



**CITY COUNCIL MEETING AGENDA
(JULY 10, 2003 CITY COUNCIL MEETING)**

Agenda Item #:

Department: Community Development

Resolution / Ordinance #

Agenda Title: Taylor Municipal Airport Courtesy Car Policies

1. INTRODUCTION/PURPOSE

The purpose of this item is to request Council action on several amendments to the airport courtesy car policies as recommended by the Taylor Municipal Airport Advisory Board.

2. DESCRIPTION/ JUSTIFICATION

Due to recent abuses of the courtesy car, staff requested that the Airport Board review the policies and recommend any changes or additions to the policies to the City Council.

Staff researched surrounding airports and the results of these efforts are included in the packet. Also included in the packet is a copy of the courtesy car use agreement with two suggested amendments as recommended by the Airport Board:

1. Limit the usage of the car to 2 hours, unless prior arrangements are made with the airport attendants for overnight usage
2. That the "borrower" is defined as pilots and their passengers and does not include any employees or tenants at the airport

3. FINANCIAL/BUDGET

Not applicable

4. RECOMMENDATION

Staff recommends that the Council approve the Airport Board's recommendation to amend the airport polices and agreement.

APPROVED FOR SUBMITTAL

DEPARTMENT HEAD: (ss) R.W. VAN TIL DATE: 6/30/03

CITY MANAGER: _____ DATE: _____

COURTESY CAR POLICY STUDY

Georgetown – Travis McLain - In town usage; two hours; sign in with drivers license.

Temple – Sharon Rostovich – One and one-half hours; sign in with destination; in town; registration.

Burnet – One-hour usage; no out of town driving.

Llano – In the City limits; two hour limit; one page release; upon arrival, first come first serve - Rick Durst.

RENTAL CAR

There is an Enterprise Rent-A-Car at the Maxwell Chrysler location; local number 365-8323 and toll free 800-759-1216. Monday thru Friday at local location. Will set up corporate account, free of charge, for reduced rates. Valentena Sunday account Manager. Andy Robertson in Taylor.

Llano

RELEASE

I, _____, of _____ County, Texas (hereinafter "Operator"), in consideration of the City of Llano (hereinafter "City"), a Texas municipal corporation authorizing Operator to use the City's airport courtesy vehicle, further described as _____ (make, model, color, license plate #)(hereinafter "Property"), the receipt of which consideration is acknowledged, do covenant with the City that Operator will never at any time sue the City, its officers, agents, or employees for or on account of any claim for damages arising, directly or indirectly, out of any act, occurrence, defect or condition of the Property, or omission involving Operator's use of Property as provided herein. Operator expressly acknowledges and agrees that the Operator, its officers, agents, and employees are responsible for safe and legal operation of the Property while in the possession and/or under the control of the Operator.

Operator agrees to and shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damages to any property, arising out of or in connection with the Operator's possession and/or use of the Property as provided herein, or any defect or condition of the Property.

Operator assumes full responsibility for damages to the Property, and does hereby release, relinquish, and discharge the City, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, person (whether they be third persons, myself, or employees of either of the parties hereto) and any loss of or damage to property (whether the same be that either of the parties hereto or of third parties) caused by or alleged to be caused by, arising out of, or in connection with Operator's use of the Property as provided for herein or any defect or condition of the Property, whether or not said claims, demands and causes of action in whole or in part are covered by insurance.

Signed this the _____ day of _____, 20__.

OPERATOR:

WITNESS:

By:
Title:
Address:

By:
Title:
Address:

Temple

Driver's Name

Street Address

Town, State, Zip Code

Telephone Number

State & No. of Drivers License

Destination

Employer's Name

Street Address

Town, State, Zip Code

Telephone Number

Motor Vehicle Liability Insurance Carrier

Aircraft Number/Type

This agreement is made between the City of Temple, Texas (CITY) and the above-named driver (DRIVER). DRIVER agrees to use the courtesy car only to drive to and from the above-named destination, which shall not be outside the city limits of Temple. DRIVER agrees to use due care in operating the courtesy car and to obey all traffic laws. DRIVER shall not entrust or loan the courtesy car to any person. DRIVER also agrees to return CITY'S courtesy car to the Draughon-Miller Regional Airport no than ONE & ONE-HALF HOUR after departure.

