\$11,277
		<u>450.7690</u>									<u>\$3,282,798</u>	<u>\$1,041,071</u>

PROPOSED ANNEXATION AREA 2010



PIN	AcreS	NAME	ADDRESS	CITY	STATE	ZIP	LEGAL	AG ACRES	AG	YEAR	MARKET	ASSESSED	HOME
R006155	1.5	BETTY BROWN	2708 OLD THORNDALE RD	TAYLOR	TX	76574	P COURSEY SUR 1.5 ACRES			2010	\$110,725	\$110,775	X
R006133	0.5186	GARRY PREUSSE	2610 OLD THORNDALE RD	TAYLOR	TX	76574	P COURSEY SUR 0.5165 ACRES			2010	\$122,180	\$122,180	X
R006154	3.54	TIMOTHY STENCE	1001 W 2ND ST	TAYLOR	TX	76574	P COURSEY SUR 3.54 ACRES			2010	\$32,111	\$32,111	
R006153	1.064	ADOLPH L. VITTEK	2700 OLD THORNDALE RD	TAYLOR	TX	76574	P COURSEY SUR 1.064 ACRES			2010	\$132,842	\$132,842	X
R018828	0.502	WILLIE J JONES	2617 OLD THORNDALE RD	TAYLOR	TX	76574	F BRADLEY SUR 0.502 ACRES			2010	\$87,937	\$87,937	X
R498116	0.775	LARRY A SAFARIK	2801 OLD THORNDALE RD	TAYLOR	TX	76574	F BRADLEY SUR 0.775 ACRES	0.775	AG USE	2010	\$27,097	\$24,721	
R366964	3	LARRY A SAFARIK	2801 OLD THORNDALE RD	TAYLOR	TX	76574	F BRADLEY SUR 3.0 ACRES	3	AG USE	2010	\$316,206	\$309,513	X
R097837	0.46	TIMOTHY STENCE	1001 W 2ND ST	TAYLOR	TX	76574	P COURSEY SUR 0.46 ACRES			2010	\$131,361	\$131,361	X
R018824	0.496	RICKY MATETZSCHK	2703 OLD THORNDALE RD	TAYLOR	TX	76574	F BRADLEY SUR 0.496 ACRES			2010	\$137,843	\$137,843	X
R418423	5.255	LARRY A SAFARIK	2801 OLD THORNDALE RD	TAYLOR	TX	76574	F BRADLEY SUR 5.255 ACRES	5.255	AG USE	2010	\$18,335	\$2,349	
R418424	6.34	LARRY A SAFARIK	2801 OLD THORNDALE RD	TAYLOR	TX	76574	F BRADLEY SUR 6.34 ACRES	6.34	AG USE	2010	\$22,120	\$2,834	
R019551	1	CECILIA HANNAN	4400 FM 619	TAYLOR	TX	76574	J PHARRASS SUR 1.0 ACRES			2010	\$93,803	\$93,803	X
R019500	16.3	CECILIA HANNAN	4400 FM 619	TAYLOR	TX	76574	J PHARRASS SUR 16.3 ACRES	16.3	AG USE	2010	\$63,669	\$8,086	
R018826	37.38	LARRY A SAFARIK	2801 OLD THORNDALE RD	TAYLOR	TX	76574	F BRADLEY SUR 37.38 ACRES	37.38	AG USE	2010	\$130,419	\$16,549	
R020026	3	CECILIA HANNAN	4400 FM 619	TAYLOR	TX	76574	J PHARRASS SUR 3.0 ACRES	3	AG USE	2010	\$112,983	\$106,163	X
R006455	1.09	HARLAN RAESZ	4901 FM 619	TAYLOR	TX	76574	M MCDANIEL SUR 1.090 ACRES			2010	\$127,853	\$127,853	X
R006456	0.6284	EMOND TATE, JR	5101 FM 619	TAYLOR	TX	76574	M MCDANIEL SUR 0.628 ACRES			2010	\$96,827	\$88,777	X
R006457	0.34	WILLIE MEYER	4951 FM 610	TAYLOR	TX	76574	M MCDANIEL SUR 0.34 ACRES			2010	\$97,599	\$89,065	X
R006458	0.267	MICHAEL HARRINGTON	5001 FM 619	TAYLOR	TX	76574	M MCDANIEL SUR 0.267 ACRES			2010	\$122,415	\$122,415	X
R006459	4	SPJST LODGE #29	P O BOX 69	TAYLOR	TX	76574	M MCDANIEL SUR 4.0 ACRES			2010	\$182,132	\$182,132	
R006460	0.34	CINDY BUZAN et al	8921 HACHITA AVE	AUSTIN	TX	78749	M MCDANIEL SUR 0.34 ACRES			2010	\$108,900	\$108,900	X
R006461	57.385	JULIAN KOSH	5009 FM 619	TAYLOR	TX	76574	M MCDANIEL SUR 57.385 ACRES	57.385	AG USE	2010	\$461,435	\$272,375	X
R006466	23.446	HERBERT KAISER	250 CR 412	TAYLOR	TX	76574	M MCDANIEL SUR 23.446 ACRES	23.446	AG USE	2010	\$108,696	\$9,349	
R006467	1	HERBERT KAISER	250 CR 412	TAYLOR	TX	76574	M MCDANIEL SUR 1.0 ACRES			2010	\$44,142	\$44,142	
R375840	0.34	CINDY BUZAN et al	8921 HACHITA AVE	AUSTIN	TX	78749	M MCDANIEL SUR 0.34 ACRES			2010	\$21,735	\$21,735	
R409587	0.34	PAUL PASEMANN, JR	8815 KERR DR	TOMBALI	TX	76574	M MCDANIEL SUR 0.34 ACRES			2010	\$34,885	\$34,885	
	<u>170.307</u>							152.881			<u>\$2,946,250</u>	<u>\$2,420,695</u>	
							15 homes	89.768%					

PROPOSED ANNEXATION AREA 2010





City Council Meeting
June 10, 2010
Agenda Item Transmittal

Agenda Item #: 9
Agenda Title: Executive Session. (Economic Development)
Council Action to be taken: Adjourn into Closed session.
Initiating Department: City Administration
Staff Contact: Jim D. Dunaway, City Manager

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/ JUSTIFICATION

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

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

9 a. Executive Session form 551.087

**TAYLOR CITY COUNCIL
CERTIFIED AGENDA - EXECUTIVE SESSION**

1. OPEN MEETING ANNOUNCEMENT

THE CITY OF TAYLOR CITY COUNCIL BEING CONVENED IN OPEN SESSION AND DECLARING A QUORUM, ON THIS DATE June 10, 2010 AFTER POSTING AN OFFICIAL AGENDA INDICATING THE NEED FOR AN EXECUTIVE SESSION AND PURSUANT TO SECTION 551.087, TEXAS GOVERNMENT CODE, THE COUNCIL WILL ADJOURN INTO EXECUTIVE SESSION TO DISCUSS OR DELIBERATE REGARDING COMMERCIAL AND/OR FINANCIAL INFORMATION ON A BUSINESS PROSPECT THAT THE CITY OF TAYLOR, TEXAS, SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE CITY OF TAYLOR, TEXAS, AND WITH WHICH THE CITY OF TAYLOR, TEXAS IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS AND/OR TO DELIBERATE THE OFFER OF FINANCIAL OR OTHER INCENTIVES TO THE BUSINESS PROSPECT.

ANY ACTION RESULTING FROM THIS EXECUTIVE SESSION WILL BE TAKEN IN OPEN SESSION IMMEDIATELY FOLLOWING THE EXECUTIVE SESSIONS.

2. BACK TO OPEN SESSION

THE TIME IS _____ P.M. AND WE WILL NOW RESUME THE OPEN SESSION OF THE COUNCIL MEETING. NO ACTION OR VOTE WAS TAKEN ON ANY MATTER DISCUSSED IN EXECUTIVE SESSIONS.

CERTIFICATION

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

WITNESS my hand this the 10th day of June, 2010.

Rod Hortenstine, Mayor

(Executive session)



City Council Meeting
June 10, 2010
Agenda Item Transmittal

Agenda Item #: 10

Agenda Title: Executive Session.

Council Action to be taken: Consult with City Attorney

Initiating Department: City Administration

Staff Contact: Jim D. Dunaway, City Manager
Ted Hejl, City Attorney

1. INTRODUCTION/PURPOSE

This Executive Session is called to consult with City Attorney.

2. DESCRIPTION/ JUSTIFICATION

The Taylor City Council will conduct a closed meeting under Section 551.071 of the Texas Government Code in order to meet with its City Attorney on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas authorize and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

10a. Executive Session form 551.071

**TAYLOR CITY COUNCIL
CERTIFIED AGENDA - EXECUTIVE SESSION**

1. OPEN MEETING ANNOUNCEMENT

The City of Taylor City Council convened in Open Session, declared a quorum on June 10, 2010, and has posted an Official Agenda indicating the need for an Executive Session. The Council will now adjourn into Executive Session pursuant to the Open Meetings Law, Section 551.071 of the Texas Government Code to consult with its attorney regarding a matter in which the duty of the attorney to the City conflicts with the Open Meetings Act.

- Contract agreements for the Taylor Regional Park and Sports Complex

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

2. BACK TO OPEN SESSION

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

CERTIFICATION

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

WITNESS my hand this the _____ day of _____, 2010.

Rod Hortenstine, Mayor