As consideration for use of a courtesy car, DRIVER agrees to indemnify and hold harmless the CITY, its officers, agents, and employees, from any loss, damage, liability, claim, demand or expense of any kind whatsoever arising out of or connected in any way with the use of a courtesy car. Including damage to property, injuries to persons, including death, and claims resulting from the condition of the courtesy car.

DRIVER further declares and represents that no promise, inducement or agreement not herein expressed has been made to DRIVER, and that this Agreement contains the entire agreement between the parties hereto, and that the terms of this Agreement are contractual and not a mere recital.

TEXAS LAW REQUIRES FRONT SEAT PASSENGERS TO WEAR SEAT BELTS

Driver's Signature

day of _____, 20____.

TIME OUT _____ MILEAGE _____
TIME RETURNED _____ MILEAGE _____

RECEIVED BY: _____
(Line Attendant)

WITNESS

ANY PROBLEMS? _____

Bob Vantil

From: David Weber
Sent: Thursday, June 19, 2003 12:29 PM
To: Bob Vantil
Subject: FW: Courtesy Car

Importance: High

FYII!

-----Original Message-----

From: Lisa Thompson
Sent: Thursday, June 19, 2003 9:14 AM
To: David Weber
Subject: Courtesy Car

David -

I spoke with both Elizabeth and Linda Stanko with TML about the courtesy car program. They both advised as long as we give a person permission to drive the car, and the car is covered under the schedule, they will pay the claim. They advised the City is taking on alot of liability with this program, but that they could not encourage or discourage the City from participating. I asked about other cities that provide this program, and off hand they could not list any that they covered. They said there are probably other cities that provide this service, but that TML does not require notification. I asked about setting up policies and documents for the pilots to sign when driving the courtesy car and they advised that would be a good idea, but that our City Attorney would be the expert in providing guidance on that.

I hope this is helpful and if you need any more information, please let me know.

*Lisa K. Thompson
Purchasing Agent
City of Taylor
400 Porter
Taylor, TX 76574
(512) 352-5997 ext. 20*

Proposed Borrowed Vehicle Agreement

6/26/03

For and in consideration of the loan of that certain vehicle (more specifically hereinafter described by City to Borrower) it is mutually agreed as follows:

1. The Borrower is a pilot or a passenger not an employee of a business located at the airport or a tenant renting a facility from the City.
2. Borrower agrees that he/she has examined and inspected the borrowed vehicle ("Vehicle") and that it is in good mechanical and over-all condition.
3. Borrower will not permit or allow any of the following:
 - A. The Vehicle to be operated by any other person.
 - B. The Vehicle to be loaned or rented.
 - C. The Vehicle to be driven outside the City limits.
 - D. The Vehicle will not be operated while the driver is under the influence of alcohol or Drugs.
 - E. Use the vehicle for more than two hours after departure from the airport, unless prior arrangements are made with the airport attendants for overnight usage.
4. Borrower agrees that while this agreement is in force, he/she will preserve and protect the Vehicle from loss or damage in the manner prescribed below.
5. Borrower agrees that he/she will not use the Vehicle, cause or permit the Vehicle to be used in any manner in violation or contravention of any Municipal, County, State or Federal law, ordinance or regulation.
6. Borrower agrees that in the event of any accident involving the Vehicle he/she will, within one (1) hour following the accident; furnish to the City a full and complete report of the accident.
7. Borrower agrees in the event of loss or destruction of the Vehicle or any of its accessories or of loss of possession of the Vehicle or inability to return the Vehicle to the City on demand for any reason, Borrower will pay the City the market value of the Vehicle and reasonable market value for loss of accessories.
8. Borrower agrees that he/she will, at his/her sole risk and expense, maintain Bodily Injury and Property Damage Liability Insurance covering the use of the Vehicle during the time it is in his/her Possession and until it is returned to the City. The City shall not be required to carry or provide Bodily Injury or Property Damage Liability Insurance while the Vehicle is in use by Borrower.
9. Borrower agrees he/she will be responsible and liable for all costs of repairs to the Vehicle, regardless of fault. Borrower is advised to be certain his/her automobile insurance coverage will provide payment of loss or damage in the event of any accident.
10. Borrower expressly agrees to hold harmless and indemnify the City against all claims and demands arising or resulting from storage and/or repairs of and to the Vehicle during the period of this Agreement.
11. Borrower covenants and agrees with the City that he/she will forever hold harmless and indemnify the City from any and all claims, demands, causes of action, attorney's fee and expenses of any nature arising or alleged to arise from the use, operation, maintenance and ownership of the Vehicle while this Agreement remains in force and effect, and to reimburse the City for any loss or damage during said period. It is further agreed that in the event the City files any action to recover possession of, or the value of, or the cost of repairing the Vehicle, or in the event the City employs an attorney to defend it in any action filed by Borrower, or anyone claiming damages for personal injuries, or property damage, arising out of the use of the Vehicle while in the actual or constructive possession of the Borrower, Borrower agrees to pay to the City upon demand any and all reasonable sums expended by it for attorney's fees and court costs.
12. The Vehicle shall be returned by Borrower to the City at the Taylor Municipal Airport at the time and date designated above, or prior thereto on the City's demand. Borrower also waives any claim which he/she may hereafter have or which may hereafter arise for any and all damage he/she may hereafter sustain by reason of any action, civil or criminal, which the City, its agents, representatives or employees may take in connection with Borrower's use or retention of the Vehicle in the event of Borrower's failure to return the Vehicle to the City as specified in the paragraph.
13. If one or more of the provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to the other parties or circumstances shall remain valid and in full force and effect.
14. The covenants, terms and conditions of this Agreement shall extend, apply to and be binding upon the heirs, assigns, executors, administrators, and successors of the Borrower.
15. This Agreement has been executed and delivered in the State of Texas and shall be interpreted under, and construed in accordance with, the law of the State of Texas. It is agreed that Texas Law shall control the validity of, and the obligations caused by this Agreement and this Agreement shall be performed in Williamson County, Texas.

Proposed Borrowed Vehicle Agreement

6/26/03

IT IS FURHTER EXPRESSLY AGREED by and between the Parties hereto that the forgoing constitutes the sole Agreement between the parties covering the loan of the Vehicle by the City to Borrower.

BORROWED VEHICLE AGREEMENT		DATE:	
BORROWER:		THE CITY OF TAYLOR	
ADDRESS:		400 PORTER ST.	
CITY/STATE/ZIP:		Taylor, Texas 76574	
TELEPHONE:		512-352-5747	
DRIVER'S LICENSE #:	STATE OF	EXPIRES	
VEHICLE: FORD VIN 2FALP71WXSX182062	MODEL: CROWN VICTORIA	YEAR: 1995	LICENSE PLATE #: 680-348 TX. EXMPT
BORROWED:	TIME OUT:	DATE:	ODOMETER OUT:
TO BE RETURNED:	TIME:	DATE:	ESTIMATED MILES:
TIME RETURNED:	TIME BACK:	DATE:	ODOMETER IN:
AIRCRAFT:		TYPE:	N NUMBER:
CAR INSURANCE COMPANY:		POLICY NO.:	EXPIRE:
AGENT:	CITY:	STATE:	PHONE:

Borrower acknowledges: (A) Receipt of a copy of this Borrowed Vehicle Agreement;(B) that he/she has been advised to contact his/her Insurance Agent or Broker to make certain that he/she is protected and covered by his/her own insurance within the terms and conditions of the foregoing Agreement; and (C) that he/she has read and understands the conditions written on the reverse side of this agreement which are made a part of this agreement.

Borrower's name and Signature:

Date:
