

AGENDA

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

APRIL 13, 2017, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. Proclamation: National Day of Prayer, May 4, 2017. (Mayor)
2. Proclamation: April is Fair Housing Month. (Mayor)

ANNOUNCEMENTS

CITIZENS COMMUNICATION

(The City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda. Registration forms are available at the sign in table.)

CONSENT AGENDA

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

3. Approve Ordinance 2017-10 regarding a request for voluntary annexation of 67.71 acres of land situated in the M. Dentler Survey, Abstract No. 211 and the W. G. Robinson Survey (T. T. Williamson Survey, Abstract No. 754) and located in Williamson County, Texas. (Ashley Lumpkin)
4. Approve Ordinance 2017-08 regarding a request to rezone 67.71 acres in the M. Dentler Survey, Abstract No. 211 and the W. G. Robinson Survey (T.T.Williamson Survey, Abstract No. 754) from the R/A District and ETJ to the R-1 (Single Family Residential/Residential-PD District). (Ashley Lumpkin)
5. Consider accepting public improvements for the KB North Park Phase 5. (Matthew Rector)
6. Approve minutes for March 23, 2017. (Susan Brock)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

7. Approve Ordinance 2017-07 amending the composition and terms of Animal Control Appeals Board and Shelter Advisory Committee and appoint new member(s). (Commander Branson)
8. Receive update and consider amending the development agreement for hotel project. (Ashley Lumpkin)
9. Consider approving an award for professional services to T. F. Harper for the design/build of a splash pad at Fannie Robinson Park. (Mike DeVito)
10. Continue discussion regarding suppression systems under the International Fire Code. (Chief Ekiss)
11. Receive report regarding City and Neighborhood Community Clean Up Event on April 22. (Ashley Lumpkin)
12. Consider proposed future agenda topics and items for discussion. (Mayor)

EXECUTIVE SESSION

13. Executive Session I. The Taylor City Council will conduct a closed executive meeting under Section 551.071 (1) of the Texas Government Code in order to meet with its City Attorney on a matter regarding pending or contemplated litigation or settlement offers including pending or contemplated administrative proceedings governed by the Administrative Procedure Act.

- Mark Groba No. 15-0119-C26
- Jacky Jones No. 1:17-cv-253

14. Consider action from Executive Session. (Mayor)

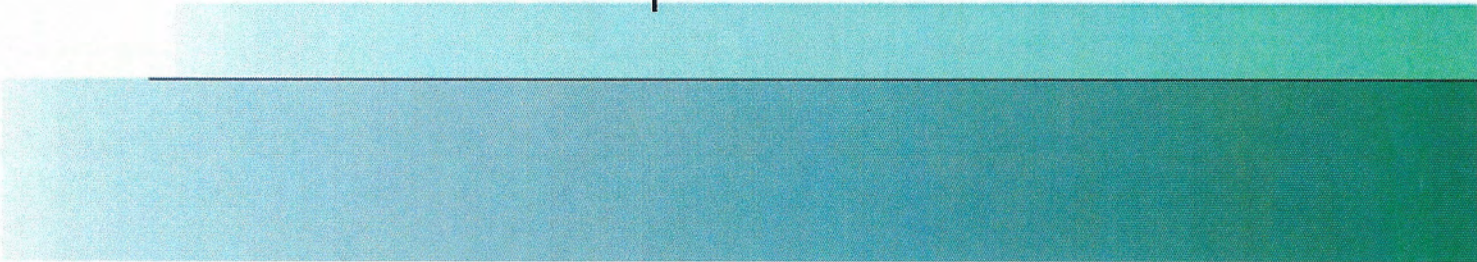
ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on April 10, 2017 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 Press.

In compliance with the ADA the City Hall and Council Chambers is wheelchair accessible. Reasonable accommodations will be provided for persons attending city council meetings in need of special assistance. Please contact Susan Brock, City Clerk, at least 24 hours prior to the meeting for special assistance.

Posted By: Susan Brock Date 4/10/17
Susan Brock, City Clerk

ANNOUNCEMENTS: UPCOMING EVENTS

- | | | |
|-------------------------------|----------------------------|-------------|
| • City and Community Clean Up | Sat., April 22
8am-3 pm | Bull Branch |
| • Easter Egg Hunt | Sat., April 15
10 am | Heritage Sq |
| • Wine Swirl | Thurs. April 27
6-9 pm | Downtown |
| • Prescription Drug Take Back | Sat., Apr. 29
10-2 pm | City Hall |
| • Blackland Prairie Days | Sat. May 6
10-4pm | Downtown |
- 



City Council Meeting
April 13, 2017
Agenda Item Transmittal

Agenda Item #: 1
Agenda Title: Proclamation: National Day of Prayer, May 4, 2017.
Council Action to be taken: Mayor presents proclamation
Initiating Department: Mayor
Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

This proclamation was requested by the Taylor National Day of Prayer Task Force, Jeanie Eckhardt, President.

2. DESCRIPTION/ JUSTIFICATION

In 1775 the Continental Congress allocated a time for prayer in forming a new nation. On April 17, 1952, President Harry Truman signed a bill proclaiming the National Day of Prayer into law in the United States. President Reagan amended the law in 1988, designating the first Thursday of May each year as the National Day of Prayer.

According to the Legal Information Institute, the President shall issue each year a proclamation designating the first Thursday in May as a National Day of Prayer on which the people of the United States may turn to God in prayer and meditation at churches, in groups, and as individuals.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

Since 1988, the first Thursday in May has been proclaimed as a National Day of Prayer.

5. RECOMMENDATION

6. REFERENCE FILES

1a. [Proclamation.](#)

City of Taylor, Texas

Proclamation

Day of Prayer

Whereas, women and men of all backgrounds and beliefs are free to practice their faiths without fear; and

Whereas, prayer aids and lifts up our religious communities throughout our world; and

Whereas, our Nation is stronger because we welcome and respect people of all faiths, and protect their right to practice their faith how they choose free from persecution and discrimination; and

Whereas, we celebrate the religious liberty we cherish here at home, and stand up for religious freedom around the world.

Whereas, Public Law 100-307 calls on the President of the United States to issue each year a proclamation designating the first Thursday in May as a "National Day of Prayer."

NOW, THEREFORE, I, Jesse Ancira, Jr., Mayor of the City of Taylor, Texas, do hereby proclaim May 4, 2017, as a Day of Prayer in Taylor, Texas and I invite the citizens of our community to give thanks for our many freedoms and blessings.

Proclaimed this 13th day of April, 2017.

Jesse Ancira, Jr., Mayor



City Council Meeting
April 13, 2017
Agenda Item Transmittal

Agenda Item #: 2
Agenda Title: Proclamation of April as Fair Housing Month
Council Action to be taken: Mayor will present Proclamation
Initiating Department: City Clerk
Staff Contact: Susan Brock

1. INTRODUCTION/PURPOSE

To proclaim April, 2017 as Fair Housing Month to assist in meeting the publication requirements for federal grant funded programs for low income housing.

2. DESCRIPTION/ JUSTIFICATION

The Fair Housing Act was included in Title VIII of the Civil Rights Act and signed in April of 1968 to ensure all Americans have equal access to housing. Each year the City uses this proclamation to help meet requirements set out by the federal government for those entities who receive funding for low income housing programs.

3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

N/A

5. RECOMMENDATION

To Proclaim April as Fair Housing Month

6. REFERENCE FILES

2a [Proclamation](#)

City of Taylor

PROCLAMATION

APRIL IS FAIR HOUSING MONTH

WHEREAS, Title VIII of the Civil Rights Act of 1968 prohibits discrimination in housing and declares it a national policy to provide for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy, but a fundamental human entitlement for all Americans; and

WHEREAS, on the anniversary of the National Fair Housing Law, during the month of April, we recognize that the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, on behalf of the City Council, I, Jesse Ancira, as Mayor of the City of Taylor do hereby proclaim April as Fair Housing Month in the City of Taylor and urge all citizens of Taylor to support the Fair Housing law.

PROCLAIMED this the 13th day of April 2017.

Jesse Ancira, Jr., Mayor



City Council Meeting April 13, 2017 Agenda Item Transmittal

Agenda Item #: 3

Agenda Title: Approve Ordinance 2017-10 regarding a request for voluntary annexation of 67.71 acres in the M. Dentler Survey, Abstract No. 211 and the W. G. Robinson Survey (T.T. Williamson Survey, Abstract No. 754)

Council Action to be taken: Approve Ordinance by consent

Initiating Department: Development Services

Staff Contact: Ashley Lumpkin, AICP, Development Services Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to approve Ordinance 2017-10 adding 67.71 acres of land from the extra territorial jurisdiction, by request of the Hafernik Farm Group.

2. DESCRIPTION/ JUSTIFICATION

On March 14, 2017, Vernon Hafernik, on behalf of the Hafernik Farm Group, requested voluntary annexation. The property is approximately 67.71 acres located at the southeast corner of Wesley Miller Road and FM973.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

This ordinance was introduced at the March 23rd council meeting with no objection.

5. RECOMMENDATION

Staff recommends approval of Ordinance 2017-10.

6. REFERENCE FILES

3a. [Ordinance 2017-10 and Field Notes](#)

3b. [Annexation Petition](#)

3c. [Presentation](#)

ORDINANCE 2017-10

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS PROVIDING FOR THE ANNEXATION OF THE TRACT OF LAND HEREINAFTER MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS TO THE CITY OF TAYLOR, TEXAS FOR ALL MUNICIPAL PURPOSES; AND LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TAYLOR, TEXAS; PROVIDING FOR AN ANNEXATION SERVICE PLAN AND THE EXTENSION OF THE CORPORATE LIMITS OF THE CITY OF TAYLOR, TEXAS TO INCLUDE THE ANNEXED TRACT; PROVIDING FOR PARTIAL INVALIDITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Taylor, Texas is a Home Rule City as defined by the TEXAS LOCAL GOVERNMENT CODE (hereinafter referred to as "LGC"); and

WHEREAS, an area to be annexed more fully described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes is located within the extraterritorial jurisdiction of and is lying and is adjacent to the present corporate limits of the City of Taylor, Texas("Area"); and

WHEREAS, under LGC, the Taylor, Texas City Charter, and other applicable provisions of Texas law, the City of Taylor, Texas and the Taylor City Council as the governing body of the municipality is authorized to annex the Area; and

WHEREAS, the Texas Local Government Code Section 43.028 allows authority of municipalities to annex sparsely occupied areas on petition of area landowners;

WHEREAS, the following described land is one-half mile or less in width, contiguous to the City, and is vacant and without residents or on which fewer than three qualified voters reside; and

WHEREAS, a petition describing the area for annexation by metes and bounds was presented by the each person having an interest in the area to the Taylor City Council; and

WHEREAS, the City Council acted on the petition for annexation within the times prescribed by law approving the land for annexation; and

WHEREAS, institution of annexation proceedings and the presentation and introduction of this Ordinance in such forms as it may be finally passed occurred within the periods of time and methods prescribed by law,

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

SECTION 1.

The above and foregoing preamble is true and correct and is incorporated herein and made a part hereof for all purposes.

SECTION 2.

That the hereinafter described tract of land (Area) which lies within Williamson County, Texas and is within the extraterritorial limits of, is adjacent to and is contiguous to the present corporate limits of the City of Taylor, Texas is hereby annexed to the City of Taylor, Texas for all municipal purposes and the corporate lines and limits of the City of Taylor, Texas are hereby extended to include the Area, which is more particularly described by metes and bounds in Exhibit "A".

SECTION 3.

That the Area annexed herein shall bear its pro-rata part of the taxes assessed by the City of Taylor, Texas.

SECTION 4.

That the inhabitants of the Area hereby annexed to the City of Taylor, Texas shall be entitled to all the rights and privileges of the citizens of the City of Taylor, Texas and shall be bound by the acts, ordinances, codes, resolutions and regulations of the City of Taylor, Texas.

SECTION 5.

It is not the intention of the City of Taylor, Texas to annex any territory or area not legally subject to annexation by the City, and should any portion of the above-described Area not be subject to legal annexation by the City of Taylor, Texas such fact shall not prevent the City from annexing such Area, above-described, which is subject to legal annexation by the City, and it is the intention of the City to annex only such territory or area that it may legally annex within the limits of the above-described Area.

SECTION 6.

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

SECTION 7.

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

SECTION 8.

The City Clerk of the City of Taylor, Texas is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Taylor, Texas and by filing this Ordinance in the Ordinance records of the City.

SECTION 9.

This Ordinance shall be in full force and effect immediately upon passage.

In accordance with Article VIII, Section 1, of the City Charter, Ordinance No. 2017-__ was introduced before the Taylor City Council on the __ day of March, 2017.

PASSED, APPROVED and ADOPTED this the ____ day of March, 2017.

Jesse Ancira Jr., 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. 2017-____, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of March, 2017, 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 March, 2017.

Susan Brock
City Clerk

EXHIBIT "A"
67.71 ACRE TRACT
WILLIAMSON COUNTY, TEXAS

Field Notes for a 67.71 acre tract of land situated in, and being out of the M. Dentler Survey, Abstract No. 211 and the W.G. Robinson Survey (T.T. Williamson Survey, Abstract No. 754), Williamson County, Texas, and being a part of a called 150 acre "Tract I" described in a deed to Vernon G. Hafernik, Jr., Rose Marie Hafernik Apel and John Fred Hafernik, recorded in Document No. 2011036448, Official Public Records of Williamson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod with cap found in the south line of a called Lot 1, Block A of the Taylor High School Addition to the City of Taylor, recorded in Document No. 2011040451, Official Public Records of Williamson County, Texas, said corner also being the northeast corner of said 150 acre tract and the northwest corner of a called 55 acre tract of land described in a deed to Emily Jo Simons, recorded in Volume 737, Page 21, of said records, for the northeast corner of the herein described tract, from which an "X" scratched in the top of a concrete storm structure bears N 73°48'27" W, 41.74 feet;

THENCE S 07°33'38" W, 2049.13 feet, departing the south line of said Taylor High School tract, with east line of said 150 acre tract and the west line of said 55 acre tract, to an iron rod with cap found in the south line of said 150 acre tract and the north line of a called 34.43 acre tract of land described in a deed to Glen & Joan Polasek, recorded in Document No. 2001048223, of said records, also being the southwest corner of said 55 acre tract;

THENCE N 83°08'51" W, 23.72 feet, to a ½ inch iron rod found for the northwest corner of said 34.43 acre tract and an interior corner of said 150 acre tract and of the herein described tract;

THENCE S 08°41'16" W, 160.57 feet, with the common line of said 150 acre tract and said 34.43 acre tract, to a concrete monument found at the southeast corner of said 150 acre tract and the northeast corner of a called 78.95 acre tract of land described in a deed to Charlie W. Mikulencak, recorded in Document No. 2008045905, of said records, for the southeast corner of the herein described tract;

THENCE N 82°26'18" W, with the south line of said 150 acre tract and the north line of said 78.95 acre tract, at 1081.14 feet passing an iron rod with cap found for the northwest corner of said 78.95 acre tract and the northeast corner of a called 29.089 acre tract of land described in a deed to Dennis & Theresa Pokorny, recorded in Document No. 199802230, of said records, continuing on the same bearing an additional 1058.04 feet for a total distance of 2139.18 feet, to an iron rod with cap found in the east right-of-way line of F.M. Road 973, for the southwest corner of the herein described tract, from which a found concrete TXDOT monument bears S 44°29'29" W, 1271.08 feet;

THENCE N 44°27'17" E, 2761.39 feet, with the east right-of-way line of said F.M. 973 to a ½ inch iron rod found in the north line of said 150 acre tract and for the southwest corner of said Taylor High School tract, for the northwest corner of the herein described tract;

THENCE S 82°36'38" E, with the north line of said 150 acre tract and the south line of said Taylor High School tract, at 107.00 feet passing a concrete monument found, continuing with the same bearing for a total distance of 508.29 feet, to the **POINT OF BEGINNING**, and containing 67.71 acres of land, more or less.

NOTES:

*The bearings recited hereon are grid bearings derived from GPS observations based on the Texas State Plane Coordinate System, NAD1983 (2011) datum, Texas Central Zone No. 4203. All distances are horizontal ground distances. The average Combined Correction Factor (CCF) is 0.999887929. Grid distance = Ground Distance * CCF. Permanent iron rods set for corner are 1/2 inch iron rods with cap marked "YALGO 6200", unless otherwise noted herein.*

Luther E. Frobish 2/16/2017
Luther E. Frobish
Registered Professional Land Surveyor
State of Texas No. 6200



EXHIBIT "B"

2017 ANNEXATION SERVICE PLAN

The following is a plan whereby City services will be provided to a territory proposed to be annexed, being approximately 67.71 acres of land, located primarily adjacent to the present City limits. The services will be provided to the area according to the following plan upon annexation.

FIRE

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

POLICE

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

EMERGENCY MEDICAL SERVICES

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

BUILDING INSPECTION

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

PLANNING AND ZONING

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

PARKS AND RECREATION

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

LIBRARY

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

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

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

STREETS AND RIGHTS OF WAY

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

WATER SERVICE AND MAINTENANCE OF WATER FACILITIES

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

SANITARY SEWER SERVICE AND MAINTENANCE

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

SOLID WASTE SERVICES

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

CAPITAL IMPROVEMENTS

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

OTHER SERVICES

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

EXHIBIT "A"
67.71 ACRE TRACT
WILLIAMSON COUNTY, TEXAS

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THENCE N 44°27'17" E, 2761.39 feet, with the east right-of-way line of said F.M. 973 to a ½ inch iron rod found in the north line of said 150 acre tract and for the southwest corner of said Taylor High School tract, for the northwest corner of the herein described tract;

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Luther E. Frobish 2/16/2017
Luther E. Frobish
Registered Professional Land Surveyor
State of Texas No. 6200



ANNEXATION OR CITY LIMITS EXTENSION

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF TAYLOR, TEXAS.

The undersigned owners of the hereinafter described tract of land, which is (1) one-half mile or less in width, (2) contiguous to the city limits, and (3) vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as a part of the City of Taylor, Texas, the property described in Exhibit "A", attached hereto and made a part hereof.

We hereby certify, under oath, that:

WE ARE THE TRUE AND ONLY OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, as conveyed to us in Deed(s) recorded as Document No. 2011036448, Official Public Records of Williamson County, or in Volume _____ Page _____, Deed Records of Williamson County.

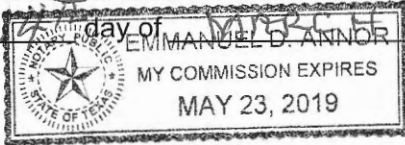
Haferink Farm Group

Owner(s)

Vernon G. Haferink Co-Managing Director

SUBSCRIBED AND SWORN TO BEFORE ME, a notary public, by _____

this 17 day of March, 2017, A.D.



Emmanuel D. Annor
Notary Public, State of Texas

ACKNOWLEDGMENT (INDIVIDUAL)

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____.

Notary Public, State of Texas

ACKNOWLEDGMENT (CORPORATE)

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____, the _____, of _____, a Texas _____, on behalf of said _____.

Notary Public, State of Texas

For Office Use Only

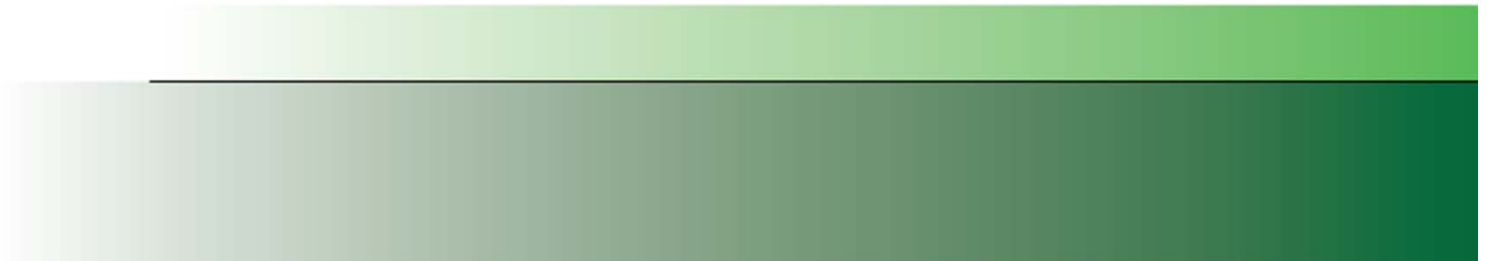
DATE RECEIVED: _____

CITY COUNCIL HEARING DATE: _____

VOLUNTARY ANNEXATION REQUEST

**67.71 ACRES IN THE M. DENTLER SURVEY,
ABSTRACT No. 211 AND THE W.G. ROBINSON
SURVEY**

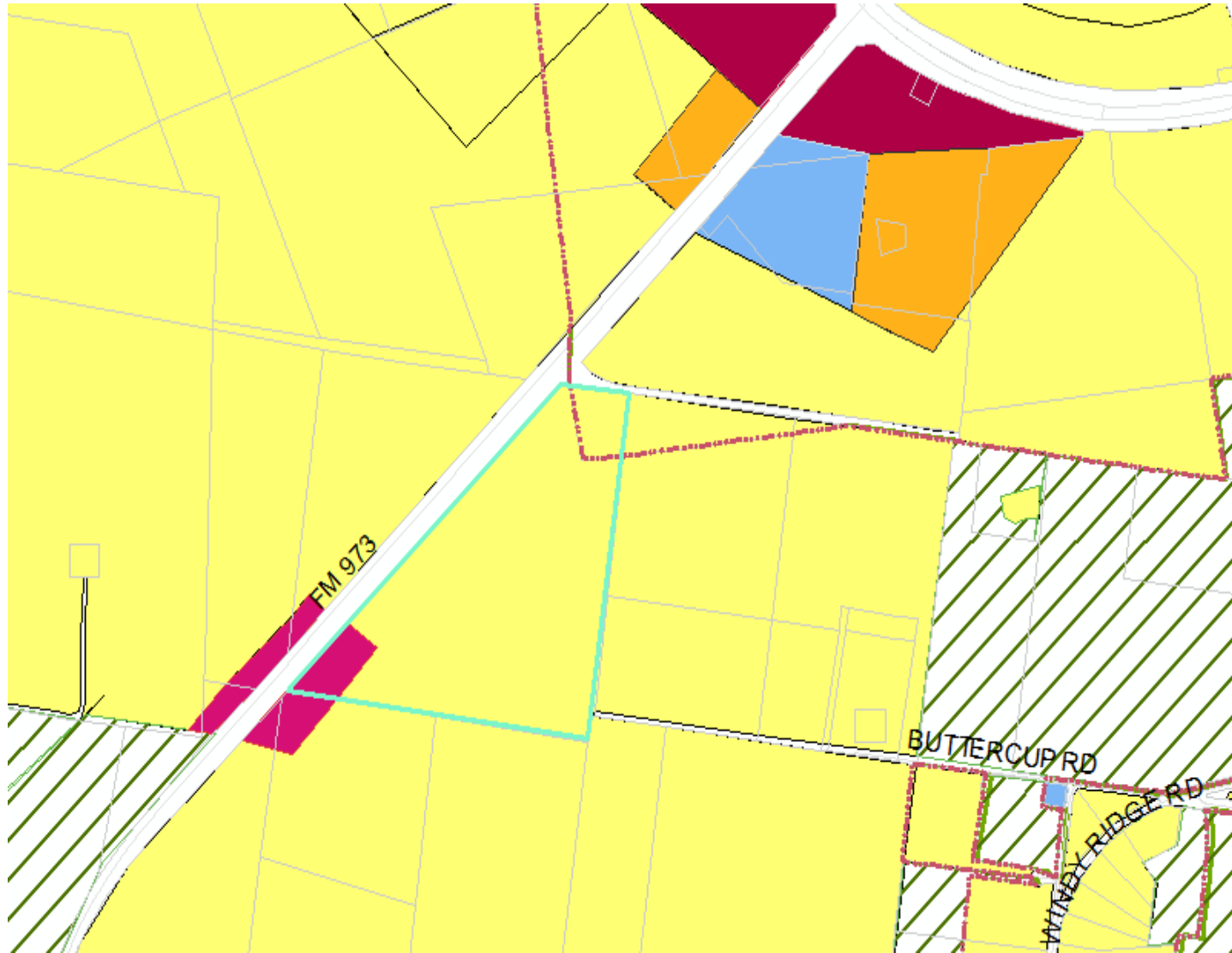
***(LOCATED SOUTH OF THE SOUTHEAST CORNER OF FM973 AND CARLOS G
PARKER)***



PROPERTY



FUTURE LAND USE MAP:



RECOMMENDATION

Staff recommends approval.





City Council Meeting April 13, 2017 Agenda Item Transmittal

Agenda Item #: 4

Agenda Title: Approve Ordinance 2017-08 regarding a request to rezone 67.71 acres in the M. Dentler Survey, Abstract No. 211 and the W. G. Robinson Survey (T.T. Williamson Survey, Abstract No. 754) from the R/A District and ETJ to the R-1 (Single Family Residential/Residential-PD District).

Council Action to be taken: Approve Ordinance by consent

Initiating Department: Development Services

Staff Contact: Ashley Lumpkin, AICP, Development Services Director

1. INTRODUCTION/PURPOSE

This item is to approve a request to rezone an approximate 68 acres located south of the southeast corner of Carlos G. Parker Blvd and FM 973 from the R/A (Residential Agriculture) District and Extraterritorial Jurisdiction (ETJ) to the R-1 (Single-family Residential) and Residential - PD District (RPD) District for a single-family subdivision

2. DESCRIPTION/ JUSTIFICATION

The proposal is to rezone an unplatted tract of land from the R/A (Residential Agriculture) District and Extraterritorial Jurisdiction (ETJ) to the R-1 (Single-family Residential) and Residential - PD District (RPD) District for a single-family subdivision. The result of this request is approximately 3.6 acres being rezoned from R/A (Residential Agriculture) District to R-1/RPD and an original zoning of the remaining approximate 62.7 acres to R-1/RPD. A voluntary annexation petition will be presented to City Council in conjunction with the recommendation of this Residential Planned Development.

The intent of the request is to provide the ability to develop a residential subdivision with lot sizes a minimum of 6,000 square feet while provide an open space/detention/park area in excess of nine acres at the north of the project. The developer also proposes a pedestrian connection to the adjacent Taylor High School. The applicant has provided two conceptual exhibits that demonstrate the proposed layout of approximately 279 single-family lots and the open space area. A Preliminary Plat has been submitted but the proposed zoning must be obtained due to the variations from the standard R-1 Single-family District. The Preliminary Plat is expected to be presented at the April Planning and Zoning Commission meeting.

The R-1/RPD District “is intended to allow and encourage greater design flexibility and

variety in residential planned developments”. Key development standards for the proposed RPD meet or exceed the RPD/R-1 District standards in the following manner:

- The lot sizes conform to the Zoning Ordinance RPD minimum of 6,000 square feet
- Masonry Standards for the RPD are defined as stone, brick, stucco, and up to 75% of horizontally installed cement based siding
- All two-story homes along FM 973 and corner lots will be constructed of 90% masonry to provide an upgraded rear façade along the corridor
- Front and rear porches/patios are required elements for each home
- Each home will include a two-car garage
- Elevation variations within the subdivision are proposed so that no three adjacent lots will have the same home elevation
- Subdivision fencing will include masonry columns, a top cap, and treated wood along FM 973
- Trees and drought-resistant sod will be provided for each front yard as required landscaping.
- Over nine acres of open space will be provided within a HOA-maintained amenity park and drainage facility
- The developer will provide a walking trail adjacent to the parkland and detention area as well as provide connection to the adjacent Taylor High School
- A covered pavilion and a playground will also be provided.

The City’s Future Land Use map, part of the Comprehensive Plan, recognizes this property as being appropriate for single-family uses, with a small portion of the area having also been provided the ability for Gateway Commercial.

Adjacent property owners added to the discussion with questions about the ultimate layout of the property, drainage concerns, and connectivity of Buttercup to FM 973. While the attached exhibit is conceptual at this time, Staff is confident the developer will be able to plat the property and provide engineering schematics to alleviate these concerns during the platting process.

3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

The property owner has requested voluntary annexation for the property in conjunction with this rezoning request. The developer is under a strict timeline to have zoning and platting applications approved prior to closing on the property.

This ordinance was introduced at the March 23rd council meeting with no objections.

5. RECOMMENDATION

Staff recommends approval of the rezoning request, based on the following findings:

1. The Comprehensive Plan Future Land Use map designation of Residential supports and equates directly to the uses and development standards of the R1-RPD
2. The property sits in an area identified by the UTSA : A Vision for Growth plan as Growth Sector #4 stating, “The presence of Taylor High School within the sector makes it attractive to families, and the accessibility and proximity to important parts of Taylor only increase this value.”
3. Surrounding zoning of R-1 and R/A Districts are holding districts from the time of annexation, and do not present conflicts with a proposed residential district.
4. The proposed amenities, open space, and architectural features proposed exceed the minimum standards of the R-1 Single-Family Zoning District/RPD as adopted in the Zoning Ordinance.

The Planning and Zoning Commission held a public hearing on the request on March 14, 2017 and made a recommendation to approve the rezoning request and to introduce the Ordinance. The final vote was 5-0-4 (Chairman McAlister, Secretary Frazier, Commissioner Selin, and Commissioner Gardner were absent).

6. REFERENCE FILES

- 4a. [Ordinance 2017-08 and Field Notes](#)
- 4b. [Presentation](#)

ORDINANCE NO. 2017-08

AN ORDINANCE CHANGING THE ZONING OF PROPERTY DESCRIBED AS BEING 67.71 ACRES IN THE M. DENTLER SURVEY, ABSTRACT NO. 211 AND THE W.G. ROBINSON SURVEY (T.T. WILLIAMSON SURVEY, ABSTRACT NO. 754), GENERALLY LOCATED AT 530 FM 973 IN TAYLOR, WILLIAMSON COUNTY, TEXAS, AND LEGALLY DESCRIBED IN THIS ORDINANCE FROM RESIDENTIAL AGRICULTURE DISTRICT R/A AND SINGLE-FAMILY RESIDENTIAL DISTRICT R-1 TO SINGLE FAMILY – RESIDENTIAL PLANNED DEVELOPMENT R-1/RPD; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on March 23, 2017, to consider the request made by W&B Development/Josh Welch and Hafern Farm Group, as Applicant Agent and Owner of the property, respectively, which property is legally described in Exhibit “A” attached hereto and incorporated by reference herein for all purposes (“Property”), to change the zoning for the Property from Residential Agriculture R/A and to Local Business B-1; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on March 14, 2017, to consider the zoning request, and recommended the zoning change to the City Council; and

WHEREAS, the City Council, after the public hearing, approves the request for the Property zoning change.

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

SECTION 1. The facts and recitations contained in the preamble of this Ordinance are hereby declared to be true and correct and are incorporated by reference herein and made a part hereof, as if copied verbatim.

SECTION 2. The Property is changed from Residential Agriculture (R/A) and Single-Family Residential District to Single-Family Residential District/Residential Planned District R-1/RPD.

SECTION 3. The Official Zoning map of the City of Taylor, Texas, is changed to show the Property zoning district changed from Residential Agriculture (R/A) and Single-Family Residential District to Single-Family Residential District/Residential Planned District R-1/RPD.

SECTION 4. All other terms and conditions contained in the official zoning map, except as amended herein, shall continue and remain in full force and effect.

SECTION 5. 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 6. In accordance with Article VIII of the City Charter, Ordinance 2017-08 was introduced before the Taylor City Council on the 23rd day of March, 2017.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2017.

Jesse Ancira, Jr,
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. 2017-08, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2017, 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 _____, 2017.

Susan Brock
City Clerk

EXHIBIT A

[Legal Description – Survey/Field Notes]

EXHIBIT "A"
67.71 ACRE TRACT
WILLIAMSON COUNTY, TEXAS

Field Notes for a 67.71 acre tract of land situated in, and being out of the M. Dentler Survey, Abstract No. 211 and the W.G. Robinson Survey (T.T. Williamson Survey, Abstract No. 754), Williamson County, Texas, and being a part of a called 150 acre "Tract I" described in a deed to Vernon G. Hafernik, Jr., Rose Marie Hafernik Apel and John Fred Hafernik, recorded in Document No. 2011036448, Official Public Records of Williamson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod with cap found in the south line of a called Lot 1, Block A of the Taylor High School Addition to the City of Taylor, recorded in Document No. 2011040451, Official Public Records of Williamson County, Texas, said corner also being the northeast corner of said 150 acre tract and the northwest corner of a called 55 acre tract of land described in a deed to Emily Jo Simons, recorded in Volume 737, Page 21, of said records, for the northeast corner of the herein described tract, from which an "X" scratched in the top of a concrete storm structure bears N 73°48'27" W, 41.74 feet;

THENCE S 07°33'38" W, 2049.13 feet, departing the south line of said Taylor High School tract, with east line of said 150 acre tract and the west line of said 55 acre tract, to an iron rod with cap found in the south line of said 150 acre tract and the north line of a called 34.43 acre tract of land described in a deed to Glen & Joan Polasek, recorded in Document No. 2001048223, of said records, also being the southwest corner of said 55 acre tract;

THENCE N 83°08'51" W, 23.72 feet, to a ½ inch iron rod found for the northwest corner of said 34.43 acre tract and an interior corner of said 150 acre tract and of the herein described tract;

THENCE S 08°41'16" W, 160.57 feet, with the common line of said 150 acre tract and said 34.43 acre tract, to a concrete monument found at the southeast corner of said 150 acre tract and the northeast corner of a called 78.95 acre tract of land described in a deed to Charlie W. Mikulencak, recorded in Document No. 2008045905, of said records, for the southeast corner of the herein described tract;

THENCE N 82°26'18" W, with the south line of said 150 acre tract and the north line of said 78.95 acre tract, at 1081.14 feet passing an iron rod with cap found for the northwest corner of said 78.95 acre tract and the northeast corner of a called 29.089 acre tract of land described in a deed to Dennis & Theresa Pokorny, recorded in Document No. 199802230, of said records, continuing on the same bearing an additional 1058.04 feet for a total distance of 2139.18 feet, to an iron rod with cap found in the east right-of-way line of F.M. Road 973, for the southwest corner of the herein described tract, from which a found concrete TXDOT monument bears S 44°29'29" W, 1271.08 feet;

THENCE N 44°27'17" E, 2761.39 feet, with the east right-of-way line of said F.M. 973 to a ½ inch iron rod found in the north line of said 150 acre tract and for the southwest corner of said Taylor High School tract, for the northwest corner of the herein described tract;

THENCE S 82°36'38" E, with the north line of said 150 acre tract and the south line of said Taylor High School tract, at 107.00 feet passing a concrete monument found, continuing with the same bearing for a total distance of 508.29 feet, to the **POINT OF BEGINNING**, and containing 67.71 acres of land, more or less.

NOTES:

*The bearings recited hereon are grid bearings derived from GPS observations based on the Texas State Plane Coordinate System, NAD1983 (2011) datum, Texas Central Zone No. 4203. All distances are horizontal ground distances. The average Combined Correction Factor (CCF) is 0.999887929. Grid distance = Ground Distance * CCF. Permanent iron rods set for corner are 1/2 inch iron rods with cap marked "YALGO 6200", unless otherwise noted herein.*

Luther E. Frobish 2/16/2017

Luther E. Frobish
Registered Professional Land Surveyor
State of Texas No. 6200



MILLER, BILLIE O & ET AL
DOC #2010074598 DATED 10/28/2010

TRACT B
DRAINAGE
6.042 Acres

SIMONS, EMILY JO
V 737 P 21 DATED 11/13/1978

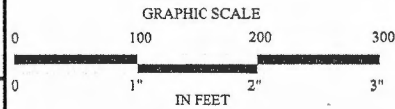
BENCH
PLAYSCAPE
PAVILION
BENCH

TRACT C
PARK LAND
3.390 Acres

TRAIL

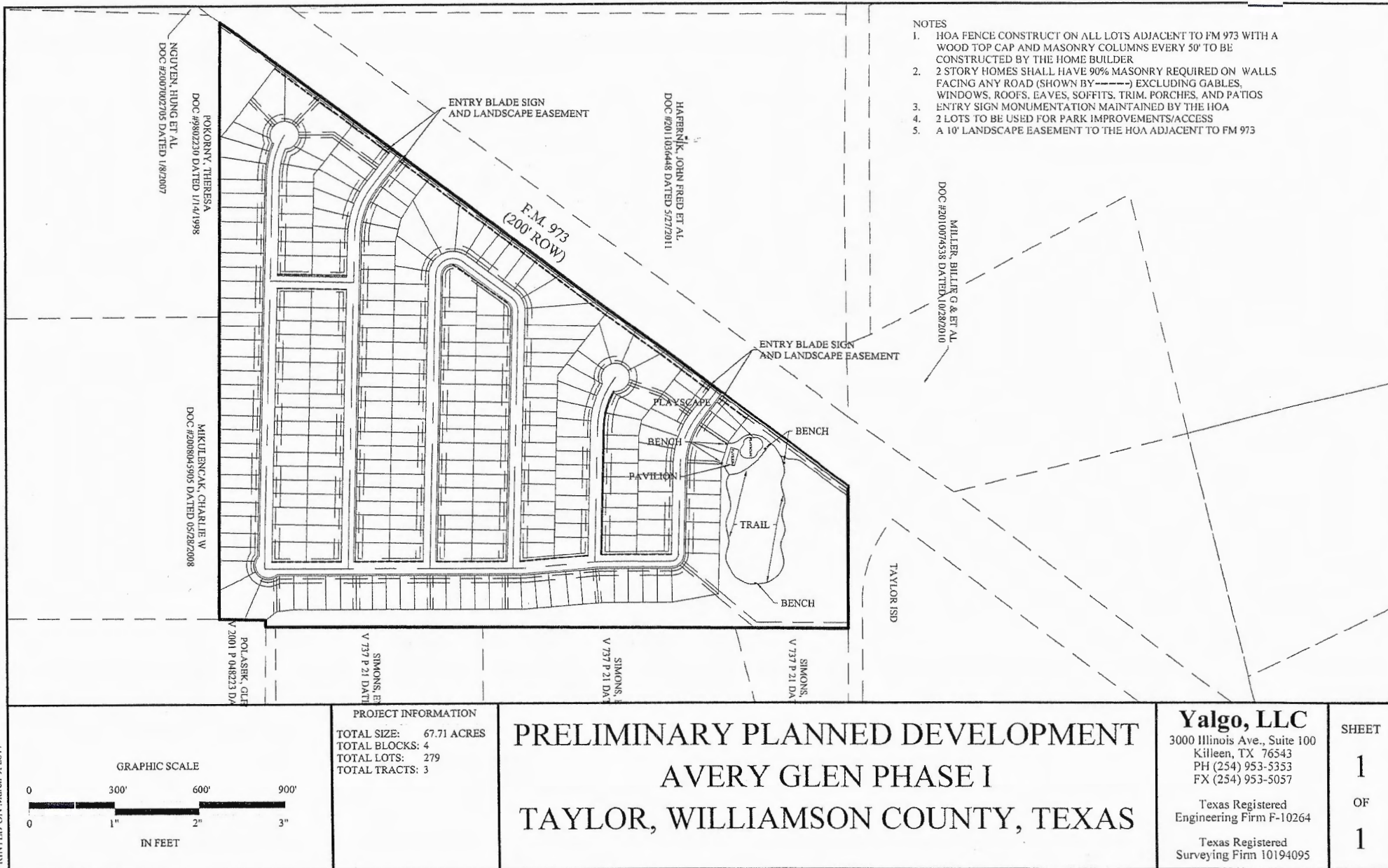
WARWICK DRIVE
50' R.O.W.

REV.	DESCRIPTION	DATE	BY
1	ORIGINAL RELEASE	3/1/17	BTW
PROJECT NUMBER: HA01		CLIENT NAME: W & B DEVELOPMENT	
APPROVED BY: SAB		CLIENT LOCATION: KILLEEN, TX	
AUTHORIZED BY: WBW			



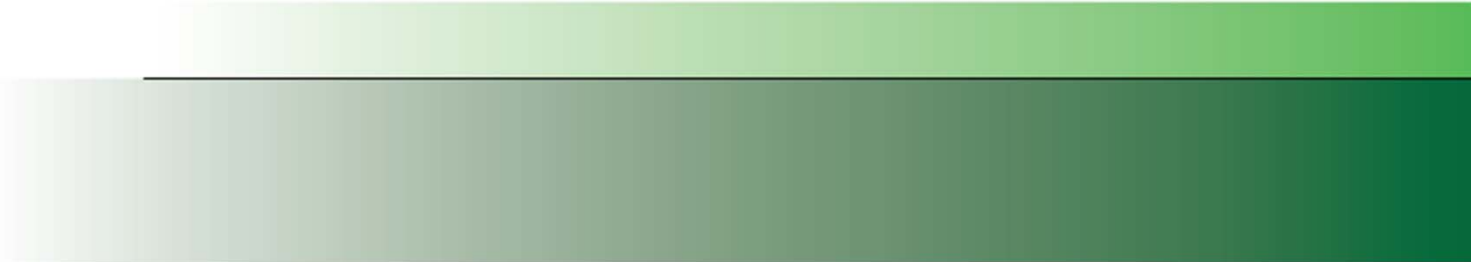
Yalgo, LLC
3000 Illinois Ave., Suite 100
Killeen, TX 76543
PH (254) 953-5353
FX (254) 953-0032
Texas Registered Engineering
Firm F-10264
Texas Registered
Surveying Firm 10194095

SHEET
1
OF
1



REZONING REQUEST
PZ-20171034

**67.71 ACRES IN THE M. DENTLER SURVEY, ABSTRACT
No. 211 AND THE W.G. ROBINSON SURVEY**
*(LOCATED SOUTH OF THE SOUTHEAST CORNER OF FM973 AND CARLOS G
PARKER)*

A decorative horizontal bar at the bottom of the page, consisting of two overlapping rectangular sections. The top section is a light green gradient, and the bottom section is a darker green gradient, creating a layered effect.

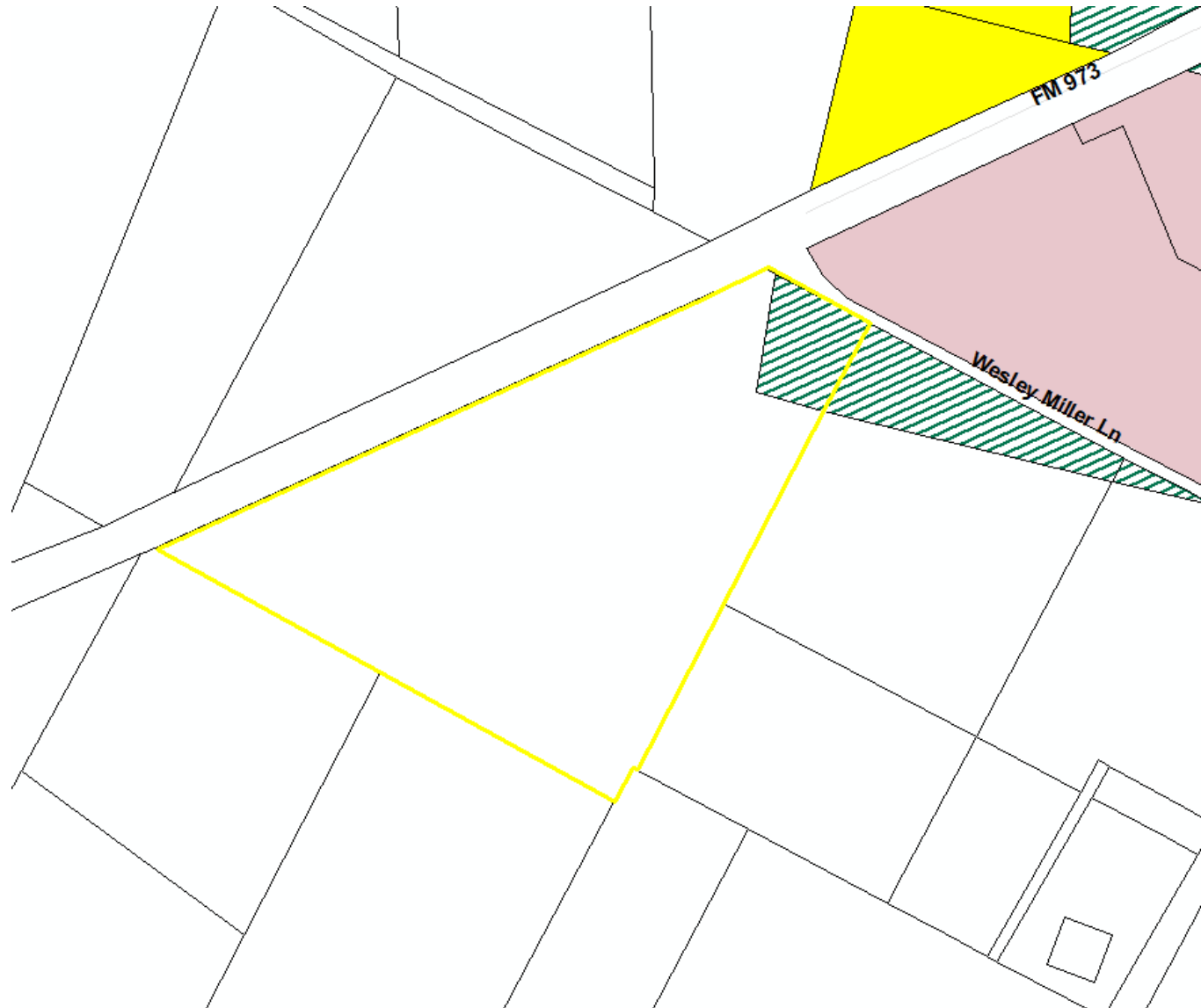
Request — R/A (Residential
Agriculture) District and Extraterritorial
Jurisdiction (ETJ) to the R-1 (Single-family
Residential) and Residential - PD District
(RPD) District for a single-family
subdivision



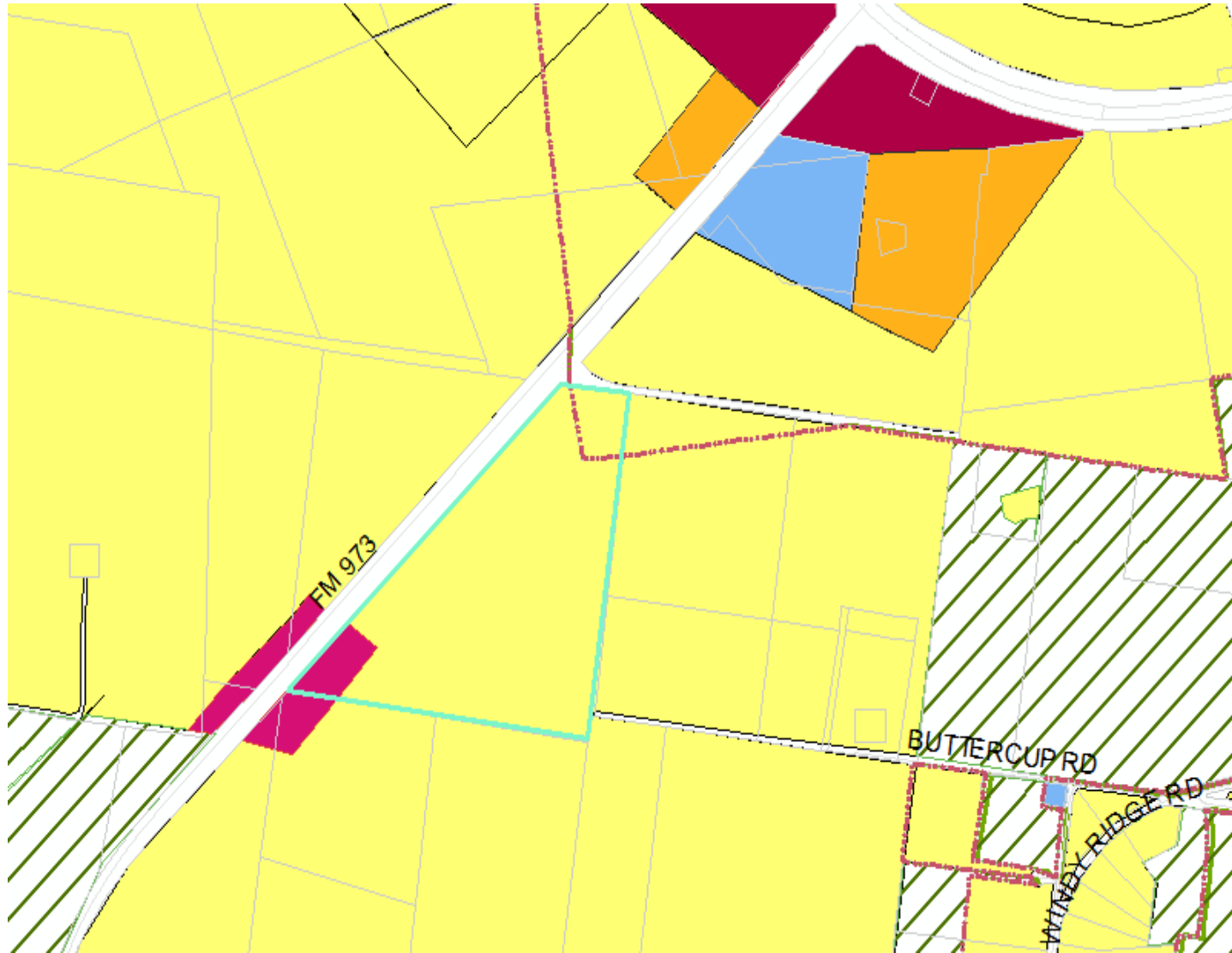
PROPERTY



EXISTING ZONING:



FUTURE LAND USE MAP:



ANALYSIS

- The R-1/RPD District “is intended to allow and encourage greater design flexibility and variety in residential planned developments”. Key development standards for the proposed RPD meet or exceed the RPD/R-1 District standards in the following manner:
 - The lot sizes conform to the Zoning Ordinance RPD minimum of 6,000 square feet
 - Masonry Standards for the RPD are defined as stone, brick, stucco, and up to 75% of horizontally installed cement based siding
 - All two-story homes along FM 973 and corner lots will be constructed of 90% masonry to provide an upgraded rear façade along the corridor
 - Front and rear porches/patios are required elements for each home
- 
- A decorative horizontal bar at the bottom of the slide, consisting of two overlapping rectangular sections. The top section is a light green gradient, and the bottom section is a darker green gradient, creating a layered effect.

ANALYSIS

- Each home will include a two-car garage
- Elevation variations within the subdivision are proposed so that no three adjacent lots will have the same home elevation
- Subdivision fencing will include masonry columns, a top cap, and treated wood along FM 973
- Trees and drought-resistant sod will be provided for each front yard as required landscaping.



ANALYSIS

- Over nine acres of open space will be provided within a HOA-maintained amenity park and drainage facility
- The developer will provide a walking trail adjacent to the parkland and detention area as well as provide connection to the adjacent Taylor High School
- A covered pavilion and a playground will also be provided.



ANALYSIS

- The Comprehensive Plan Future Land Use map designation of Residential supports and equates directly to the uses and development standards of the R1-RPD
 - The property sits in an area identified by the UTSA : A Vision for Growth plan as Growth Sector #4 stating, “The presence of Taylor High School within the sector makes it attractive to families, and the accessibility and proximity to important parts of Taylor only increase this value.”
 - Surrounding zoning of R-1 and R/A Districts are holding districts from the time of annexation, and do not present conflicts with a proposed residential district.
 - The proposed amenities, open space, and architectural features proposed exceed the minimum standards of the R-1 Single-Family Zoning District/RPD as adopted in the Zoning Ordinance.
- 

RECOMMENDATION

Staff recommends approval based on the stated analysis.

The Planning and Zoning Commission held a public hearing on the request on March 14, 2017 and made a recommendation to approve the rezoning request and to introduce the Ordinance.





***City Council Meeting
April 13, 2017
Agenda Item Transmittal***

Agenda Item #: 5
Agenda Title: Consider accepting public improvements for the KB North Park Phase 5
Council Action to be taken: Approve by consent
Initiating Department: Public Works
Staff Contact: Matthew Rector, Director

1. INTRODUCTION/PURPOSE

To consider accepting ownership of public improvements regarding the infrastructure portion of the final phase of the KB North Park subdivision, Phase 5.

2. DESCRIPTION/ JUSTIFICATION

DNT Construction LLC has completed the street, drainage, water and wastewater improvements as part of the Phase 5 of the subdivision for 54 single family residential lots. These improvements consist of 7,125 square yards of asphalt pavement, 4,475 feet of curb and gutter, 1,746 feet of storm sewer, 2,510 feet of water line, and 1,627 feet of sanitary sewer as well as the appurtenant structures.

Staff has received three hard copies of the as-built drawings, one electronic copy of the as-built drawings, video footage of the sewer lines, 2-year maintenance bond for 100% of the value of the project, certification letter from LJA Engineering, Inc. indicating substantial conformance to the plans.

This phase includes 54 single family residential lots. The entire Summerfield Subdivision is platted for 461 lots.

3. FINANCIAL/BUDGET

According to construction documentation the total value of the in place improvements is \$1,058,804.75.

4. TIMELINE CONSIDERATIONS

None.

5. RECOMMENDATION

Staff recommends accepting ownership.

6. REFERENCE FILES





***City Council Meeting
April 13, 2017
Agenda Item Transmittal***

Agenda Item #: 6
Agenda Title: Approve minutes for March 23, 2017.
Council Action: Approve by consent 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

6a. [Minutes March 23, 2017](#)

The City Council of the City of Taylor met on March 23, 2017, at City Hall, 400 Porter St., Taylor, Texas. Noting the absence of Council Members Robert Garcia and Christine Lopez, Mayor Jesse Ancira declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Council Member Christopher Gonzales
Mayor Pro Tem Brandt Rydell

Isaac Turner, City Manager
Noel Bernal, Assistant City Manager
Ted Hejl, City Attorney
Susan Brock, City Clerk

INVOCATION

Mr. Bernal led the group in prayer.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. PROCLAMATION: NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK IS APRIL 9-15, 2017.

Chief Fluck and his staff accepted the proclamation presented by Mayor Ancira.

2. PROCLAMATION: LIBRARY 10TH ANNIVERSARY AT NEW LOCATION.

Mayor Ancira presented the proclamation to Ms. Karen Ellis, Library Director and members of her Friends of the Library and Library Advisory Board. Ms. Ellis invited the public to join them at the Library for a celebration on March 30 from 6 to 8 pm.

ANNOUNCEMENTS

Mayor Ancira read a list of upcoming community events and activities. Mr. Mike DeVito, Parks and Recreation Director, announced the grant award from the Texas Parks and Wildlife Department of \$500,000 for improvements at Heritage Square and to build a skate park.

CITIZENS COMMUNICATION

Mr. David Paul, 840 W. 6th St., commented on the structure at 608 Kimbro and Ms. Patrice Dempsey, 4106 Big Bend Trail, commented on the needs and issues related to the animal shelter.

CONSENT AGENDA

3. APPROVE ORDINANCE 2017-02 REGARDING A REQUEST TO REZONE PROPERTY DESCRIBED AS 38 ACRES NEAR FM973.

ORDINANCE NO. 2017-02

AN ORDINANCE CHANGING THE ZONING OF PROPERTY DESCRIBED AS BEING 38.979 ACRES IN THE GEORGE M. REESE SURVEY, ABSTRACT No. 533, GENERALLY LOCATED IN THE SOUTHWEST CORNER OF CARLOS G. PARKER BOULEVARD AND FM 973 IN TAYLOR, WILLIAMSON COUNTY, TEXAS, AND LEGALLY DESCRIBED IN THIS ORDINANCE FROM RESIDENTIAL AGRICULTURE DISTRICT R/A TO GENERAL BUSINESS DISTRICT B-2; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

4. RECEIVE ANNUAL TIF (TAX INCREMENT FINANCE) REPORT, 2016.
5. CONCUR WITH PRELIMINARY FINANCIALS FOR FEBRUARY 2017.
6. APPROVE AMENDED MINUTES FOR JANUARY 12, 2017.
7. APPROVE MINUTES FOR MARCH 9, 2017.

Council Member Gonzales moved to approve the consent agenda as presented and Mayor Pro Tem Rydell seconded the motion. VOTE: Three voted AYE. Motion passed.

PUBLIC HEARING/ORDINANCES

8. APPROVE ORDINANCE 2017-07 AMENDING THE COMPOSITION AND TERMS OF ANIMAL CONTROL APPEALS BOARD AND SHELTER ADVISORY COMMITTEE.

Mayor Ancira asked that this item be rescheduled for a future meeting when all council members were present.

ORDINANCE NO. 2017-07

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ORDINANCE 2009-7, THE TAYLOR ANIMAL CONTROL ORDINANCE, BY AMENDING SECTION 7.A., ANIMAL CONTROL APPEALS BOARD, BY ALLOWING THE CITY COUNCIL TO APPOINT AN ADDITIONAL NUMBER OF CITY RESIDENTS NOT TO EXCEED FIVE; PROVIDING A SEVERABILITY CLAUSE.

9. CONSIDER INTRODUCING ORDINANCE 2017-10 REGARDING A REQUEST FOR VOLUNTARY ANNEXATION OF 67.71 ACRES OF LAND SITUATED IN THE M. DENTLER SURVEY, ABSTRACT NO. 211 AND THE W. G. ROBINSON SURVEY (T. T. WILLIAMSON SURVEY, ABSTRACT NO. 754) AND LOCATED IN WILLIAMSON COUNTY, TEXAS.

Ms. Ashley Lumpkin, Director of Development Services, presented a request from property owners to voluntarily annex property into the City of Taylor city limits. This request relates to the next agenda item which is Ordinance 2017-08 requesting the same property to be rezoned for future development. With no further discussion, Mayor Ancira asked Mr. Hejl to officially introduce the Ordinance as presented.

ORDINANCE 2017-10

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS PROVIDING FOR THE ANNEXATION OF THE TRACT OF LAND HEREINAFTER MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS TO THE CITY OF TAYLOR, TEXAS FOR ALL MUNICIPAL PURPOSES; AND LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TAYLOR, TEXAS; PROVIDING FOR AN ANNEXATION SERVICE PLAN AND THE EXTENSION OF THE CORPORATE LIMITS OF THE CITY OF TAYLOR, TEXAS TO INCLUDE THE ANNEXED TRACT; PROVIDING FOR PARTIAL INVALIDITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

10. CONDUCT PUBLIC HEARING AND CONSIDER INTRODUCING ORDINANCE 2017-08 REGARDING A REQUEST TO REZONE 67.71 ACRES IN THE M. DENTLER SURVEY, ABSTRACT NO. 211 AND THE W. G. ROBINSON SURVEY (T. T. WILLIAMSON SURVEY, ABSTRACT NO. 754) FROM THE R/A DISTRICT AND ETJ TO THE R-1 (SINGLE FAMILY RESIDENTIAL/RESIDENTIAL-PD DISTRICT).
Ms. Lumpkin presented a request to rezone property adjacent to the Taylor High School that would allow a single family subdivision development. The development intent is to provide a minimum lot size of 6,000 square feet and a nine acre open space/detention/park area on the north side of the development. Mayor Ancira conducted a public hearing and Mr. Josh Welch, the developer of this property, provided additional information about the project. He stated that the development process and staff to date has been responsive and “the best to work with”. The Public Hearing was closed and Council Member Gonzales requested information on what plans TxDOT has for the traffic that may result from this project and Mr. Turner said they are aware of the potential issues. With no further discussion Mr. Hejl introduced the ordinance as presented.

ORDINANCE NO. 2017-08

AN ORDINANCE CHANGING THE ZONING OF PROPERTY DESCRIBED AS BEING 67.71 ACRES IN THE M. DENTLER SURVEY, ABSTRACT NO. 211 AND THE W.G. ROBINSON SURVEY (T.T. WILLIAMSON SURVEY, ABSTRACT NO. 754), GENERALLY LOCATED AT 530 FM 973 IN TAYLOR, WILLIAMSON COUNTY, TEXAS, AND LEGALLY DESCRIBED IN THIS ORDINANCE FROM RESIDENTIAL AGRICULTURE DISTRICT R/A AND SINGLE-FAMILY RESIDENTIAL DISTRICT R-1 TO SINGLE FAMILY – RESIDENTIAL PLANNED DEVELOPMENT R-1/RPD; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

11. RECEIVE UPDATE ON HOTEL DEVELOPMENT.

In Mr. Nimesh Patel’s absence, Mr. Turner provided an update on the hotel development project. He stated that Mr. Patel was scheduled to close on the property at the end of the week and will proceed with the project after April 20 when the current tenants complete their move. As a result, Mr. Turner stated that Mr. Patel may need to submit a request to change the start date due to the additional time given the tenants to move.

Mayor Pro Tem Rydell moved to accept the report as presented and Council Member Gonzales seconded the motion. VOTE: Three voted AYE. Motion passed.

12. CONSIDER APPROVING RESOLUTION R17-09 FOR THE FINANCING OF CAPITAL EQUIPMENT WITH CITIZENS NATIONAL BANK AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

Ms. Rosemarie Dennis, Director of Finance, presented a request to consider approving a resolution to award a contract to Citizens National Bank to provide financing for 10 vehicles and two mowers at a rate of 3.05%.

Mayor Pro Tem Rydell moved to approve Resolution R17-09 and to authorize the city manager to execute the agreement as presented and Council Member Gonzales seconded the motion. VOTE: Three voted AYE. Motion passed.

(The next item was taken out of order and presented immediately after the Consent Agenda.)

13. RECEIVE PRESENTATION ON REDESIGN OF HERITAGE SQUARE.

Ms. Lumpkin invited Mr. Mark Baker with SEC to present a preliminary design plan for Heritage Square. Plans are still in the preliminary design phase and will be reviewed by selected boards for their comments prior to bringing back to Council for approval.

14. CONSIDER PROPOSED FUTURE AGENDA TOPICS AND ITEMS FOR DISCUSSION.

Mayor Ancira asked Council Members for future agenda items. No new items were added.

(Mayor Ancira and Council adjourned to closed session at 7:00 pm.)

15. 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 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.

- 7th Street Hospital Property
- Review retirement agreement for Jim Dunaway

16. CONSIDER ACTION FROM EXECUTIVE SESSION.

Mayor Ancira and Council Members returned to the dais and declared the meeting reopened at 7:18 pm. He stated that no action was taken during the closed session. Mayor Pro Tem Rydell moved to approve the settlement agreement and release (discussed in closed session) and Council Member Gonzales seconded the motion. VOTE: Three voted AYE. Motion passed.

ADJOURN

With no further action Mayor Ancira declared the meeting adjourned at 7:19 p.m.

Jesse Ancira, Jr., Mayor

ATTEST:

Susan Brock, City Clerk



City Council Meeting April 13, 2017 Agenda Item Transmittal

Agenda Item #: 7

Agenda Title: Approve Ordinance 2017-07 regarding the composition and terms of members of the Animal Control Appeals Board and Shelter Advisory Committee and appoint member(s).

Council Action to be taken: Approve and make appointment

Initiating Department: Animal Control/Police

Staff Contact: Commander Joseph Branson

1. INTRODUCTION/PURPOSE

At the January 26 Council meeting board appointments for this committee were postponed at the request of Council members. This ordinance was introduced at the March 9th council meeting and is presented for a second and final reading.

Council may also want to consider appointing one new member to the board at this time to bring the total up to an odd number (7).

2. DESCRIPTION/ JUSTIFICATION

Current composition as outlined in Ordinance 2009-07 and required by State Law include the following: a licensed veterinarian, municipal official, an animal shelter employee and one person from an animal welfare organization. Original members were appointed by Council in July 2008 with no term limits provided.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

This board will be instrumental in working on the facility options and will begin deliberating when the new member(s) is/are seated.

5. RECOMMENDATION

Staff recommends Council approve the ordinance as presented and consider making appointment(s).

6. REFERENCE FILES

- 7a. [Ordinance 2017-07 expanding](#) the board
- 7b. [Roster and applications received.](#)

ORDINANCE NO. 2017-07

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ORDINANCE 2009-7, THE TAYLOR ANIMAL CONTROL ORDINANCE, BY AMENDING SECTION 7.A., ANIMAL CONTROL APPEALS BOARD, BY ADDING 4 MEMBERS TO THE BOARD; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council passed Animal Control Ordinance No. 2009-7 on February 12, 2009; and

WHEREAS, the City Council desires to amend Ordinance No. 2009-7, to change the following which is deemed to be in the best interest of the City of Taylor, Texas.

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

Section 1.

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

Section 2.

Section 7.A., is amended to read as follows:

"There is hereby created the Animal Control Appeals Board and shelter advisory committee comprised of a licensed veterinarian to be appointed by the City Council, a municipal official, one (1) person whose duties include the daily operation of an animal shelter, one (1) representative from an animal welfare organization and the City Council shall have the discretion to appointment up to five (5) additional members who are residents of the City of Taylor, Texas. The denial or revocation of registration may be appealed by filing with the Animal Control Officer a written request for hearing within ten (10) days after notification of the denial or revocation. The filing of a request for an appeal stays the action until the Appeals Board makes a final decision, although it does not preclude the necessity for the animal to be removed from the City until all appeals are final. If written request for an appeal is not timely made, the denial or revocation is final."

Section 3.

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

Section 4.

All other terms and conditions contained in the Ordinance 2009-7 as written or as previously amended, except as amended herein, shall continue and remain in full force and effect.

In accordance with Article VIII, Section 1 of the City Charter, Ordinance No. 2017-07 was introduced before the Taylor City Council on the 9th day of March, 2017.

PASSED, APPROVED and ADOPTED on this the ____ day of March, 2017.

Jesse Ancira Jr., 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. 2017-07, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of March, 2017, 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 March, 2017.

Susan Brock
City Clerk

BOARD	Representative	MEMBER	APPOINTED	EXPIRES
Animal Control Appeals Board and Shelter Advisory Committee*	Licensed Vet	Arlon W. Graef, DVM	7-2008	
	Animal Welfare Org	Rhywnn Gaffney TCSAR	7-2008	
	Animal Control Officer	Klaasje Helgren (O) 512-352-5551 (C) 512-352-5483	3-2015	
	City Official	Joseph Branson, Police Commander (O) 352-5551 josephy.branson@taylortx.gov	10-2015	
	Resident	Diana Voytek	8-2016	
		Christine Sumpter-Hegar	11-2014	

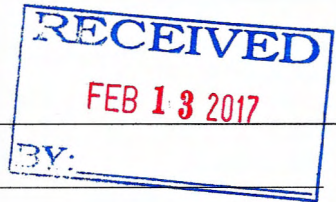


City of Taylor Boards and Committee Application

PLEASE TYPE OR PRINT CLEARLY:

Name Patrice Dempsey _____
Address (Residence and Mailing)
4106 Big Bend Trail _____
Taylor TX 76574 _____
How long at this residence? 14 years _____
Phone (Home) _____
Cell Phone 512 269-8801 _____
Fax _____
Email prd54@att.net _____

Occupation Retired _____
Employer USPS _____
Address _____
Work Phone _____
Business owner? ☒ Yes ☐ No
Additional information?



List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) Animal Control Appeals Board and Shelter Advisory Committee

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

As a member of the Taylor community since 1984, I am familiar with the challenges and issues that our city government faces. I retired on 2/1/14 from USPS after 35 yrs of service, three of which were in management. Additionally, I am the president of Cinderella's Closet, a local 501(c)3 organization which serves the young ladies of Taylor and surrounding communities. I am passionate about the work that our animal shelter and its employers do, and I feel that I would be able to contribute logical and sound opinions towards meeting the challenges of our current animal shelter if appointed to this advisory board.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby affirm that the information provided above is true and correct.

Signature Patrice Dempsey (via electronic signature) Date 2/13/2017 _____



City of Taylor

Boards and Committee Application

PLEASE TYPE OR PRINT CLEARLY:

Name <u>Carrie Lynn (MIMI) Grayson</u>
Address (Residence and Mailing)
<u>1213 Vance St</u>
<u>Taylor, TX 76574</u>
How long at this residence? <u>9 months</u>
Phone (Home) <u>N/A</u>
Cell Phone <u>512.229.6466</u>
Fax
Email <u>carrie.l.grayson@gmail.com</u>

Occupation <u>Musician</u>
Employer
Address
Work Phone
Business owner? ☒ Yes ☐ No
Additional information? <u>My husband and I own Old Glory Construction. Were in Georgetown for 8 years now our home is Taylor. We are hoping</u>
<u>To be useful to our community.</u>

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : **Animal Control Appeals Board and Shelter Advisory Board**

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

I have prior experience as a military police K9 officer, A lifetime of experience with horses and stock, over 20 years experience as an ER/OR nurse technician, as well as 9 years of experience as a veterinary technician assistant. I feel that these experiences make me a good candidate to volunteer for this board.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature Carrie Lynn Grayson e-sig Date 12/5/2016



City of Taylor Boards and Committee Application

PLEASE TYPE OR PRINT CLEARLY:

Name Thomas Rohlack

Address (Residence and Mailing)

1419 Thompson Street

Taylor

How long at this residence? 16 years

Phone (Home) n/a

Cell Phone 512-461-4331

Fax n/a

Email trohlack5150@gmail.com

Occupation Civil Engineer

Employer CAS Consulting & Services, Inc.

Address 7908 Cameron Road

Austin, Texas 78754

Work Phone 512-36-2388

Business owner? ☐ Yes ☒ No

Additional information? _____

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : Animal Control Board

Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

current animal shelter volunteer, previously served on P&Z (latest was 2013),

currently serving on TISD Board of Trustees

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature

Date

6/2/16



***City Council Meeting
April 13, 2017
Agenda Item Transmittal***

Agenda Item #: 8

Agenda Title: Receive update and consider amending development agreement for hotel project.

Council Action to be taken: Receive update and approve amending agreement if necessary.

Initiating Department: Development Services

Staff Contact: Ashley Lumpkin, Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to receive a project update and to consider amending the original hotel development agreement to allow the developer additional time to begin construction.

2. DESCRIPTION/ JUSTIFICATION

Now that Mr. Nimesh Patel, Sadya Capital LLC, has closed on the property and the owners are in the process of moving. The request to rezone the property has been approved as well as the final plat.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

The 380 agreement timeline stipulates construction is to begin by May 1, 2017 and a Certificate of Occupancy (CO) is to be obtained prior to June 1, 2018.

As outlined in the agreement in Section 12, Mr. Patel may request an adjustment to these dates as the project proceeds.

5. RECOMMENDATION

Staff recommends that, if requested by Mr. Patel, that the Council instruct staff to amend the existing agreement by extending the time for construction to being and the date for a Certificate of Occupancy to be obtained.

6. REFERENCE FILES

- 8a. [380 Agreement for the hotel](#)
- 8b. [Additional information from](#) the October 13, 2016 council meeting.



**SADYA CAPITAL, LLC
AND
THE CITY OF TAYLOR, TEXAS,
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT**

RECITALS:

This Economic Development Agreement ("Agreement") is entered into by and between the CITY OF TAYLOR, TEXAS, a Texas home rule municipal corporation ("CITY") and SADYA CAPITAL, LLC, a Texas Limited Liability Company ("SADYA").

WHEREAS, the CITY adopted Ordinance 2010-38 on September 9, 2010, ("Ordinance"), establishing and authorizing the CITY to make economic development grants; and

WHEREAS, Chapter 351, Tax Code, authorizes the CITY to expend hotel/motel occupancy tax revenue for the acquisition, lease, construction, improvement, enlarging, maintenance, equipping and operation of a convention center facility which includes civic centers, auditoriums, parking areas, and auditoriums owned or managed by the CITY, and

WHEREAS, the Civic Center (hereinafter defined) to be located in the Hotel (hereinafter defined) will enhance and promote tourism and the hotel and convention industry and will attract visitors from outside the CITY into the CITY or its vicinity; and

WHEREAS, the CITY is granting economic benefits to SADYA in recognition of the positive economic benefits to the CITY through SADYA's construction of a hotel complying with the following requirements and as further required in this Agreement ("Hotel"):

- a. the Hotel shall be a sixty-five (65) or more room business class hotel, whose brand shall be one of the following brands approved by the CITY ("Approved Brand Hotel"), and any other brand name requires separate CITY Council approval;

La Quinta

<http://www.laquintafranchise.com/>

Holiday Inn Express

<http://development.ihg.com/s/amer-BrochurePDFViewer?brochureOfBrand=holidayinnexpress>

Hampton Inn

http://www.hiltonworldwide.com/assets/pdfs/prototypes/prototype_hampton.pdf

Comfort Suites

<http://www.choicehotelsfranchise.com/comforitsuities/prototype/>

- b. An Approved Brand Hotel in the CITY is required for the economic incentives offered by the CITY in this Agreement. Consequently, SADYA shall be obligated to construct and operate the Hotel using the guidelines and franchise agreements by the Approved Brand Hotel and as required herein;
- c. the room doors shall open inside the Hotel and not to the outside;
- d. the Hotel shall have one (1) or more public meeting rooms with a combined square footage usable by public meeting room occupants for a fee, which square footage shall not include storage capacity required for use of the public meeting rooms, in an amount of no less than One Thousand One Hundred (1,100) square feet ("Civic Center");
- e. the Hotel and Civic Center shall be of the type and quality approved by the CITY as a prerequisite condition to this Agreement, which approval shall be granted for the following brands:

La Quinta

Holiday Inn Express

Hampton Inn

Comfort Suites

- f. the Hotel and Civic Center shall be constructed on the real property described in Exhibit "A" attached hereto and incorporated by reference herein ("Property");
- g. SADYA shall operate the Hotel and Civic Center on the Property as a Hotel business during the term of this Agreement. Notwithstanding,

SADYA will be entitled to transfer the benefits accruing to SADYA for the economic incentives, reimbursement grants, and Civic Center rental payments provided in this Agreement to one "Affiliated Entity" for the operation of the Hotel and Civic Center. As used in this Agreement, the term "Affiliated Entity" means any partnership, corporation, company, or legal entity controlled by NIMESH D. PATEL AND DILIP B. PATEL. For purposes of the definition of Affiliated Entity, the term "controlled by" shall mean the majority ownership interest in allowing legal control of the Affiliated Entity. SADYA shall provide information required by the CITY to verify that the Hotel and Civic Center operation is controlled by SADYA or the Affiliated Entity. The CITY will, after verification of the Affiliated Entity ownership, permit the assigned economic incentives, Civic Center rental payments and reimbursement grants to be paid to the Affiliated Entity. Except with respect to the assignment of rights under this Agreement to the Affiliated Entity, SADYA shall not assign this Agreement or any of its rights under this Agreement without the prior written consent of the CITY, which consent shall be at the sole option of the CITY; and

- h. as used in this Agreement, the obligations, terms and conditions required for SADYA shall be deemed the same obligations, terms and conditions imposed on the Affiliated Entity in order to make this Agreement applicable to both. All remedies allowed by the CITY under this Agreement for default by SADYA shall be applicable to the Affiliated Entity. The Affiliated Entity shall execute instruments necessary to make it fully compliant with the terms and provisions of this Agreement as a condition for payment of the CITY Hotel Occupancy Tax reimbursement grants.

WHEREAS, the purpose of this Agreement is to promote economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code, whereby SADYA shall construct the Hotel and Civic Center and operate the Hotel business in compliance with the CITY'S development approvals for the Hotel, Civic Center, and Hotel business during the term of this Agreement, and in consideration the CITY will reimburse CITY ad valorem property taxes and pay Civic Center rental payments in accordance with the terms of this Agreement and grant other 380 economic benefits set forth herein; and

WHEREAS, SADYA, in consideration of this Agreement, agrees to construct the Hotel and Civic Center and develop and operate the Hotel business in conformance and compliance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and SADYA agree as follows:

AGREEMENT:

1. **RECITALS.** The Recitals are incorporated into this Agreement.
2. **AUTHORITY.** The CITY'S execution of this Agreement is authorized by Chapters 380 and 501 of the Texas Local Government Code, and the Ordinance. SADYA'S execution of this Agreement constitutes a valid and binding obligation of SADYA to construct the Hotel and operate the Hotel business and Civic Center.

The CITY Council finds and determines that (i) the CITY is authorized to enter into this Agreement; (ii) Chapter 351, Tax Code, authorizes the expenditure of CITY hotel/motel occupancy tax revenue for the lease, operation and management of the Civic Center; (iii) the use and management of the Civic Center as a municipal civic center is authorized by Chapter 351, Tax Code, which will enhance and promote tourism and the hotel and convention industry and will attract visitors from outside the CITY into the CITY or its vicinity; and (iv) the CITY is authorized to contract for the management of the Civic Center for use as a municipal Civic Center.

- 2.1 **Lease.** In consideration of the covenants, agreements, and conditions set forth herein, SADYA does hereby lease, let, demise and rent for the Lease Term and the CITY does hereby rent and lease from SADYA the Civic Center as set forth herein for purposes of a municipal Civic Center.
- 2.2. **Rent.** Subject to the continued satisfaction of the terms and conditions of this Agreement by SADYA, and provided SADYA has timely caused completion of construction of the Hotel and Civic Center to occur, and shall not have an uncured default or breach in this Agreement or a related agreement, the CITY shall, during the Lease Term, pay to SADYA or such

entity as SADYA shall be authorized to designate in this Agreement, Rent for the use and occupancy of the Civic Center and as consideration for SADYA's management of the Civic Center for the CITY. Any payment made by the CITY hereunder is limited to the extent of the lawfully available funds from the CITY's receipts from the collection of the CITY Hotel Occupancy Tax revenue imposed pursuant to Chapter 351, Tax Code, attributable to the occupancy of sleeping rooms at the Hotel in the amounts set forth in 4.B below.

2.3 **Lease Term.** The Lease shall be for the term of this Agreement.

2.4 **Rent Payment.** Rent payment shall be according to the terms and provisions of 4.B. below.

2.5. **Conditions of Use.**

(a) **SADYA Exclusive Use.** SADYA shall have exclusive use of the Hotel and Civic Center, except the CITY may use the Civic Center for the purposes of a municipal Civic Center as set forth in 2.5(b).

(b) **CITY Use.** The CITY shall be entitled to use of the Civic Center at least four (4) times each calendar year during the term of this Agreement, unless otherwise agreed by the parties hereto, (each use not to exceed two (2) consecutive days) upon thirty (30) days prior written notice, and at additional times as may be agreed by the parties when available. All other use of the Civic Center shall be at times mutually approved by SADYA and the CITY. SADYA shall provide the use of the Civic Center to the CITY in consideration of the Lease Payment, which shall be deemed to be payment in full for the use of the Civic Center. Any costs of food, setup, cleaning, equipment or furnishings rental, or other services required in the use of the Civic Center shall be paid for by CITY. To the extent any such services are provided by SADYA, such services shall be provided at the cost paid by SADYA for such services, without markup.

Uses must conform to the Approved Brand Hotel uses, except that the CITY is not required to use the food and beverage services of the Hotel and Conference Center, if any, and may cater food and beverages during the permitted periods of CITY use.

- (c) **Civic Center Standards.** SADYA shall equip and furnish the Civic Center in such a manner that it is readily useable by the CITY as a municipal civic center for the booking of business conventions, meetings, and similar activities. SADYA shall keep and maintain the Civic Center in a good state of appearance and repair (except for reasonable wear and tear) at SADYA's own expense. CITY shall be responsible for, and pay for any damages to, the Civic Center, or promptly repair any such damages that occur during the CITY's use of the Civic Center.

2.6. **Casualty and Condemnation.** If the Hotel and Civic Center are damaged or destroyed by casualty, regardless of the extent of the damage or destruction, SADYA must, subject to the availability of adequate insurance proceeds, within one hundred eighty (180) days from the date of such casualty, commence to repair, reconstruct or replace the damaged or destroyed Hotel and/or Civic Center, as applicable, and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the Hotel and Civic Center to substantially the condition it was in before the casualty. In the event SADYA fails to timely repair, restore or reconstruct the Hotel and Civic Center and complete the same, this Agreement and the CITY's obligation to pay any Rent shall terminate. The CITY shall not be obligated to pay Rent during any period for the repair, restoration or reconstruction of the Hotel and Civic Center.

2.7 **Management Duties.** SADYA shall maintain, manage and operate the Civic Center on behalf of the CITY. SADYA will cause the Civic Center to be operated and maintained according to this Agreement. SADYA agrees to provide management services at least equal to those provided for comparable facilities in the Round Rock and Hutto areas.

3. **COMPLIANCE.** SADYA and an Affiliated Entity of SADYA shall be obligated at all times to comply with all terms and provisions of this Agreement in order to receive the economic benefits described within this Agreement. The CITY shall be entitled to withhold economic benefits granted under this Agreement if SADYA or the Affiliated Entity default under this Agreement, in addition to all other relief provided to the CITY in this Agreement, in law, and under equity.
4. **CITY 380 GRANTS AND CIVIC CENTER RENTAL PAYMENTS.**

A. **AD VALOREM TAX REIMBURSEMENT.** The CITY will reimburse SADYA as follows:

For a period of five (5) years beginning on January 1, 2019, the CITY will annually reimburse to SADYA a Chapter 380 Payment equal to one hundred percent (100%) of the CITY ad valorem property tax paid on the Hotel, Hotel Property and the personal property owned by SADYA or the Affiliated Entity used in the Hotel for the Hotel business, all of which shall be referenced as the Hotel in the remainder of this Paragraph 4.A.

For the year 2024, the CITY will reimburse to SADYA a Chapter 380 Payment equal to ninety percent (90%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2025, the CITY will reimburse to SADYA a Chapter 380 Payment equal to seventy percent (70%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2026, the CITY will reimburse to SADYA a Chapter 380 Payment equal to fifty percent (50%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2027, the CITY will reimburse to SADYA a Chapter 380 Payment equal to thirty percent (30%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2028, the CITY will reimburse to SADYA a Chapter 380 Payment equal to ten percent (10%) of the CITY ad valorem property tax paid on the Hotel.

B. Civic Center Rent. The CITY will pay SADYA monthly rent for the Civic Center as follows:

For a period of five (5) years beginning on the date the Certificate of Occupancy is issued to the Hotel and the Civic Center, the CITY will pay to SADYA a monthly rental payment equal to one hundred percent (100%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the sixth (6th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to ninety percent (90%) of the CITY Hotel Occupancy tax paid on the Hotel.

Beginning on the seventh (7th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to seventy percent (70%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the eighth (8th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to fifty percent (50%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the ninth (9th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to thirty percent (30%) of the CITY Hotel Occupancy Tax paid on the Hotel.

Beginning on the tenth (10th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will pay to SADYA a monthly rental payment equal to ten percent (10%) of the CITY Hotel Occupancy tax paid on the Hotel.

The rental payments shall terminate, if not terminated earlier, on the eleventh (11th) anniversary date from the date the Certificate of Occupancy is issued to the Hotel and Civic

Center. The rental payment in the last year, or earlier termination date of this Agreement, shall be prorated to the termination date, if the termination is not at the end of a calendar year.

In the event that the CITY decreases the tax percentage rate of the CITY Hotel Occupancy Tax after the date of this Agreement, the amount of the rental payments shall continue to be determined based on the CITY Hotel Occupancy Tax percentage rate in effect on the date of this Agreement.

- C. In the event the Hotel construction is not commenced on the Property with a permit allowing the construction prior to May 1, 2017, or in the event a Certificate of Occupancy is not issued to the Hotel and Civic Center prior to June 1, 2018, or in the event the Hotel construction cost does not comply with 5.A. below, then in that event this Agreement shall terminate without obligation or liability to the CITY, subject to the provisions of Section 12.
- D. Notwithstanding anything stated in this Agreement to the contrary, SADYA must comply with the construction cost required in 5.A. below and must obtain the Hotel and Civic Center Certificate of Occupancy prior to June 1, 2018, and failure to do so shall terminate this Agreement without obligation to the CITY, subject to the provisions of Section 12. Hotel "construction costs" as used in this Agreement in regards to the Hotel and Civic Center shall include all development, engineering, architectural, material, labor, delivery, improvement, installation, and other costs incurred by SADYA or the Affiliated Entity in connection with the construction of the Hotel and Civic Center, including but not limited to costs incurred by SADYA for the building of the Hotel and Civic Center, improvements necessary for access to the Hotel and Civic Center, utilities installation, storm water runoff improvements, loan costs, the purchase price for any real estate and easements necessary or appropriate for the construction of the Hotel and Civic Center, and other similar items paid by SADYA.

- E. **WAIVER OF FEES.** The CITY will waive all CITY building permit fees, impact fees and tap fees resulting from construction of the Hotel and Civic Center in which the Hotel business shall operate.
- F. **CASH GRANTS.** The CITY will make an annual cash grant not exceeding Twenty Thousand and No/100 Dollars (\$20,000.00) to SAYDA on the same date the CITY is obligated make the CITY ad valorem property tax reimbursement grant to SADYA for the years 2019, 2020, 2021, 2022 and 2023 during the term of this Agreement ("Cash Grants"). The Cash Grant shall be subject to the same valuation requirements for the Hotel, the reduction or termination provisions set forth in this Paragraph 5, and all other conditions of this Agreement. Notwithstanding anything stated herein to the contrary, the Cash Grants shall never exceed One Hundred Thousand and No/100 Dollars (\$100,000.00).
- G. **INFRASTRUCTURE GRANT.** The CITY will install water and wastewater lines to the Property servicing such Property with one or more water lines and wastewater lines of a size and grade as determined by the CITY ("Lines"). Conditions required for the Infrastructure Grant are the following:
1. The Property and any other property to be serviced by the Lines, must be properly platted with easements required by the CITY allowing installation and maintenance of the Lines in the manner required by the CITY.
 2. The cost to be paid by the CITY for the installation of the Lines shall not exceed \$105,000.00, and any additional cost for installation of the Lines shall be paid by SADYA.
 3. The CITY shall be entitled to and shall require a reimbursement ordinance deemed reasonable and appropriate allowing the CITY to obtain reimbursement of its cost for the Lines by subsequent users of the Lines.
5. **REQUIRED CONDITIONS TO 380 GRANTS AND RENTAL PAYMENTS.** Notwithstanding anything stated in this Agreement to the contrary, grant payments and rental payments are conditioned

upon SADYA'S compliance with this Agreement and are also subject to and conditioned upon, as conditions precedent and subsequent to, the following:

- A. The Hotel and Civic Center must have a construction cost of no less than Four Million One Hundred Thousand and No/100 Dollars (\$4,100,000.00), which shall be verified by the CITY prior to any grant or Civic Center rental payments. In the event the cost is less than Four Million One Hundred Thousand and No/100 Dollars (\$4,100,000.00), this Agreement shall terminate with no further obligation or liability on the CITY.
- B. In the event the Hotel is valued less than Two Million Seven Hundred Thousand and No/100 Dollars (\$2,700,000.00), but more than Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), by the Williamson Central Appraisal District in any one the years of, 2019, 2020, 2021 or 2022 during the term of this Agreement, the CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A. (Ad Valorem Tax Reimbursement), 4.B. (Civic Center Rent) and 4.F. (Cash Grants) above. In the event the valuation is less than Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) in any one of the years 2019, 2020, 2021, or 2022, all CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall terminate until the Hotel and Civic Center value again attains the value required in this Paragraph 5 in the year for which the value is required.
- C. In the event the Hotel and Civic Center is valued less than Two Million Nine Hundred Thousand and No/100 Dollars (\$2,900,000.00), but more than Two Million Seven Hundred Thousand No/100 Dollars (\$2,700,000.00), by the Williamson Central Appraisal District in any one the years of 2023, 2024, or 2025 during the term of this Agreement, all CITY ad valorem property tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall be reduced to one-half (1/2) of the

amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.F. above. In the event the valuation is less than Two Million Seven Hundred Thousand and No/100 Dollars (\$2,700,000.00) in any one of the years 2023, 2024 or 2025, all CITY ad valorem property tax reimbursement grants, Civic Center rental payments and Cash Grants shall terminate until the Hotel and Civic Center value again complies with the values required in this Paragraph 5.

- D. In the event the Hotel and Civic Center is valued less than Three Million One Hundred Thousand and No/100 Dollars (\$3,100,000.00), but more than Two Million Nine Hundred Thousand and No/100 Dollars (\$2,900,000.00), by the Williamson Central Appraisal District in any one of the years of 2026, 2027, or 2028, during the term of this Agreement, the CITY ad valorem property tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.F. above. In the event the valuation is less than Two Million Nine Hundred Thousand Dollars (\$2,900,000.00) in any one of the years 2026, 2027, or 2028, all CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) shall terminate until the Hotel and Civic Center value again attains the value required in this Paragraph 5 in the year for which the value is required.
- E. All CITY ad valorem tax reimbursement grants (Paragraph 4.A.), Civic Center rental payments (Paragraph 4.B.) and Cash Grants (Paragraph 4.F.) require compliance with the Hotel and Civic Center values required in this Agreement. All CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reduced or cease when the values assessed by the Williamson Central Appraisal District fail to meet the values required in this Agreement. The CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be reinstated when the Williamson Central Appraisal District value shows compliance

with the Hotel and Civic Center values required in this Agreement.

F. The Hotel shall:

1. be no less than a sixty-five (65) room Hotel with the Civic Center and strictly comply with the construction, franchise obligations, and operating requirements of the Approved Brand Hotel;
2. have room doors that open to the inside of the Hotel building and not outside the Hotel, requiring Hotel occupants to enter Hotel rooms from inside the Hotel;
3. the Hotel shall have one (1) or more public meeting rooms with a combined square footage usable by public meeting room occupants, which square footage shall not include storage capacity required for use of the public meeting rooms, in an amount of no less than One Thousand One Hundred (1,100) square feet which shall be the Civic Center as required in this Agreement and the Recitals to this Agreement;
4. be the type and quality approved by the CITY as one of the Approved Brand Hotel as a prerequisite to this Agreement;
5. be operated by SADYA or a SAYDA Affiliated Entity as a Hotel business with the Civic Center during the term of this Agreement in compliance with the Approved Brand Hotel's requirements and guidelines.

G. The Hotel and Civic Center must obtain a Certificate of Occupancy prior to June 1, 2018. Failure to begin construction on the Property prior to May1, 2017, or failure to obtain the Hotel and Civic Center Certificate of Occupancy prior to June 1, 2018 and meet the minimum Civic Center requirements of Paragraph 5.A., or failure to comply with any of the requirements of this Agreement shall terminate this Agreement with no obligation on or liability to the CITY, subject to the provisions of Section 12.

- H. The Hotel and Civic Center must have a construction cost of no less than Four Million One Hundred Thousand and No/100 Dollars (\$4,100,000.00), which shall be verified by the CITY prior to any grant payments. In the event the cost is less than Four Million One Hundred Thousand and No/100 Dollars (\$4,100,000.00), this Agreement shall terminate with no obligation to the CITY.
 - I. SADYA and any Affiliated Entity of SADYA shall furnish the CITY information deemed by the CITY to be reasonable or necessary to verify compliance with this Agreement and to determine if a Chapter 380 payment should be made.
6. With respect to each Chapter 380 Payment for reimbursement of CITY ad valorem property taxes described above, SADYA shall notify the CITY in writing of any sums paid by SADYA to the Williamson County tax collection authority in the form of CITY ad valorem property taxes during the term of this Agreement on or before February 1 each year during the term of this Agreement (the "Tax Notice"). The CITY's Chapter 380 Payments to SADYA with respect to the CITY ad valorem revenue shall be based on the amount stated in the Tax Notice, which shall be verified by the CITY. Chapter 380 Payments for CITY ad valorem property tax reimbursements shall be paid to SADYA by the CITY on an annual basis for the preceding year, on or before May 1 following the tax year for which they were paid. For example, the first Chapter 380 Payment for CITY ad valorem property tax reimbursement by the CITY to SADYA shall be based on taxes paid for the year 2019, and shall be paid on or before May 1, 2020, and the last such payment shall be based on taxes paid for the year 2029, and shall be paid on or before May 1, 2030, notwithstanding the Termination Date.

With respect to each Civic Center rental payment, the rental payments will be made monthly based on the amount of the CITY Hotel Occupancy Tax actually paid by SADYA to the CITY. The CITY will pay the Civic Center rental payment to SAYDA on or before three (3) months after the CITY received its Hotel Occupancy Tax payment from the Hotel.

With respect to the Cash Grants, the Cash Grants must be requested by SADYA on the same date that SADYA requests its ad valorem tax reimbursement grant and the CITY will pay SADYA the cash grant on the same date that the CITY pays SADYA its ad valorem tax reimbursement grant).

All CITY ad valorem tax reimbursement grants, Civic Center rental payments and Cash Grants shall be subject to adjustments by the CITY based on Hotel and Civic Center values required in this Agreement.

7. **TERM.** This Agreement shall become enforceable upon execution by the CITY and SADYA and shall be effective as of the date of this Agreement. This Agreement shall terminate as to the CITY rental payments for the Civic Center on the last date on which the CITY is obligated to pay monthly rental payments to SADYA for the Civic Center and as to the CITY ad valorem property tax reimbursement on the last date on which the CITY is obligated to reimburse any CITY annual ad valorem property payment to SADYA, and as to the Cash Grants on the last date the CITY is obligated to pay a Cash Grant unless this Agreement is terminated earlier. Notwithstanding earlier termination, this Agreement shall in no event terminate later than June 1, 2030.
8. **SADYA OBLIGATIONS.** In consideration of the CITY's establishment of this economic development program for the Hotel and Hotel business by the CITY, pursuant to Texas Local Government Code Chapters 380 and 501 and under the Ordinance to promote local economic development and stimulate business and commercial activity within the CITY, SADYA agrees to the requirements of this Agreement and shall require its Affiliated Entity to also comply with the terms and conditions of this Agreement as consideration for this Agreement.
9. **COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES.** SADYA makes, and shall require an Affiliated Entity to make, the following covenants and warranties to the CITY, and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be an act

of default by SADYA. Failure to comply with any one covenant or warranty shall constitute an act of default by SADYA.

- A. No litigation or governmental proceeding is pending or threatened against SADYA that may result in any material adverse change in SADYA. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.
- B. No certificate or statement delivered by SADYA to the CITY in connection with this Agreement, or in connection with any transaction contemplated herein, contains any untrue statement or fails to state any fact necessary to keep the statements contained herein from being misleading.
- C. There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and SADYA has not been informed of any potential involuntary bankruptcy proceedings.
- D. To the best of its knowledge, SADYA has acquired and maintains all necessary rights, franchises, licenses, permits and authority to construct the Hotel and operate the Hotel business in Taylor, Texas, and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.
- E. SADYA and an Affiliated Entity of SADYA shall timely pay all taxes and fees due and owing by it to all taxing authorities having jurisdiction.
- F. SADYA shall timely and fully comply with all the terms and conditions of this Agreement.
- G. SADYA may not sell stock, assets or any ownership interest in SADYA CAPITAL, LLC, without prior written notice to and consent from the CITY.
- H. SADYA agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against

any person on the basis of race, color, national origin, sex, or by reason of being disabled.

- I. SADYA hereby certifies that it does not knowingly employ and will not hereafter employ an undocumented worker as defined in Chapter 2264, Texas Government Code. In addition, SADYA shall execute the Condition on Receipt of Public Subsidies/Agreement Regarding Repayment of Interest attached hereto and incorporated by reference herein as *Exhibit "B"*.
 - J. SADYA shall construct the Hotel and Civic Center and conduct the Hotel business with the Civic Center in compliance with all federal, state and local laws, rules and regulations applicable to it during the term of this Agreement.
10. **MUTUAL ASSISTANCE.** CITY and SADYA will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law or taxes or assessments attributable to the Hotel or Hotel business or the Civic Center.
11. **DEFAULT.** If either the CITY or SADYA should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of fifteen (15) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the CITY or SADYA remains in default after notice and opportunity to cure, the non-defaulting party shall have the right to pursue any remedy under this Agreement, at law or in equity, for the breach. In addition, the CITY shall have the right to terminate all economic benefits under this Agreement.
12. **TERMINATION.** In the event SADYA has not obtained a building permit and commenced site work on the Hotel Property for construction of the Hotel before May 1, 2017 or if a Certificate of Occupancy for the Hotel and Civic Center is not issued prior to June 1, 2018, the obligations on the part of both parties shall be deemed

terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties. Notwithstanding the foregoing, in the event that SADYA determines that it will not be able to obtain a building permit and commence construction of the Hotel before May 1, 2017, or if SADYA determines that it will not be able to obtain a Certificate of Occupancy for the Hotel and Civic Center before June 1, 2018, then on or about the 45th day prior to such date, SADYA and the CITY shall meet and discuss whether such deadlines should be extended. Any such extension shall be in the sole discretion of the CITY. If such an extension is granted, and, as applicable, the building permit and construction has not commenced as of the extension date or the Certificate of Occupancy for the Hotel and Civic Center has not been issued as of the extension date, then on the extension date the obligations on the part of both parties shall be deemed terminated and of no further force or effect and this Agreement shall be terminated without liability between the parties.

13. **ATTORNEY'S FEES.** In the event any claim, legal action or proceeding is commenced between the CITY and SADYA to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.
14. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the CITY and SADYA.
15. **BINDING EFFECT.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns as allowed in this Agreement. No other persons or entities may enforce this Agreement or claim any benefits under this Agreement except as allowed by this Agreement. There are no oral agreements between the parties hereto with respect to the subject matter hereof.
16. **ASSIGNMENT.** SADYA shall not assign this Agreement or all or any part of its rights and obligations arising under this Agreement except as allowed by this Agreement.

17. **NOTICE.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following address:

IF TO SADYA: SADYA CAPITAL, LLC
Attention: Nimesh Patel
5002 Sendero Springs Drive
Round Rock, Texas 78681

IF TO THE CITY: CITY OF TAYLOR, TEXAS
City Manager
400 Porter Street
Taylor, Texas 76574

18. **INTERPRETATION.** Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.
19. **APPLICABLE LAW.** This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall be in the State courts of Williamson County, Texas.
20. **SEVERABILITY.** In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

21. **PARAGRAPH HEADINGS.** The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
22. **NO THIRD PARTY BENEFICIARIES.** This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
23. **NO JOINT VENTURE.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The CITY, its past, present and future officers, elected officials, representatives, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Hotel or the Hotel business or the design, construction or operation of any portion of the Hotel or Hotel business.
24. **COUNTERPARTS.** The parties agree that this Agreement may be executed in multiple counterparts which, taken together, shall form the contractual agreement of the parties.
25. **AUTHORITY.** The person signing this Agreement warrants that he is authorized to sign this Agreement on behalf of the respective signatory.
26. **ECONOMIC DEVELOPMENT.** This Agreement is consistent with the CITY's economic development program and promotion of economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code.
27. **EXHIBITS.** The following Exhibits are attached and incorporated by reference herein for all purposes:

Exhibit "A": The Property

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

Dated this the 13th day of October, 2016.

SADYA CAPITAL, LLC,

a Texas Limited Liability Company

A handwritten signature in blue ink, appearing to be "SADYA", written over a horizontal line.

By:

Its: President

CITY OF TAYLOR, TEXAS,
a home rule City

A handwritten signature in blue ink, appearing to be "Isaac D. Turner", written over a horizontal line.

By: ISAAC D. TURNER

Its: City Manager

EXHIBIT "B"

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

WHEREAS, SADYA CAPITAL, LLC has submitted an application to receive a public subsidy as defined in Chapter 2264, Texas Government Code (hereinafter "the Code"); and

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

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

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

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

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

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

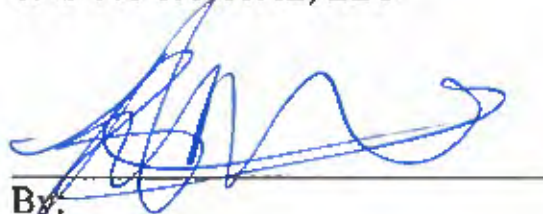
In the event that a civil action is brought by a public agency, local taxing jurisdiction, the CITY OF TAYLOR, TEXAS, or the Texas Attorney General to recover any amounts owed to the CITY OF TAYLOR, TEXAS, under the Code and this agreement, the said party shall also be entitled to recover from SADYA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

CITY OF TAYLOR, TEXAS

A handwritten signature in blue ink, appearing to read "Isaac D. Turner", is written over a horizontal line.

By: ISAAC D. TURNER
Its: CITY MANAGER

SADYA CAPITAL, LLC

A complex, stylized handwritten signature in blue ink is written over a horizontal line.

By:
Its:



City Council Meeting October 13, 2016 Agenda Item Transmittal

Agenda Item #: 7

Agenda Title: Consider approving a 380 Economic Development Agreement with SADYA Capital LLC for a hotel development.

Council Action to be taken: Approve agreement

Initiating Department: Planning and Development

Staff Contact: Ashley Lumpkin, Development Services Director
Isaac Turner, City Manager

1. INTRODUCTION/PURPOSE

The purpose of this item is to consider approving a 380 economic development agreement with a hotel developer. The company that the City has been negotiating with is SADYA Capital LLC located in Round Rock Texas.

This item is to in lieu of an agreement approved by City Council last year, at a new location and a slightly larger project.

2. DESCRIPTION/ JUSTIFICATION

For a number of years the City searched for a hotel developer. The City commissioned a market study for a hotel. This study revealed significant capacity to support a business class hotel. As part of that effort, the City also included incentives to potential hoteliers in order to construct a business class hotel in our community. In response to the now growing economy, the following larger hotel project is submitted at a more viable location.

The developers, SADYA Capital LLC, negotiated an agreement with the City. The developer indicated they will build a business class, 65-room (or more) hotel with meeting room(s).

The conditions for the Hotel Developer as stipulated in the agreement are:

1. The agreement lists four franchises (Brands) that are acceptable to the City and would be approve as part of this agreement. If SADYA proposes to develop a

hotel from a franchise that is not on the list, Council approval must be obtained at a subsequent time.

2. At least 65-room hotel, doors facing to the inside of the building,
3. Contain a meeting room, minimum of 1,100 SF,
4. Is operated by the developer or their affiliate,
5. Begin construction by May 1, 2017
6. Obtain the certificate of occupancy (CO) prior to June 1, 2018.
7. Pay ad valorem and hotel occupancy taxes respectively, to receive the designated reimbursement benefit.
8. Maintain minimum assessed property values for the property, such as:
 - a. Assessed values of \$2.7M for years one through four would provide for 100% reimbursement, however
 - i. If the values drop below \$2.7M but remains above \$2.5, the reimbursement is 50% of the original amount.
 - ii. If the value drops below \$2.5M, all reimbursements are suspended for that year, including Hotel Occupancy Tax reimbursements.
 - b. Assessed values of \$2.9M for years five through seven would provide for 100% reimbursement, however
 - i. If the values drop below \$2.9M but remains above \$2.7M, the reimbursement is 50% of the original amount.
 - ii. If the value drops below \$2.7M, all reimbursements are suspended for that year, including Hotel Occupancy Tax reimbursements.
 - c. Assessed values of \$3.1M for years eight through ten would provide for 100% reimbursement, however
 - i. If the values drop below \$3.1 M but remains above \$2.9M, the reimbursement is 50% of the original amount
 - ii. If the value drops below \$2.9M, all reimbursements are suspended for that year, including Hotel Occupancy Tax reimbursements.

3. FINANCIAL/BUDGET

The City's commitment is:

1. Waiver of fees (permit, impact, and tap fees),
2. Beginning in 2019, property tax reimbursements for ten years (100% for the first five years, then dropping to 90%, 70%, 50%, 30% and 10% respectively, for each subsequent year), and
3. Beginning in 2019, Hotel Occupancy Tax reimbursements for ten years (100% for the first five years, then dropping to 90%, 70%, 50%, 30% and 10% respectively, for each subsequent year).
4. This reimbursement to the hotel is predicated on the City reimbursing all of the Hotel Occupancy Taxes paid to the City without distribution to the Chamber.
5. The City would be responsible for the installation of utility lines (water and waste water), for the project.
6. The City will also include up to a \$20,000 per year payment for a five year period.

Fiscal Impact:

The value to of the incentives to the developer over ten years is estimated to be: \$1.1M (including infrastructure improvements).

The fiscal impact to the City is estimated to be approximately \$279,000 over ten years; approximately \$906,000 to the community as a whole.

The direct impact to the community is approximately 80 cents for every dollar provided in benefits.

In this instance, the benefits to the community extend beyond the fiscal and economic impacts, but also to the quality of life component in terms of having a business class hotel to serve the residents and visitors to our community.

4. TIMELINE CONSIDERATIONS

Begin Construction no later than May 2017.

C.O. issued no later than June 2018.

5. RECOMMENDATION

Staff recommends that the Council approve the agreement as presented.

6. REFERENCE FILES

7a. 380 Agreement for the hotel



City Council Meeting April 13, 2017 Agenda Item Transmittal

Agenda Item #: 9
Agenda Title: Consider approving an award for professional services to T. F. Harper for the design/build of a splash pad at Fannie Robinson Park.

Council Action to be taken: Approve as presented

Initiating Department: Parks and Recreation

Staff Contact: Mike DeVito, Director

1. INTRODUCTION/PURPOSE

In March of 2016, a TPW grant in the amount of \$125,000 was received for redevelopments to Robinson Park. These elements included the construction of a splash pad, ball field fencing improvements, and a small overlook along the creek.

On March 19th, staff released an Request For Qualifications (RFQ) for the design and construction of the splash pad portion of this project.

2. DESCRIPTION/ JUSTIFICATION

Two RFQ's were received and opened on April 3rd, 2017 at 2 pm. Only one was considered qualified and it was from TF Harper and Associates. TF Harper has shown a proven track record of completing successful projects in Texas, ranging from small scale to large scale. Staff is confident in their ability to provide us with a quality splash pad within budget.

3. FINANCIAL/BUDGET

The total budget for the Robinson Park project is \$250,000:

- Tx Parks and Wildlife Grant \$125,000
- City Matching Funds \$125,000

4. TIMELINE CONSIDERATIONS

Once approved, staff will begin contract negotiations with the selected firm for the development of the splash pad. Once the contract has been executed, the design phase will begin and take approximately 45 days. Once completed, construction can begin and should be completed later this summer.

All projects are still expected to be completed in their original timeframe and the project should be fully complete by August 2017.

5. RECOMMENDATION

Staff recommends approving the award for professional services for the design/build of the Robinson Park Splash Park to TF Harper and Associates.

6. REFERENCE FILES

9a. [RFQ Document](#)

9b. [T.F.Harper proposal](#)

City of Taylor Taylor, Texas

DESIGN BUILD SERVICES FOR FANNIE ROBINSON PARK SPRAYGROUND REQUEST FOR STATEMENT OF QUALIFICATIONS

This Request for Qualifications (RFQ) is intended to solicit qualifications (Respondents) with capabilities to design and construct new sprayground improvements for City of Taylor ("Owner"). For the purpose of this RFQ, "Respondent" refers to any entity or team that is qualified to provide all of the improvements as listed in this request. It is the intent of Owner to select the Respondent demonstrating the best overall value to the Owner, and to enter into an agreement to provide design and construction services for new sprayground improvements to Owner.

Sealed responses shall be received no later than:

Monday, April 3rd 2017 @ 2:00 P.M., LOCAL TIME

RETURN RESPONSE TO:

Name: City of Taylor c/o Rosemarie Dennis
Title: Finance Director
Address: 400 Porter Street
City, St Zip: Taylor, TX 76574

Please mark envelope:

"DESIGN BUILD SERVICES – FANNIE ROBINSON PARK SPRAYGROUND"

Responses received after the deadline will not be considered.

Requests for an electronic copy of the RFQ package may be sent to Rosemarie Dennis at rosemarie.dennis@taylortx.gov. Clarification of any part of this solicitation must be in writing at least three (3) business days prior to the due date. Such clarification requests may be emailed to Mike DeVito at mike.devito@taylortx.gov.

Requested clarifications will be provided to all known responders as a written addendum to the RFQ. It is the responder's responsibility to verify the issuance of Addenda in regard to this RFQ.

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A – OWNER SUPPLIED INFORMATION

1. PURPOSE OF SOLICITATION

This Request for Qualifications (RFQ) is intended to solicit qualifications from design-build firms with capabilities to design, and construct sprayground improvements for City of Taylor “Owner”. For the purpose of this RFQ, “Respondent” refers to any entity or team that is qualified to provide all of the services as listed in item A-3 below. It is the intent of Owner to select the most qualified Respondent to partner with that will provide design-build services to Owner.

2. OWNER BACKGROUND

The Owner intends to install a sprayground at Fannie Robinson Park in Taylor, TX. Maps showing the general planned location of the sprayground within the park are included in Appendix A.

3. SERVICES REQUESTED

Owner requests the turnkey services of a design-build firm (Respondent) with the capability to complete the following scope of work:

1. Analysis and assessment of Owner’s facilities to determine water and drainage needs associated with sprayground improvement.
2. Development of project proposal(s) for Owner’s consideration
3. Design and Engineering of approved project
4. Construction of the approved project

4. PROJECT BUDGET

The Owner has budgeted \$150,000 for the preliminary scope of work outlined in Appendix A. Owner understands and acknowledges that scope change may result in either an increase or decrease in budget.

5. PRELIMINARY PROJECT SCHEDULE

Owner issues Request for Qualifications (RFQ)	March 19, 2017
Owner receives responses to RFQ	April 3, 2017
Owner announces Respondents qualified for further consideration	April 3, 2017
Owner, if necessary and at our option, conducts interviews	April 5, 2017
Owner approval of selected respondent	April 13, 2017
Design-build proposal(s) requested	April 14, 2017
Construction to begin	May 2017
Substantial completion of construction	August 2017

6. PROCUREMENT PROCESS

a. Request for Qualifications (RFQ)

The RFQ is the first step in a multi-step process aimed at identifying one or more qualified respondents. The Owner will evaluate each respondent’s experience, technical competence, and capability to perform, the past performance of the respondent’s team and members of the team, and other appropriate factors submitted by the team or firm in response to the request for qualifications, except that cost-related or price-related evaluation factors are not permitted.

- b. Selection of Qualified Provider or Short-list of Providers
A committee may be formed to review responses submitted. Based on the selection criteria described in this document, the committee may short-list a maximum of five (5) of the most qualified respondents. The Owner retains the right to select only one respondent at this stage and negotiate a contract. The Owner may also determine that no qualified submittals have been received and reject all submittals.
- c. Oral Presentation (Owner's Option)
Oral presentations may be required of each of the interested short-listed respondents covering any unique qualities, methodologies, or approaches taken to differentiate from other Respondents. Short-listed respondent's may be asked to provide additional information to the Owner regarding demonstrated competence and qualifications, considerations of the safety and long-term durability of the project, the feasibility of implementing the project as proposed, the ability to meet schedules, costing methodology, or other factors as appropriate. This additional information will be used in addition to prior information received in further evaluating the short-listed respondent's to determine a rank-order of the short-listed firms
- d. Negotiate Project Development Agreement
The Owner shall select the design-build firm that submits the qualifications offering the best value for the Owner on the basis of the published selection criteria and on its ranking evaluations and enter into negotiations. It is anticipated that negotiations would encompass all phases of work, including but not limited to: engineering fees, preconstruction services, labor rates, contingency/risk, bonds, and markups for overhead and profit on subcontractors, as well as any other items the Owner feels are appropriate. If negotiations are successful, Owner and the highest ranking Respondent will enter into an agreement to develop the project proposal as outlined in this RFQ. If an acceptable agreement cannot be reached between the Owner and the highest-ranking Respondent, the Owner may choose to negotiate with the next highest ranking Respondent.
- e. Project Development
The selected Respondent will develop the project proposal based on the preliminary scope outlined in Appendix A. Owner expects the Respondent to complete the project development on a contingent basis (i.e. not bill for the development until completed and the implementation is funded) and roll the agreed upon cost of the development into the implementation cost. The owner reserves the right to pay for the development separately. At the conclusion of Project Development, Respondent will provide Owner with a Guaranteed Maximum Price (GMP) for the agreed upon scope of work.
- f. Project Implementation
After finalizing work scope and GMP, the Respondent will provide turnkey engineering design and construction management services.

7. INSTRUCTIONS TO RESPONDENTS

a. Public Information

All information, documentation, and other materials submitted in

response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

b. Type of Contract

Any contract resulting from this solicitation will be in the form that meets any and all requirements of the final financing options and/or statutory requirements related to project approval criteria.

c. Clarifications and Interpretations

Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be included in an addendum and issued to each known potential respondent. It is the responsibility of all respondents to obtain this information in a timely manner. All such addenda issued by the Owner before the qualifications are due shall become a part of the RFQ, and respondents shall acknowledge receipt of and incorporate each addendum in its response. Respondents shall consider only those clarifications and interpretations that the Owner issues by addenda two (2) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Qualifications.

d. Deadline

The Owner will receive Qualifications at the time described below.

Monday, April 3rd, 2017 @ 2:00 P.M., LOCAL TIME

Submit three (3) identical copies of the Qualifications to:

Name: City of Taylor c/o Rosemarie Dennis
Title: Finance Director
Address: 400 Porter Street
City, ST Zip: Taylor, TX 76574

Late received Qualifications will be returned to the Respondent unopened.

e. Delivery and Submission

The Owner will **not** acknowledge or receive Qualifications that are delivered by **telephone, facsimile (fax), or electronic mail (e-mail)**. Properly submitted Qualifications will not be returned to respondents. Qualifications materials must be enclosed in a sealed envelope (box or container).

The package must clearly identify the submittal deadline, the RFQ title, and the name and return address of the respondent.

f. Point of Contact

The Owner designates the following person as its representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFQ to:

Name: Mike DeVito
Title: Director of Parks & Recreation
Address: 400 Porter Street
City, ST Zip: Taylor, TX 76574
Contact: mike.devito@taylortx.gov/512-365-7669 ext. 10

- g. Evaluation of Qualifications
The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner. Qualifications shall not include respondent's fees, pricing, or other compensation.
- h. Owner's Reservation of Rights
The Owner makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFP and no such representation is intended or should be construed by the issuance of this RFQ. The Owner reserves the right to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project. The Owner reserves the right to waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.
- i. Acceptance of Evaluation Methodology
By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner.
- j. No Reimbursement for Costs
Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFQ shall be at the sole risk and responsibility of the respondent.

B - RESPONDENT'S SUBMITTAL

1. General Instructions

Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and subject to rejection.

Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

Qualifications shall consist of answers to questions identified in this RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer. Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

2. Format

A. Page Size, Binding, Dividers, and Tabs

Qualifications shall be a MAXIMUM OF FIFTY (50) PRINTED PAGES. The cover, table of contents, and divider sheets do not count as printed pages.

Qualifications shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral or coil bindings.

Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the respondent to the questions identified in this RFQ and in the oral interview will be used by the Owner for evaluation.

Separate and identify each criteria response by use of a divider sheet with an integral tab for ready reference.

B. Table of Contents

Submittals shall include a "Table of Contents" and give page numbers for each part of the Qualifications.

C. Pagination

Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

3. Required Information for RFQ

Criteria 1: Unique Qualifications

- 1.1. Provide a statement of interest for the project including a narrative describing the Respondent's (and any subconsultant's) unique qualifications as they pertain to this particular project. Limit this section to 5 pages.

Criteria 2: Corporate Qualifications

- 2.1 Provide a brief history of your firm and any proposed subconsultants and/or subcontractors. At a minimum, include the following information:

- Number of years your firm been in business under its present name
 - All other names by which your firm has been known and length of time known by each name
 - The address of your firm's website, if applicable
 - Location of parent company headquarters. If international, please list both international headquarters and US headquarters
 - Location of office from which project will be managed
 - Revenues for each of the last three (3) years for work performed in Texas.
- 2.2 List the complete range of services and capabilities your firm offers (e.g. drainage design, construction management, etc.). Indicate all services which your firm performs with your own employees, and those which are usually subcontracted.
- 2.3 List any equipment manufactured by your company that may be included with this project.
Describe your willingness to include other manufacturers' products. Identify and describe any business associations with equipment manufacturers or suppliers that might be specified for this project.
- 2.4 List past or present litigation in which your company is a defendant pertaining to Design-Build in Texas.
- 2.5 List any contracts in Texas in the last ten years that were terminated by the owner prior to completion due to non-performance.
- 2.6 Provide a claims history under professional malpractice insurance for the past five (5) years for the Respondent and any subconsultants or team members proposed to provide professional engineering services.
- 2.7 Provide name of bonding company, name and address of agent. Provide a letter from the bonding company indicating that Performance and Payment Bonds for 100% of the construction costs will be provided upon submission of the Guaranteed Maximum Price (GMP). Submit letter from bonding company on Bonding Company letterhead stating the maximum single project bondable amount. This letter shall state the bonding company will bond the contractor for at least the amount of the project budget (including Design Build Fee, salaries, bonds, insurance, General Conditions).
- 2.8 Required insurance - including workman's compensation must be maintained by the successful Design-Build Contractor throughout the project. Please describe your organization's insurance coverage. The successful respondent shall be required to provide to carry contractor's protective Liability Policy in limits of a minimum of \$500,000 with combined single limit naming the Owner as insured for each project.
- 2.9 Respondent shall certify to Owner the each architect or engineer who is a member of the Respondent's firm was selected based on demonstrated competence and qualifications in the manner provided by Tx. Govt. Code Section 2254.004.
- 2.10 Provide Professional Liability Insurance information stating the Architect/Engineer design team carries and maintains errors and omissions insurance in the amount of \$ 1,000,000.

The successful Design-Build firm shall upon approval of the contract, provide a Scope to Budget Estimate based on the Design Criteria Package. If the Scope to Budget Estimate is more than the Owner's Construction Budget of \$150,000, before moving further into the Design of the Renovation project, the Design-Build Contractor shall work with the Owner to "Value Engineer" the project and scope to bring the project within a budget acceptable to the Owner. Upon approval of the revised Scope to Budget Estimate by the School Board, the project shall proceed forward into Design by the Architect/Engineer Team. If an acceptable construction cost is not reached, the Owner has the right to cancel the project.

The above Total Construction Budget Cost includes Design-Builder Construction Fees, A/E Design Fees, Building Permit, General Conditions, Administration, Personnel, Bonding, Insurance Costs and Subcontractor Cost of the Work.

Criteria 3: Personnel Qualifications

Provide information regarding capabilities and experience of personnel directly assigned to this project that include the following:

- 3.1 Clearly identify who will have primary technical responsibility for engineering and design work, contract negotiations, construction management, and any other aspect of the project implementation. Please do not list individuals that will not be assigned to the project.
- 3.2 List all current projects (and their respective locations) assigned to each individual on the team, with Client contact names and numbers for reference checks.
- 3.3 Provide an organizational chart that clearly describes your firm's project organization with supervisory reporting for this program, along with each subconsultant and their area of responsibility.
- 3.4 Professional resumes for key personnel and their responsibilities for the duration of the Contract.
Resumes should include a list of previous projects, similar in size and complexity, in which the team member has played a significant role.

Criteria 4: Program and Project Methodology

- 4.1 Describe your firm's methodology of developing sprayground park projects for Owners. Address in detail the following key components, if provided by your firm or team, and how you would approach each one:
 - Drainage modeling and analysis
 - Project development
 - Engineering and design
 - Construction and project management

Criteria 5: References

- 5.1 Discuss your project team's experience with implementing design build projects at similar facilities. List a maximum of five (5) references indicating experience with drainage and baseball field improvements with owners of similar size and complexity. Include the following specific information for each project:
 - Year project was completed
 - Project title and location(s)
 - Name, address, and phone number of Owner's representative

- Team member(s) involved and nature of team member's responsibility
- General scope of work for the project
- Total dollar contract amount

Criteria 6: Non-Collusion Affidavit

6.1 Please complete and submit as part of your proposal the attached Exhibit "A" form.

Criteria 7: Safety

7.1 Submit information on your firm's accident rate, multiplier and history for the last five years 2011 thru 2016.

4. Criteria for Selection

Phase One – Owner shall prepare a request for qualifications and evaluate each qualification submittal based on the following:

- Experience.
- Technical competency
- Capacity to perform.
- Past performance of the proposal team and members of the team.
- Other appropriate factors submitted by the team or firm.
- Certification that each engineer or architect of the team was selected based on demonstrated competence and qualifications

The Owner shall qualify a maximum of 5 submissions to provide additional information and, the Owner MAY interview each for final selection.

Phase Two - Owner shall evaluate the information submitted by the respondents on the basis of the selection criteria (above) and the results of the interview. The Owner may request additional information regarding demonstrated competence and qualifications, considerations of the safety and long-term durability of the project, the feasibility of implementing the project as proposed, the ability of the respondent to meet schedules, costing methodology or other factors as appropriate. The Owner may not require the respondent to submit detailed engineering or architectural design as part of the qualifications submittal.

A Selection Committee may recommend the Design-Build firm that submits the qualifications offering the best value to the institution on the basis of the published selection criteria and on its ranking evaluations. Notwithstanding, the City Council retains authority to determine all qualifications, ranking evaluations and to make all determinations of the published selection criteria and to make all selections of Design Build firms.

Selection and Contract Negotiations

The Owner shall first attempt to negotiate with the selected Design-Build team a contract. If the Owner is unable to negotiate a contract with the selected team, the institution shall formally, and in writing end all negotiations with that team and proceed to negotiate with the next team in the order of the selection ranking until a contract is reached or negotiations with all ranked teams end.

Note: Cost considerations are factors in the selection and contract negotiation period.

Ranking Criteria

Each proposal will be rated on a scale of 1 (least) to 5 (best) in the following categories. Each category is of equal weight.

- Experience
- In Design-Build Method
- Competency / Capacity to Perform
- Past Performance
- Professional Reputation
- Certifications

APPENDIX A PRELIMINARY PROJECT SCOPE OF WORK

City of Taylor is expected to receive facility improvements that may consist of the following items:

Fannie Robinson Sprayground

The scope of work may include, but is not limited to:

Soil import and grading, vegetation establishment, concrete flatwork, water and drainage system, location adjustments to coincide with field elevation change, and sprayground equipment.

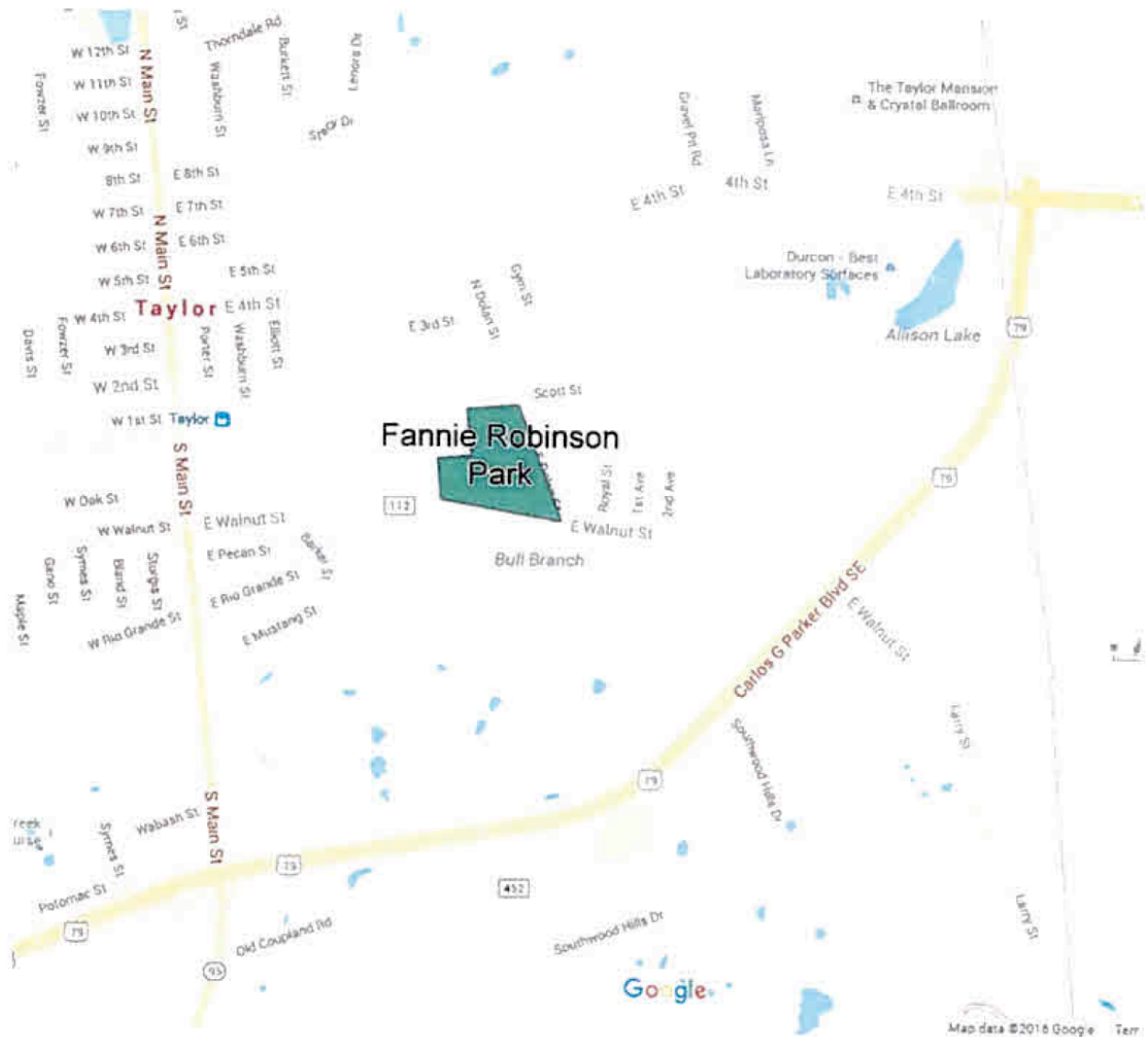




EXHIBIT “A”

QUALIFICATIONS ACKNOWLEDGMENT FORM

Submitted by: _____

Date:

Phone No.:

To:

In submitting this proposal, the undersigned acknowledges and agrees to the following:

1. Receipt of the Request for Qualifications and attached Exhibits “A”.
2. To hold open this submittal for a period of 60 days following its submission.
3. To accept the right of the Owner to reject any and all qualifications submittals, to waive formalities and to accept the proposal the Owner considers most advantageous.
4. To enter into a contract with the Owner for “Design-Build” as specified in the Request for Qualifications and the response to the Request for Qualifications.
5. By signing, the undersigned affirms that, to the best of his knowledge, the Qualifications submittal has been developed independently and is submitted without collusion with any other respondent or with anyone that would serve to limit competition in the award of this contract.

Authorized Signature

Title

Name of Contracting Firm

Address

Telephone

Date

City of Taylor
Finance Director
400 Porter St, Taylor, Texas 76574

DESIGN BUILD SERVICES-
FANNIE ROBINSON PARK SPRAYGROUND

T. F. HARPER
& ASSOCIATES LP

103 Red Bird Lane
Austin, Texas 78745
P: 512-440-0707
F: 512-440-0736

Committed To Excellence

ORIGINAL

City of Taylor
Design Build Services for Fannie Robinson Park Sprayground

April 3, 2017

T.F Harper & Associates LP

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Criteria 1: Unique Qualifications:

TF Harper & Associates LP (TF Harper) is a reliable, reputable central Texas based construction company that has performed numerous successful sprayground / splashpad projects to a long list of satisfied customers. Our interest in this project is to fulfill the needs of our customers, as well as potential customers, with a successful water park and with the best possible outcome. To date, TF Harper has completed over 40 water park related projects.

Since 1972, TF Harper has operated in and around the Austin area. With our in house technical staff in concrete, sitework, playground, install, electrical & plumbing, TF Harper offers immediate turnkey capability to its clients. Beginning with small projects of \$50,000; TF Harper has chosen to maintain our primary market base in small to medium commercial projects with a diversified portfolio of design-build, construction management, renovation, historical preservation and adaptive re-use, as well as new construction. Currently, negotiated contracts account for over half of our workload and 20% of work is competitively bid. Another 20% is repeat work from clients who have utilized our services in the past.

In 1985, TF Harper entered the commercial playground market. Our long list of repeat clientele is a testimony to our system of precise estimating, on-time installs, and satisfied communities. We have years of experience with counties, cities, school districts, municipalities, and other entities across the state of Texas giving us a broad spectrum of knowledge in permitting, codes, and regulations required for park and recreation development. Our in house team of sales representatives, estimators, project managers, and laborers allow us to see a project through from inception to completion and gives our clients one point of contact from day one.

For over thirty years, TF Harper has built relationships with Owners, Architects and Engineers, Subcontractors and vendors all over Texas. Our long list of qualified bidders, many of whom have been with us from inception, is evidence of a business built on trust, integrity and loyalty. We are especially proud of our partnerships with Historically Underutilized Businesses and the diversity of our own staff that is over fifty percent women and minorities. We routinely notice suppliers and perspective subcontractors through General Services Commissions Centralized Master Bidders List.

With our reputation for offering high quality craftsmanship and focus on offering the client the best value for its dollar in value engineering, TF Harper is a partner in the process from design start-up to completion. Aggressive schedules are routinely achieved and TF Harper has never been assessed liquidating damages. Insuring the safety of our employees and those who access our jobsite is a high priority. Our staff is OSHA trained and certified and OSHA recommended procedures are adhered to strictly. We are thoroughly familiar with applicable building Codes, state environmental, and fire protection guidelines.

An important element of every successful project is communication. To that end, our system of regular jobsite meetings and reporting procedures provide current documentation for accountability and performance standards. We utilize custom software for our cost estimates and scheduling that can be modified to fit the requirements of the Architect or Owner. We maintain an effective system of drawing control, shop drawings and submitted data, correspondence, and change orders.

We listen to our client and we assign a single point of contact for every TF Harper job. The single point of contact and easily accessible documentation is maintained at the jobsite for the sole purpose of keeping our client informed.

The mission of TF Harper is to build on our reputation for integrity, excellence, experience, and leadership as Central Texas' finest construction organization by:

- ◆ Continuously improving the quality of our work and services;
- ◆ Constantly striving to exceed each client's expectations;
- ◆ Maintaining our dedication to the highest moral principles

Our quality control system ensures a superior standard of work. The procedures we implement include routine site inspections. Our owner, Tommy Harper, is well known for being "hands on" on all projects, regardless of size. Our quality control goals are to:

1. ensure adherence to applicable building codes and standards
2. identify errors or omissions
3. ensure work according to plans and specs
4. maintain the highest quality of workmanship

Typically, a TF Harper punch list is short and indicates our philosophy of "doing it right the first time."

Our company is committed to supplying products and services that comply with environmental regulations as well as our customer's environmental requirements. To ensure success with this initiative, we will focus on the following objectives to control or minimize the production of waste:

- Prevent soil contamination.
- Reduce air emissions.
- Contain and control water discharges.
- Recycle materials whenever practicable.
- Establish procedures for the purchase and re-use of materials.
- Commit to adequate training for employees and subcontractors regarding waste and disposal issues.
- Minimize risk of accidental waste release.
- Form a liaison between authorities and groups concerned with environmental protection at the job site.

It is the responsibility of project management to ensure that site personnel are responsive in implementing these green objectives. Any acts that compromise the achievement of these initiatives must be brought to the attention of senior management.

TF Harper is just now finishing a splashpad / water park for Harris County, El Franco Lee Park valued at over \$300,000. We are about to submit for final billing. We are proud to hand over this beautiful project to a well satisfied customer and wish to continue with these successes in the future.

Criteria 2: Corporate Qualifications

2.1

TF Harper has been in business for 45 years (since 1972) starting as a general contractor under the name TF Harper Construction Company. The company performed numerous construction projects as a general contractor, construction manager, and also contracted work under Job Order Contracts for municipalities and many school districts. In the 1980's, TF Harper expanded its services to include park & playground sales & installation. These services included sales and installation of playgrounds, site furnishings, park pavilions, shade structures and spraygrounds / splashpads.

In 2007, TF Harper Construction Company became TF Harper & Associates, LP. There was no merger or change in ownership. To this day, TF Harper is owned by Thomas F. Harper (51%) and wife, Brenda Sue Harper (49%).

Our website address is: www.tfharper.com

TF Harper maintains one office location at 103 Red Bird Lane, Austin, Texas 78745, and it is at this location where we will manage this project if awarded.

Revenues for the last three years for work performed in Texas are:

2014- \$6,431,294.00

2015- \$7,752,465.43

2016- \$6,944,144.20

2.2

TF Harper offers the following services:

General Contracting;
Construction Management;
Design/Build;
Job Order Contracting;
Playground Sales & Installation;
Park Furnishing Sales & Installation;
Splash Pads/ Sprayground Parks;
Shade Structures;
Metal Buildings & Pavilions;
Concrete & Sitework

In most cases, TF Harper has the ability to, and does perform the above services in-house. For relatively small jobs, we will not use sub-contractors. For large jobs, and depending on our work volume, we may sub-contract some services such as concrete, sitework and fencing.

2.3

TF Harper does not manufacture any equipment but is fully willing to use and install other manufacturer's products.

TF Harper has relationships with vendors/suppliers that would be very useful to this project. Because of these relationships, we are positioned to offer the customer a better value.

Valuable vendors for this project could be WaterSplash, Inc., MyTCoat, and Modern Shade LLC.

2.4

TF Harper is not involved in any present or past litigation for any project, much less design/build projects.

2.5

There are no cases, present or past, or since TF Harper's inception that have been terminated by the owner prior to completion for non-performance.

2.6

There are no project cases, present or past, or since TF Harper's inception, claimed under professional malpractice insurance.

2.7

Our bonding company is Developers Surety & Indemnity Company and our bonding agent is The Nitsche Group. Agency address is: 143 East Austin, Giddings, Texas 78942. Agency contact is: Craig Parker, Phone number: 281-635-3060. Email: craigp@intonline.com.

See Bonding Letter that follows this criteria section.

2.8

TF Harper proudly carries the general liability and workman's compensation insurance coverages required for this project.

See Certificate of Insurance that follows this criteria section.

2.9

TF Harper certifies that the architect/engineer on our team, was selected based on demonstrated competence and qualifications in the manner provided by TX. Govt. Code Section 2254.004.

2.10

Our architect/design team carries and maintains errors and omissions insurance in the amount of \$1,000,000.

See policy information that follows this criteria section.



March 31, 2017

To: City of Taylor

Re: Fannie Robinson Park Sprayground

TF Harper & Associates LP ("TF Harper") is a highly qualified organization and we are pleased to recommend them. They have demonstrated the ability to perform difficult projects in an admirable manner.

Bonds for TF Harper are being placed through FCCI Insurance Company. Based on current underwriting conditions, we anticipate no difficulty in providing the needed \$1 million dollars of Bonding Capacity through FCCI, on behalf of TF Harper for the Fannie Robinson Park contracts should TF Harper be chosen for this contract.

The decision to issue performance and payment bonds is a matter between TF Harper and FCCI Insurance Group, and will be subject to the standard underwriting practices and policies in effect at the time of final bond requests, which will include but is not be limited to the acceptability of the contract documents, bond forms and financing. This letter is not a commitment to bond any particular contract.

If further information is needed, please let me know.

Sincerely,

Craig Parker
The Nitsche Group
143 East Austin St.
Giddings, Texas 78942
281-635-3060
craigp@thenitschegroup.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Watkins Insurance Group-Austin 3834 Spicewood Springs Rd, St 100 Austin TX 78759	CONTACT NAME: Elizabeth Dixon	PHONE (A/C, No, Ext): 512-452-8877	FAX (A/C, No): 512-452-0999
	E-MAIL ADDRESS: edixon@watkinsinsurancegroup.com		
INSURED T F Harper & Associates, LP Cindi Chrastecky 103 Red Bird Lane Austin TX 78745-3620	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Cincinnati Insurance Company		10677
	INSURER B: Texas Mutual Insurance Company		22945
	INSURER C: StarStone National		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 253390720

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			EPP 0179837	2/9/2017	2/9/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			EPP 0179837	2/9/2017	2/9/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			71292M172ALI	2/9/2017	2/9/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N/A		TSF0001141452	2/17/2017	2/17/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Contractors Equipment			EPP 0179837	2/9/2017	2/9/2018	Scheduled 175,500 Leased/Rented 50,000 Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Taylor Attn: Rosemarie Dennis 400 Porter Street Taylor TX 76574	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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**Architects, Engineers & Environmental
Services Professional Liability
Insurance Policy**



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE APPLIES TO CLAIMS THAT ARE FIRST MADE AGAINST YOU DURING A POLICY YEAR WITHIN THE POLICY PERIOD, AND FIRST REPORTED TO US WITHIN THAT POLICY YEAR, OR WITHIN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE, IF APPLICABLE, AND BEFORE THE END OF THE POLICY YEAR. PLEASE READ THE POLICY CAREFULLY.

Company: LIBERTY INSURANCE UNDERWRITERS INC. 55 Water Street, 23rd Floor New York, NY 10041	Producer: RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, TX 75080
Policy No.: AEE200494-0115	Renewal of: NEW

DECLARATIONS

Item 1. Named Insured and Mailing Address:

McIntyre & McIntyre, Inc
9807 Brandywine Circle
Austin, TX 78750

Item 2. Policy Period: July 30, 2015 to July 30, 2017

(at 12:01 AM local time at the address of the Named Insured as stated in Item 1. above)

Item 3. Limits of Liability (inclusive of Claims Expenses):

A. \$1,000,000	Each Claim
B. \$1,000,000	Policy Year Aggregate

Item 4. Deductible (inclusive of Claims Expenses):

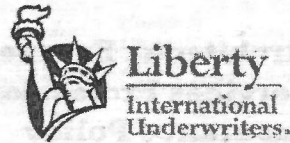
A. \$1,000	Each Claim
B. \$2,000	Policy Year Aggregate

Item 5. Premium:	Sch/Tax:	Total Premium:
\$4,962.00		\$4,962.00

Item 6. Retroactive Date (if applicable): July 30, 2015

Item 7. Knowledge Date: July 30, 2015

**Architects, Engineers & Environmental
Services Professional Liability
Insurance Policy**



Item 8. Claims and/or Underwriting Notification:

Liberty International Underwriters, 55 Water Street, 23rd Floor, New York, NY 10041

Attn: A&E Claims Department

Telephone: (800) 677-9163 Fax: (212) 208-4290

Item 9. Endorsements attached at Policy Effective Date:

AEE001 (05/2002), AEE002 (05/2002), AEE032, AEE112TX, LIUNOTICE-TX-002-0209, AEE113TX,

GPO 4839, AEA204 (Ed 0510), AEA205 (Ed 0510), AEA206 (Ed 0510), AEA207 (Ed 0510),

AEA208 (Ed 0510), AEA210 (Ed 0510), OFAC (08/09)

This Declarations page together with the Architects, Engineers & Environmental Services Professional Liability Insurance Policy shall constitute the contract between the Named Insured and the Company.

CL Peirce

PRESIDENT
Christopher L. Peirce

Dexter R. Legg

SECRETARY
Dexter R. Legg

52 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
11 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
ZG insurance company of The Hartford Insurance Group shown below.

SBM

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A

Policy Number: 46 SBM ZG1152 DX



SPECTRUM POLICY DECLARATIONS

ORIGINAL

Named Insured and Mailing Address:
(No., Street, Town, State, Zip Code)

MCINTYRE & MCINTYRE INC

9807 BRANDYWINE CIRCLE
AUSTIN TX 78750

Policy Period: From 06/09/16 To 06/09/17 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: RISKPRO INSURANCE AGENCY LLC/PHS
Code: 506800

Previous Policy Number: 46 SBM ZG1152

Named Insured is: CORPORATION

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$425 MP

Countersigned by

Susan L. Castaneda

Authorized Representative

03/29/16
Date

07245

*3100246ZG11520117

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 46 SBM ZG1152

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

9807 BRANDYWINE CIRCLE
AUSTIN TX 78750

Description of Business:
Architects & Architecture Services

Deductible: NO COVERAGE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST

NO COVERAGE

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST

NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES
OUTSIDE THE PREMISES

NO COVERAGE
NO COVERAGE

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 46 SBM ZG1152

BUSINESS LIABILITY**LIMITS OF INSURANCE**

LIABILITY AND MEDICAL EXPENSES \$2,000,000

MEDICAL EXPENSES - ANY ONE PERSON \$ 10,000

PERSONAL AND ADVERTISING INJURY \$2,000,000

DAMAGES TO PREMISES RENTED TO YOU \$1,000,000
ANY ONE PREMISESAGGREGATE LIMITS
PRODUCTS-COMPLETED OPERATIONS \$4,000,000

GENERAL AGGREGATE \$4,000,000

EMPLOYMENT PRACTICES LIABILITY
COVERAGE: FORM SS 09 01

EACH CLAIM LIMIT \$ 10,000

DEDUCTIBLE - EACH CLAIM LIMIT
NOT APPLICABLE

AGGREGATE LIMIT \$ 10,000

RETROACTIVE DATE: 05252010

This **Employment Practices Liability Coverage** contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

**BUSINESS LIABILITY OPTIONAL
COVERAGES**HIRED/NON-OWNED AUTO LIABILITY \$2,000,000
FORM: SS 06 66CYBERFLEX COVERAGE
FORM SS 40 26

*3100246ZG11520117 07246

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 46 SBM ZG1152

Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14	SS 00 05 10 08	SS 00 08 04 '05	SS 00 60 09 15
SS 10 11 10 15	SS 40 26 06 11	SS 41 63 06 11	SS 05 06 03 14
SS 05 47 09 15	SS 41 75 03 14	SS 50 04 06 04	SS 50 57 04 05
SS 06 66 09 09	SS 09 01 12 14	SS 09 67 09 14	SS 09 70 12 14
SS 09 71 12 14	SS 09 82 12 14	SS 50 19 01 15	IH 99 40 04 09
IH 99 41 04 09	SS 83 76 01 15		

Criteria 3: Personnel Qualifications

3.1

Engineering & Project Design duties will mainly be the responsibility of John McIntyre, P.E. & Claire McIntyre, Architect, with the assistance of Thomas F. Harper. These two team members have a long reputable history together, as well as a long list of Design/Build successes for numerous construction projects as well as water splash parks.

Contract negotiations will mainly be the responsibility of our owner / project manager, Tommy Harper. Mr. Harper and our VP of Construction, Mr. Kory Cain will be the prime managers of the project. On site supervision will be performed by Kory Cain and Walter (Dutch) Rhodes. Project assistance will be given by Mr. Matthew Aicklen (project administrator) and Tom Bonner (Sr. Estimator).

3.2

Our current splash park / splash pad project is almost completed (98%). The project name is El Franco Lee Splash Park and Harris County is the owner. TF Harper is the general contractor and design/ architectural drawings were performed by Harris County in-house architects. The project, valued at \$328,500.00, includes many facets of construction, some complexed. Construction included drainage issues, utility sitework, excavation, grading, water tank install, concrete work, plumbing, electrical, splash pad installation, splash pad surfacing, re-circulation systems, controllers, UV treatment, shade structures, sidewalks, pump house and various site furnishings.

Our key team members involved in this project are Tommy Harper (Manager), John McIntyre & Claire McIntyre (Engineer / Architect), Kory Cain (Manager), Tom Bonner (Estimator), Matthew Aicklen (Project Administrator), Dutch Rhodes (Site Supervisor).

See Harris County client information in Criteria 5- References:

3.3

See Organization Chart of key team members that follows this criteria section.

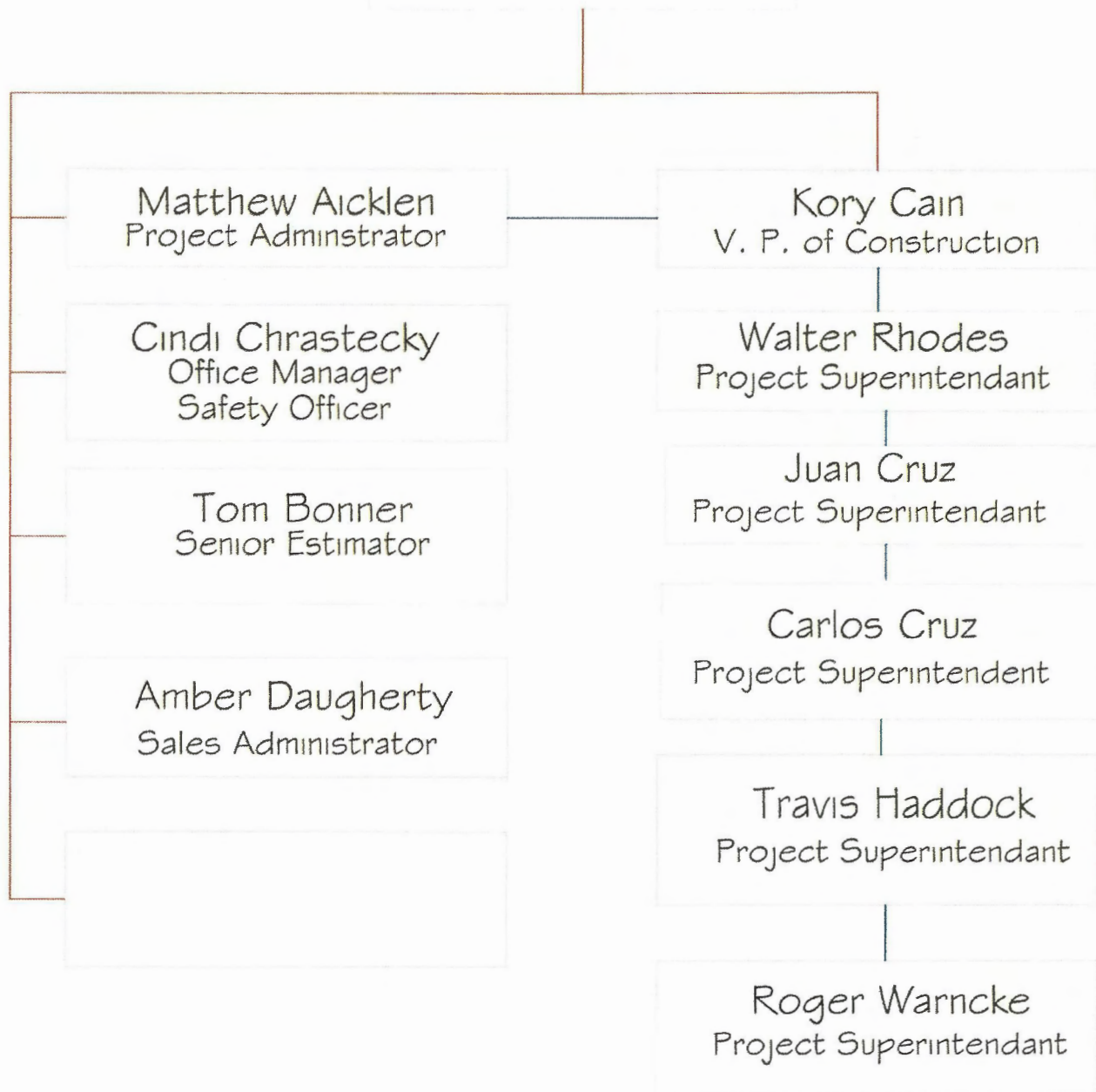
3.4

See professional resumes of key team members following this section.

T. F. Harper & Associates LP

ORGANIZATION CHART CONSTRUCTION DIVISION

THOMAS F. HARPER



THOMAS F. HARPER

103 Red Bird Lane Austin, Texas 78745 P (512) 440-0707 F (512) 440-0736 tfh@tfharper.com

SUMMARY

- Experienced in all levels of construction, 40+ years
- Current Business: \$9-15 million
- Currently employing 28+ employees (average yearly employment 25-45)
- Skilled in carpentry, drywall, painting, electrical and plumbing
- Hands-on experience with small and large projects from conception to completion
- Reputation of estimating, scheduling, coordinating and completing projects on time and within budget

EXPERIENCE

T. F. Harper & Associates LP, Austin, Texas- 2006-Present

- *General Contractor and Construction Management*
Owner, Project Management & Estimator
 - Snyder JOC Renovations, Snyder ISD
 - Cedar Creek Elementary Renovations, Eanes ISD
 - Glen Rose Elementary Renovations, Glen Rose ISD
 - Glen Rose Jr. High Renovations, Glen Rose ISD
 - Manor High School Phase 3, Manor ISD
 - Wheatsville Grocery Renovations/Addition, Austin

T. F. Harper Construction Company, Austin, Texas 1984-2006

- *General Contractor and Construction Management*
Owner, Project Management & Estimator
 - Restoration of the Texas Governors Mansion
 - Renovation of the Texas State Banking Building
 - Renovation of Three Floors Reagan Building
 - Renovation of three grocery stores (Food Land)
 - Renovation of six grocery stores (Tom Thumb)
 - Renovation of seven grocery stores (Randalls)
 - Renovation of one grocery store (HEB)

Faulkner Construction Company, Austin, Texas 1980-1984

- *General Contracting*
Project Manager & Superintendent
 - Luling High School and Vocational Educational Buildings
 - St. Michael's Episcopal Church

BradTex Development, Austin, Texas 1979-1980

- *Development & General Contracting*
Project Manager & Estimator
 - South Austin Apartment Complex
 - South Austin Office Complex
 - Seven Custom Homes

T. F. Harper Construction Company, Austin, Texas 1972-1979

- *General Contracting*
Owner, Estimator & Project Manager
 - Renovation of the Senate, Texas State Capitol
 - Restoration of the First United Methodist Church, San Marcos, Texas
 - Texas School for the Deaf Gymnasium Renovations
 - Numerous Custom Home Additions and Renovations.

Allied Contracting, Austin, Texas 1970-1972

- *General Contracting*
Carpentry, Carpenter Forman & Painting
 - Austin City Hall Renovations
 - Texas State School for The Deaf
 - Texas Department of Health

EDUCATION

- National Playground Safety Institute Certified Playground Safety Inspector
- Central Texas Junior College, Computer Science
- Local Carpenters Union Journeyman Carpenter
- Local Painters Union Journeyman Painter
- OSHA Certification

KORY D. CAIN

103 Red Bird Lane Austin, Texas 78745 P (512) 440-0707 F (512) 440-0736 kcain@tfharper.com

SUMMARY

- Construction experience 27 years
- Oversee all construction projects and staffing
- Hands-on experience in small and large projects from conception to completion
- Residential and commercial experience
- Skilled in concrete construction, project management, superintendent, supervision, estimating
- Able to coordinate multiple projects concurrently
- Reputation of scheduling, coordinating and completing projects on time and within budget

EXPERIENCE

T.F. Harper & Associates LP, Austin, Texas

2009 to Present

VP- Construction

Clearwater Constructors – concrete finisher & equipment operator

Lonestar Foundations – field superintendent

Southwestern Construction – field superintendent

Kevin Cain Construction – Project Manager & General Superintendent

T. F. Harper & Associates LP – Project Superintendent & Head of Concrete Department

Numerous school projects completed for: Austin ISD, San Marcos ISD, Luling ISD, Round Rock ISD, Texas State & University of Texas

EDUCATION

- ACI Concrete & Flatwork Technician Certification
- OSHA Construction Safety Certification

TOM BONNER

103 Red Bird Lane Austin, Texas 78745 P (512) 440-0707 F (512) 440-0736 tbonner@tfharper.com

SUMMARY

- Estimating experience, 20+ years
- Oversee costs for all construction bids
- Experience since 1972 in all levels of construction
- Hands-on experience with small and large projects from conception to completion
- Experience as a Project Manager, Superintendent, Supervisor, Project Coordinator and Estimator
- Knowledge of budget analysis, cost estimating and project estimating
- Reputation of scheduling, coordinating and completing projects on time and within budget

EXPERIENCE

T. F. Harper & Associates LP, Austin, Texas

1992-Present

- *Estimator*
 - Beeville Independent School District – \$2.1 million contract
 - Snyder Independent School District- \$3.8 million
 - Blue Hole Regional Park – \$3.2 million
 - Houston MUD 230 – \$2.5 million
 - Multiple smaller contracts and JOC work with school districts and municipalities

EDUCATION

- Certified in RS Means-Costworks estimating program
- BS in Cost Accounting (1980), Long Island University

WALTER (DUTCH) RHODES

103 Red Bird Lane Austin, Texas 78745 P (512) 440-0707 F (512) 440-0736 drhodes@tfharper.com

SUMMARY

- Experienced in all levels of construction since 1985
- Manage projects, subcontractors, suppliers and schedules on multi projects
- Hands-on experience with small and large projects from conception to completion
- Skilled in carpentry, drywall, painting, welding, electrical and plumbing
- Able to coordinate multiple projects concurrently
- Reputation of scheduling, coordinating and complete projects on time and within budget

EXPERIENCE

T. F. Harper & Associates LP, Austin, Texas

1985-Present

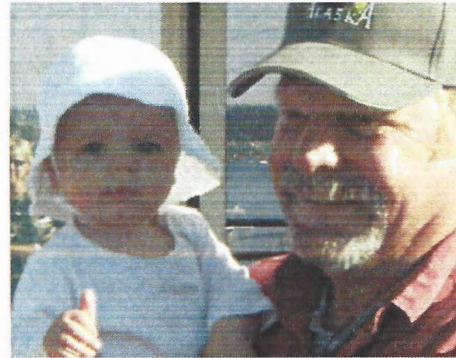
General Contractor and Construction Management

- **Senior Project Superintendent**
 - Snyder JOC Renovations, Snyder ISD
 - Cedar Creek Elementary Renovations, Eanes ISD
 - Eanes general renovations, Eanes ISD
 - Restoration of the Texas Governor's Mansion
 - Renovation of the Texas State Banking Building
 - Renovation of Three Floors Reagan Building
 - Renovation of three grocery stores (Food Land)
 - Renovation of six grocery stores (Tom Thumb)
 - Renovation of seven grocery stores (Randall's)
 - Renovation of the Senate, Texas State Capitol

EDUCATION

- University of Texas, Major in Business
- Austin Community College, Major in Business, Computer Science
- Durham Business School, studied Architectural Drafting while attending
- OSHA Certification

JOHN F. McINTYRE, P.E. PROFESSIONAL ENGINEER



SUMMARY OF QUALIFICATIONS :

Offering 33 years of diverse professional experience in structural, electrical, hvac and mechanical engineering design including:

- * Registered Professional Engineer (1982), Texas Registration # 52646
McIntyre & McIntyre, Inc. Texas Board of Professional Engineers # F 4730
- * Bachelor of Science in Architectural Engineering (1977), University of Texas at Austin
- * Bachelor of Science in Physics (1974), University of Texas at Austin
- * APSP / CBP – Association of Pool and Spa Professionals / Certified Building Professional
- * Structural, Mechanical (HVAC & Plumbing) and Electrical Engineering design of buildings and related structures, including:
 - schools
 - office buildings
 - manufacturing facilities
 - medical facilities
 - retail facilities
 - R&D tilt wall structures
 - churches
 - swimming pools
 - water features.
- * Over three decades experience in building planning, layout, design, code requirements, design team management, client negotiations and job coordination.
- * Management, marketing, design, coordination and production of A/E design teams for McIntyre & McIntyre, Incorporated, Austin, Texas
- * Planning, design and construction liaison to City development process, building permit review and construction observation process.

Efficient, well skilled and able to establish and maintain a positive communication with individuals of varying cultural and educational backgrounds with a solid history of achievements in the engineering, construction and development fields.

HIGHLIGHTS OF PROFESSIONAL EXPERIENCE :

- 1990 to Present McIntyre & McIntyre Incorporated
Architects * Engineers * Planners * Pool / Spa / Water Feature Consultants
Austin, Texas
- Duties include: Structural, mechanical (HVAC & plumbing), electrical engineering consulting services for commercial and residential projects
Provide construction administration services for residential and commercial construction projects
- 1988 to 1990 McIntyre Associates, Inc.
Realtors * Real Estate Development
McAllen, Texas
- Duties include: Structural, mechanical (HVAC & plumbing), electrical engineering consulting services for commercial, educational and residential projects
- 1983 to 1988 McIntyre Associates, Inc.
Architects * Engineers * Contractors * Developers
Austin, Texas
- Duties include: Management and marketing, A/E design team coordination, structural, mechanical and electrical engineering and design consulting, city of Austin Building and Planning Department liaison, construction cost estimating. Developed, designed and constructed apartments, condominiums and office buildings.
- 1977 to 1983 Vice-President, Maxwell Engineers, Inc.
Architects * Engineers, Austin, Texas
- Duties include: Contract administration, engineering design for A/E projects, coordination of architecture and engineering disciplines, site planning and layout, research of city development and building codes, building system selection, liaison to City of Austin Building and Planning Departments.
- 1976 to 1977 Research Assistant, Architectural Engineering Department,
University of Texas, Austin, Texas
- Polymer concrete research and field testing of products for use by the Texas Highway Department (TxDOT)

CREDENTIALS :

Registered Professional Engineer # 52646, State of Texas (1982)
B.S., Architectural Engineering, Univ. of Texas at Austin (1977)
B.S., Physics, Univ. of Texas at Austin (1974)
Past member of International Conference of Building Officials
Past president of Construction Specifications Institute / Austin, Texas Chapter
Former member American Concrete Institute

REFERENCES :

Daron K. Butler / Managing Partner Turner Collie Braden / Civil Engineers Austin, Texas	(512) 472-4519
Earl Broussard / Partner The Broussard Group, Planners * Landscape Architects Austin, Texas	(512) 327-1011
Tom Winkley, P.E. Winkley Engineers, Inc., Civil Engineers Austin, Texas	(512) 328-3242

CIVIC INVOLVEMENT:

Boy Scouts of America / Former Assistant Scoutmaster
Boy Scouts of America / Former District Food Drive Coordinator
Town and Country Little League Baseball / Former Coach
Austin Natural Science Guild

**CLAIRE B. McINTYRE,
ARCHITECT / REAL ESTATE BROKER**



SUMMARY OF QUALIFICATIONS:

Offering over 30 years of diverse professional experience in architecture, management, construction and development including:

- * Registered Architect, State of Texas
- * Certified Construction Specifier (CCS) by Construction Specifications Institute
- * Bachelor of Science in Architectural Engineering (Construction Management and Structural Engineering), University of Texas at Austin
- * Licensed Real Estate Broker, State of Texas
- * Involved in over \$130 million of real estate development projects while self employed in Austin, Texas as an architectural, construction, specification consultant, developer, contractor and real estate broker - \$30 million solely as owner/developer or real estate broker, including:
 - Developer of apartments, condominiums, office buildings and single family homes.
 - Management and coordination for real estate developments as owner of McIntyre Associates, Inc. Realtors & Builders and as managing partner of several joint ventures.
 - Provided overall management and construction cost estimating and quantity takeoffs as builder/contractor.
 - Designed, obtained financing, constructed and brokered custom quality speculative single family homes.
 - Provided architectural construction specifications to other architects as consultant as well as "Architect of Record" services to Owners.
- * Expert witness for trial preparation & mediation: forensic investigations, redesign of non-performing structures and buildings
- * Guest lecturer for University of Texas at Austin for the School of Architectural Engineering course in construction contracts and specifications during term on the board of directors of the

Austin Chapter of the Constructions Specifications Institute.

- * Director of construction methods and materials specifications for BLGY, Inc. Architects and Engineers, Austin, Texas. Coordination of contract documents, materials research and selection, preparation of bid documents for fast track construction management projects as well as traditional Architect / Owner / Contractor contracts.
- * Researched material and developed master specifications for use on Aramco Saudi Arabia projects while employed by 3D International.

CREDENTIALS :

B.S., Architectural Engineering, Univ. of Texas, 1975
Registered Architect, State of Texas, Reg. # 10350
Certified Construction Specifier, CCS
Licensed Real Estate Broker, State of Texas

HIGHLIGHTS OF PROFESSIONAL EXPERIENCE :

1990 to Present McIntyre & McIntyre Incorporated
Architects * Engineers * Planners * Interior Design * Construction
Austin, Texas

Provide architectural and engineering consulting for commercial projects, including code searches, and specifications.
Provide construction management and construction services for residential and commercial construction projects

1981 to Present Owner - McIntyre Associates, Inc.
Realtors * Real Estate Development
Austin, Texas

Managing partner for joint venture real estate development projects.
Overall management, marketing and real estate brokerage. Real Estate office included as many as 20 sales agents and 10 employees.
Developed, designed and constructed apartments, condominiums and office buildings.

1981 to 1986 Owner - SPEC Solution, Inc.

Provide architectural consulting for project specifications.
Single family home builder.

1981 to 1986 Co-Owner - Capital Construction, Inc. and
Brad-Tex, Inc. , General Contractors.

Principal of General Construction companies.

Negotiated contracts for low bid bonded work as well as cost plus with guaranteed maximum jobs.

Performed estimating and quantity takeoffs.

1975 to 1981 Specification Specialist and Director of Specifications
for BLGY, Inc., Architects * Engineers, Austin, Texas

Coordinated construction documents; researched materials and methods of construction.

Prepared bid packages for construction management "fast track" jobs.

1977 to 1978 Specifications Specialist for 3D International,
Architects and Planners, Austin, Texas.

Researched materials and construction methods.

Developed master specifications system for use by client, Aramco, for Saudi Arabia projects.

REFERENCES :

W.T. Bradshaw, Jr, Attorney (512) 478-8421
Gracy Title Company
Austin, Texas

Kathy Mayes (512) 219-1330
The Henry Mayes Company
Austin, Texas

CIVIC INVOLVEMENTS (Past and Present):

Austin Natural Science Guild, Inc. - Area chair for Fall Festival and Safari Events

Coach for Odyssey of the Mind Program / Round Rock Schools

P.E.O Sisterhood, Philanthropic and Educational Foundation

Girl and Boy Scouts of America - Area cookie sales coordinator

Ballet Austin

Women's Symphony League

PROJECT HIGHLIGHTS :

Regency Parke, Austin, Texas

Managing joint venture partner for 120,000 s.f. twin office building development. Total development budget \$10.0 million.

Heritage woods, Round Rock Texas

Principal Architect as well as managing joint venture partner for 70,000 s.f. office project. Construction cost of \$2.8 million. Total development budget of \$5.1 million.

West University Place Condominiums, Austin, Texas

Managing joint venture partner for development project of \$2.3 million.

Fountainhead Apartments, Austin, Texas

Managing joint venture partner for development project of \$3.1 million.

South Mopac Office Building, Austin, Texas

Managing joint venture partner for development project of \$3.1 million.

City of Cedar Park, Cedar Park, Texas

Principal Architect for masterplan of city hall, police, jail, and fire station municipal complex. Estimated cost of \$2.5 million.

Texas Youth Council, Brownwood, Texas

Consulting Architect to BLGY, Inc. as project specification specialist. Project construction costs \$3.1 million.

Campbell Elementary School, Austin, Texas

Consulting Architect to BLGY, Inc. as project specification specialist. Project construction costs \$3.9 million.

Austin Community College, Austin, Texas

Consulting Architect to BLGY, Inc. as project specification specialist. Project construction costs \$3.6 million.

Belton I.S.D. 5th & 6th Grade Center, Belton, Texas

Consulting Architect to BLGY, Inc. as project specification specialist. Project construction costs \$4.8 million.

Criteria 4: Program and Project Methodology

We approach every project, whether it's developing sprayground parks, playgrounds or general construction, with three solid management principles in mind; quick responses, good communication, and prompt delivery.

We will give you a fast response on all requests. We have the staff resources (skilled carpenters, concrete workers, plumbers, electricians and laborers) on hand to respond quickly to any request or need. Additionally, we have three project managers and four superintendents to give us flexibility on complex issues.

Our staff and facilities are set-up to communicate well. As communication is one of our strong points, we listen to our client and assign a single point contact for every project. Our site is manned with a qualified supervisor for easy access that allows a direct communication line with our subcontractors, suppliers, owner and/or their assigned representatives.

We develop schedules based on our 40+ years of experience of similar type projects and we maintain these schedules by making them available to all subcontractors, superintendents, project managers, and the owner. We update these schedules weekly or based on need. We have the ability with our in-house team to add manpower to the job site should we need extra hands.

We apply our knowledge and experience of construction costs and means to build detailed schedules for each project using Microsoft Project software. Each project superintendent carries internet connected computer outfitted with scheduling software in order to maintain a current and accurate schedule. Detailed schedules for each project are monitored daily and updated weekly. We provide a copy on a regular basis to the owner, subcontractors, and project managers. Our minimum of three daily inspections by the project superintendent ensures that the highest quality of work is being performed to schedule.

When delays outside the control of the contractor occur, our scheduling abilities and access to the schedule by our owners and design team, help minimize the effect of the delay to the overall project completion date. This unfortunately occurs more often than anyone wants to believe, but the truth of the matter is, that once people see work ongoing, new scope and/or issues generally start coming to light. For example, at the Rosewood Pool renovation for the City of Austin, delays began before the project ever took off. The project was done through our JOC TCPN contract due to the tight schedule for getting the work completed. Without a set of plans, the schedule was developed based on a site/scope review with the directors and project managers who needed the work completed prior to swim season this summer. Unfortunately the permit department wasn't excited about a project commencing without a current full set of original plans. As this was originally meant to be a maintenance contract for repairs and upgrades, the need for a full permit was a major hit to the schedule. Using our long history and knowledge of codes, statutes, and requirements, we defined items in the schedule which could be done under a site plan exemption prior to permit and reorganized to minimize the impact. Even with this delay, we converted the 4 week permit process into a delay of less than a week which we overcame by consolidating some mobilizations. We were also able to add approximately 50,000.00 of scope into the project without impacting the completion date.

The goal, however, is to use the continuous schedule review and tracking to beat the initial construction schedule such as the case with our Snider ISD projects. By continuously tracking and updating the schedule, we were able to be proactive on the early completions of preceding tasks to mobilize and complete early.

Each opportunity to take advantage of an early completion of scope has the ability to positively affect the project schedule. Without consistent tracking and supervision by the entire team, the saved time is lost and can't be used in a positive manner to the project. Whether it's due to material delivery issues, missing information (RFI's), revisions, or unforeseen issues during renovations; there are always issues on construction projects. Without realizing the savings available in early task completions, the issues will nearly always impact the completion date negatively. The cascade affect to the schedule can be either positive or negative, but without the constant review of the schedule by the entire team, the possibility to realize the positive affect is nearly lost. T.F. Harper and Associates. LP prefers taking advantage of the positives in lieu of losing them.

Professional Memberships and Certifications

Master Electricians License

Hand & Power Tool Safety

Master Plumbers License

National Electrical Code

Advanced Safety/ Health Awareness

Texas Capital Area Builders Association

Defensive Driving Course- Truck Drivers

OSHA/ TWCC Record-keeping

OSHA Scaffold Safety Competent Person Training

Fall Protection#1

Forklift Operating Safety Training

Scissor Lift Safety

Boom Lift Safety Training

OSHA Awareness For Employees

Intro to OSHA and Regulations

Personal Protective Equipment

Criteria 5: References

5.1

Our team (as identified in previous criteria) have worked together for many years, most of us 20+ years. Together as a team, we have run into any situation imaginable, including many complexed issues including drainage issues, utility placement, environmental, excavation, grading for positive drainage, etc. Ultimately, we have always come up with solutions that satisfy everyone, especially the owner and regulatory authorities. To this end, attached is a list of references that would be happy to share with you their positive experiences involving our work.

See Splash Park references next page.



103 Red Bird Lane
Austin, Texas 78745
512-440-0707 800-976-0107

L7035	03/08/07	Belton PWD(Heritage Park)	Matt Bates Director; North Alexander, Belton, Texas 254-833-5860 401	26 Events & Recirculation System	\$120,428.00
L7035	03/08/07	Belton PWD(Heritage Park)	Matt Bates Director; North Alexander, Belton, Texas 254-833-5860 401	26 Events & Recirculation System	\$120,428.00
L8001	01/02/08	Centex Homes (Garlic Creek)	Garlic Creek West, Phase III section 1 Stephen Ashlock 512-532-3355 1235 Heep Run Buda, Texas 78610	16 Components & Recirc System	\$103,545.00
L10050	02/11/10	TFHC-Kerrville Carver Park Sprayground-C10017	Malcolm Matthews 800 Junction Highway, Keerville, Texas 78028 830-258-5506	9 Components, WCS, WQMS	\$116,316.00
L10055	02/17/10	Copperas Cove South Pool - C10019	City of Copperas Cove Ken Wilson 254-547-9247 1206 W. Avenue B, Copperas Cove, Texas 76522	9 Components	\$84,662.00
L10182	05/21/10	TFHC-COA-Eastwood Park - C10041	Gene Faulk - Project Manager 512-656-6192 600 River Street Austin, Texas	9 Components, WQMS, WCS	\$142,941.75
L10183	05/21/10	TFHC-COA-Lott Park - C10040	Gene Faulk - Project Manager 512-656-6192 600 River Street Austin, Texas	4 Components, WQMS, WCS	\$133,764.75
L10184	05/21/10	TFHC-COA-Chestnut Park - C10039	Gene Faulk - Project Manager 512-656-6192 600 River Street Austin, Texas	6 Components, WQMS, WCS	\$135,536.50
LLJ11089	03/31/11	TFHC-CNP Utility District East Park Splashpad	CNP MUD East Park Michael Murr 11803 Grant Rpad, Suite 108 Cypress, Texas 77429 713 825-0970	10 Components, Flow-Thru System	\$104,556.00
LMT12036	02/13/12	Westar Constructon-Fisherman's Park	Fishermans Park City of Bastrop Trey Job 512-332-8932 1209 Linden Street, Bastrop, Texas 78602	(10) Features, Controller, etc.	\$55,871.00
LMT12039	02/24/12	The Barr Company-NE Metro Park	City of Pflugerville Northeast Metro Park Rodriguez Barr 512-474-4222 612 A West 22nd Street Austin, Texas 78705	(3) Features, Controller & Cabinet, Drains	\$43,457.00
C15047	11/23/2015	Harris County El Franco Lee Splash Park	Harris County PCT #1 El Franco lee Park 9400 Hall Road, Houston, Texas Robert Castaneda 713-274-1556	(24) Features, Drains, Controller & Cabinet	\$328,507.00

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EXHIBIT "A"

QUALIFICATIONS ACKNOWLEDGMENT FORM

Submitted by: T.F. Harper & Associates LP

103 Red Bird Lane, Austin, Texas 78745

Date: April 3, 2017

Phone No.: 512-440-0707

To: City of Taylor, Texas 76574

In submitting this proposal, the undersigned acknowledges and agrees to the following:

1. Receipt of the Request for Qualifications and attached Exhibits "A".
2. To hold open this submittal for a period of 60 days following its submission.
3. To accept the right of the Owner to reject any and all qualifications submittals, to waive formalities and to accept the proposal the Owner considers most advantageous.
4. To enter into a contract with the Owner for "Design-Build" as specified in the Request for Qualifications and the response to the Request for Qualifications.
5. By signing, the undersigned affirms that, to the best of his knowledge, the Qualifications submittal has been developed independently and is submitted without collusion with any other respondent or with anyone that would serve to limit competition in the award of this contract.


Authorized Signature Tom Bonner

Sr. Estimator
Title

TF Harper & Associates LP
Name of Contracting Firm

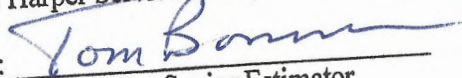
103 Red Bird Lane, Austin, Texas 78745
Address

512-440-0707
Telephone

April 3, 2017
Date

T.F. Harper & Associates, L.P.

By: Harper Services LLC, General Partner

By: 
Tom Bonner, Senior Estimator

Criteria 7: Safety

We have a safety plan and procedures that we follow at all job sites.

1. Orientation

- Alert workers to the safety and health aspects of their jobs. Specific training may be required for workers doing a specific task or job.

2. Set up

- Each job site is given an OSHA approved first aid kit and a jobsite OSHA records kit, which includes the following items:
 - i. A brief guide to record keeping requirements
 - ii. Assured equipment grounding conductor program
 - iii. OSHA emergency hot-line numbers
 - iv. List of emergency phone numbers
 - v. Job safety and health protection poster in both English and Spanish
 - vi. Equal employment opportunity is the law poster (English/Spanish)
 - vii. Minimum wage poster
 - viii. Employee polygraph protection act poster
 - ix. Workers compensation poster (English/Spanish)
 - x. Child labor law poster (English/Spanish)
 - xi. Family and medical leave act poster
 - xii. Fire protection and prevention checklist
 - xiii. Log for keeping track of injuries and illnesses

3. Safety coordinator

- A designated person is assigned to handle all safety issues. The person has received a certification of training and is able to identify and correct workplace hazards.

4. Drug free policy

- We have a drug free environment and may require drug testing if we have a reason to believe an employee is not following policy.

5. Safety meetings

- Safety meetings are required for all subcontractors and field employees. Areas of discussion include but are not limited to the following recognition, avoidance and prevention of unsafe conditions. Areas and actions requiring personal protective equipment and the proper use of each item. Meetings are held on a weekly basis to be kept up to date on new equipment, procedures and chemicals used in the work place. To obtain refresher/remedial training in specific areas to meet annual requirements.

Attendance is required to ensure that needed training is received in particular areas such as

- i. Confined space entry
- ii. Fall hazards and fall protection
- iii. Hazard communication
- iv. Lock-out/tag out procedures

- v. Respirator care/use
- vi. Safe handling/use of flammable, poisons or toxins
- vii. Scaffold use and erection/dismantling

6. Safety officer inspections

- Regular unannounced safety inspections are made at least once a month. The following items are looked at but are not intended to be all-inclusive or to deal with the unique hazards that are faced by each employee.
 - i. First aid safety and health equipment
 - ii. Safety posters and signs required by occupational safety and workers compensation laws
 - iii. Accident reporting records
 - iv. Effectiveness of training during workers orientation
 - v. Conditions and use of hand and power equipment and tools
 - vi. Protective guards and devices, including their availability, use and proper maintenance
 - vii. Maintenance of clean work areas free of tripping and slipping hazards
 - viii. Adequate lighting
 - ix. Sanitation: portable water and clean toilets
 - x. Noise hazards and necessary hearing protection
 - xi. Ventilation for gases vapors, fumes and dust
 - xii. Needed personal protective equipment
 - xiii. Fire prevention and control, including the accessibility and condition of fire protective equipment.
 - xiv. Temporary buildings, trailers & sheds
 - xv. Open yard storage
 - xvi. Storage of flammable and combustible liquids, including service and refueling areas for vehicles
 - xvii. Conditions and location of temporary heating devices
 - xviii. Fall protection equipment ensuring proper placement and usage
 - xix. Electrical system and devices
 - xx. Guarding of openings: floors, walls, railings
 - xxi. Moving in of materials: maintenance and condition of material handling equipment and elevators
 - xxii. Ladders: condition and use
 - xxiii. Hazardous chemicals: hazard communication plan and material safety data sheets.
 - xxiv. Excavations and trenches: protective systems
 - xxv. Scaffolds: Safety railings and secured access
 - xxvi. Other items as appropriate

7. Emergency procedures

- An emergency action plan is in forced in order to eliminate or minimize hazards to employees in the event of a fire or other emergencies

This plan includes the following

- i. Location of the plan-copy included
- ii. Minimum plan requirements
- iii. Designation of escape procedures and exit routes
- iv. Procedures for critical plant operations
- v. Account for employees
- vi. Rescue and medical duties
- vii. Emergency reporting
- viii. Alarm systems and notification of emergencies
- ix. Types of evacuation in emergency circumstances
- x. Employee training
- xi. Sources of employees to obtain further information about the plan

8. Maintain current safety standards

- In order to maintain current safety standards set by OSHA our safety coordinators are certified on an annual basis. This enables them to stay current on any changed that have been made on new laws that have been set by OSHA.

See the following independent reports regarding our firm's accident rate and loss history:



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: T F HARPER AND ASSOCIATES LP

Risk ID: 420167253

Rating Effective Date: 02/17/2017

Production Date: 09/20/2016

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.09	26,521	44,242	17,721	0	23,750	25,563	25,563
(A) Wt	(B) Exp Excess Losses (D) (E)	(C) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H) (I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses	
.09	26,521	44,242	17,721	0	23,750	20,153	20,153	

	Primary Losses	Stabilizing Value	Ratable Excess	Totals	
Actual	(I) 20,153	C * (1 - A) + G 47,884	(A) * (F) 0	(J) 68,037	
Expected	(E) 17,721	C * (1 - A) + G 47,884	(A) * (C) 2,387	(K) 67,992	
	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors					(J) / (K) 1.00

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: T F HARPER AND ASSOCIATES LP

Risk ID: 420167253

Rating Effective Date: 02/17/2017

Production Date: 09/20/2016

State: TEXAS

42-TEXAS

Firm ID:

Firm Name: T F HARPER AND ASSOCIATES LP

Carrier: 29939

Policy No. 0001141452

Eff Date: 02/17/2015

Exp Date: 02/17/2016

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5183	1.42	.41	77,769	1,104	453	NO. 4	06	*	4,036	4,036
5200	1.69	.41	19,405	328	134					
5403	2.07	.40	337,706	6,991	2,796					
5606	.32	.40	110,303	353	141					
6219	1.80	.39	17,946	323	126					
6400	2.06	.40	477,231	9,831	3,932					
8742	.09	.37	1,597	1	0					
8809	.06	.35	62,400	37	13					
8810	.06	.39	208,067	125	49					
Policy Total:			1,312,424	Subject Premium:	82,716	Total Act Inc Losses:			4,036	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: T F HARPER AND ASSOCIATES LP

Risk ID: 420167253

Rating Effective Date: 02/17/2017

Production Date: 09/20/2016

State: TEXAS

42-TEXAS

Firm ID: Firm Name: T F HARPER AND ASSOCIATES LP

Carrier: 29939 Policy No. 0001141452 Eff Date: 02/17/2013 Exp Date: 02/17/2014

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5183	1.42	.41	89,295	1,268	520	99R0756566	05	F	5,859	5,859
5190	1.44	.39	7,198	104	41	99R0768804	06	F	333	333
5403	2.07	.40	185,554	3,841	1,536	1000903817	06	F	3,360	3,360
5606	.32	.40	123,833	396	158					
6400	2.06	.40	276,085	5,687	2,275					
8742	.09	.37	120,915	109	40					
8809	.06	.35	62,400	37	13					
8810	.06	.39	218,583	131	51					
Policy Total:			1,083,863	Subject Premium:	51,091	Total Act Inc Losses:		9,552		

42-TEXAS

Firm ID: Firm Name: T F HARPER AND ASSOCIATES LP

Carrier: 29939 Policy No. 0001141452 Eff Date: 02/17/2014 Exp Date: 02/17/2015

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5183	1.42	.41	91,123	1,294	531	6000909204	05	F	3,510	3,510
5200	1.69	.41	14,415	244	100	7000909502	05	F	8,465	8,465
5403	2.07	.40	261,780	5,419	2,168					
5606	.32	.40	46,309	148	59					
6400	2.06	.40	305,081	6,285	2,514					
8742	.09	.37	14,524	13	5					
8809	.06	.35	62,400	37	13					
8810	.06	.39	227,413	136	53					
Policy Total:			1,023,045	Subject Premium:	59,077	Total Act Inc Losses:		11,975		

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

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TF HARPER & ASSOCIATES LP
103 RED BIRD LN
AUSTIN, TX 78745-3122

Loss Run Report

Claims as of: 11/02/2016

Policy Number: 0001141452
Policy Period: 02/17/2012 to 02/17/2013

Claim Number: 99P0000688256 Accident Date: 04/12/2012 Emp. Name: GUEVARA, MARIO COVERED
Claim Status: CLOSED Reported Date: 04/12/2012 Location: -
Class: 5403 Closed Date: 03/28/2013

Part of Body: Finger(s)

Injury Description
SMASHED RT INDEX FINGER; "WHILE MOVING AUGER BIT IT
SMASHED IT BETWEEN STEEL"

Injury Classification
Struck or injured by object being lifted or hand

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$18,697.07	\$0.00	\$18,697.07
Medical	\$6,798.06	\$0.00	\$6,798.06
Other	\$856.01	\$0.00	\$856.01
Totals	\$26,351.14	\$0.00	\$26,351.14

Claim Number: 99P0000691303 Accident Date: 05/04/2012
Claim Status: CLOSED Reported Date: 05/04/2012
Class: 5403 Closed Date: 05/11/2012

Emp. Name: THOMAS, JOHN P. COVERED
Location: -

Part of Body: Abdomen including groin

Injury Description
STRAIN ABDOMEN; "WHILE LIFTING LIMESTONE ROCKS"

Injury Classification
Strain or injury by lifting

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00

Paid To Date = Total paid in benefits and expenses to date
Outstanding Reserves = Total reserved for anticipated additional cost of the claim
Total = Paid To Date + Outstanding Reserves

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TF HARPER & ASSOCIATES LP

Claims as of: 11/02/2016

Policy Number: 0001141452

Policy Period: 02/17/2012 to 02/17/2013

Claim Number: 99P0000710723 Accident Date: 09/19/2012 Emp. Name: GUEVARA, JOSE E. COVERED
 Claim Status: CLOSED Reported Date: 09/19/2012 Location: -
 Class: 6400 Closed Date: 04/18/2013

Part of Body: Toes

Injury Description
 RIGHT FOOT PINKY TOE FRACTURE FROM KICKING A TRAILER AND TRUCK HITCH

Injury Classification
 Caught in, under, or between object handled

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$4,176.96	\$0.00	\$4,176.96
Medical	\$6,177.83	\$0.00	\$6,177.83
Other	\$174.83	\$0.00	\$174.83
Totals	<u>\$10,529.62</u>	<u>\$0.00</u>	<u>\$10,529.62</u>

Claim Number: 99P0000713303 Accident Date: 10/02/2012
 Claim Status: CLOSED Reported Date: 10/02/2012
 Class: 6400 Closed Date: 10/23/2012

Emp. Name: MOLINA, JOSE COVERED
 Location: -

Part of Body: Eye(s)

Injury Description
 EYE. PER DWC-1, WILL DRILLING A HOLE IN POST, THE DRILL HIT BROKE AND HANDLE ON

Injury Classification
 Struck or injured by hand tool or machine in use

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$815.72	\$0.00	\$815.72
Other	\$89.85	\$0.00	\$89.85
Totals	<u>\$905.57</u>	<u>\$0.00</u>	<u>\$905.57</u>

Claim Number: 99P0000714664 Accident Date: 10/16/2012
 Claim Status: CLOSED Reported Date: 10/16/2012
 Class: 5403 Closed Date: 10/19/2012

Emp. Name: REISDORPH, SHELBY R. COVERED
 Location: -

Part of Body: Shoulder(s)

Injury Description
 ABRASION. RT SHOULDER. "CARRYING 20' LONG PICE OF ANGLE IRON ON SHOLDER" PER

Injury Classification
 Cut, puncture, scrape, injured by object being l

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$290.54	\$0.00	\$290.54
Other	\$89.85	\$0.00	\$89.85
Totals	<u>\$380.39</u>	<u>\$0.00</u>	<u>\$380.39</u>

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TF HARPER & ASSOCIATES LP

Claims as of: 11/02/2016

Policy Number: 0001141452

Policy Period: 02/17/2012 to 02/17/2013

Claim Number: 99P0000721368

Accident Date: 12/11/2012

Emp. Name: RHODES, WALTER

COVERED

Claim Status: CLOSED

Reported Date: 12/11/2012

Location: -

Class: 5403

Closed Date: 04/12/2013

Part of Body: Lower back area

Injury Description

STRAIN; LOWER BACK. LOADING AND UNLOADING A TRUCK.

Injury Classification

Strain or injury by miscellaneous

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$3,176.37	\$0.00	\$3,176.37
Medical	\$4,727.03	\$0.00	\$4,727.03
Other	\$184.42	\$0.00	\$184.42
Totals	\$8,087.82	\$0.00	\$8,087.82

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TF HARPER & ASSOCIATES LP

Claims as of: 11/02/2016

Policy Number: 0001141452
Summary for Policy Period: 02/17/2012 to 02/17/2013

Total Open Claims for Period: 0

Total Closed Claims for Period: 6

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$26,050.40	\$0.00	\$26,050.40
Medical	\$18,809.18	\$0.00	\$18,809.18
Other	\$1,394.96	\$0.00	\$1,394.96
Totals	\$46,254.54	\$0.00	\$46,254.54

Total Claims for Period: 6

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$26,050.40	\$0.00	\$26,050.40
Medical	\$18,809.18	\$0.00	\$18,809.18
Other	\$1,394.96	\$0.00	\$1,394.96
Totals	\$46,254.54	\$0.00	\$46,254.54

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TF HARPER & ASSOCIATES LP

Claims as of: 11/02/2016

Policy Number: 0001141452

Policy Period: 02/17/2013 to 02/17/2014

Claim Number: 99R0000756566 Accident Date: 08/29/2013 Emp. Name: THOMAS, JOHN P. COVERED
 Claim Status: CLOSED Reported Date: 08/30/2013 Location: -
 Class: 5403 Closed Date: 10/30/2013

Part of Body: Lower back area

Injury Description
 STRAIN. BACK. "INJURED WHILE SHOVELING DIRT." PER DWC-1.

Injury Classification
 Strain or injury by miscellaneous

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$1,193.34	\$0.00	\$1,193.34
Medical	\$4,666.42	\$0.00	\$4,666.42
Other	\$174.83	\$0.00	\$174.83
Totals	\$6,034.59	\$0.00	\$6,034.59

Claim Number: 99R0000768804 Accident Date: 12/02/2013 Emp. Name: ROMAN, ISIDRO COVERED
 Claim Status: CLOSED Reported Date: 12/02/2013 Location: -
 Class: 6400 Closed Date: 12/04/2013

Part of Body: Lower leg

Injury Description
 TWISTED RT LEG; "STEPPED BACKWARDS INTO 30" DRA HOLE"
 PER DWC1

Injury Classification
 Fall, slip, or trip injury into openings (shafts)

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$333.36	\$0.00	\$333.36
Other	\$89.85	\$0.00	\$89.85
Totals	\$423.21	\$0.00	\$423.21

Claim Number: 1421000903817 Accident Date: 02/10/2014 Emp. Name: ROACH, BRIAN J COVERED
 Claim Status: CLOSED Reported Date: 02/13/2014 Location: -
 Class: 5403 Closed Date: 06/23/2014

Part of Body: Multiple upper extremities

Injury Description
 JOINT ISSUES RIGHT ELBOW AND SHOULDER; "HAMMERING AND
 PUTTING PRESSURE ON A PLYWOOD PANEL TO SECUR

Injury Classification
 Strain or injury by miscellaneous

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$3,359.76	\$0.00	\$3,359.76
Other	\$480.30	\$0.00	\$480.30
Totals	\$3,840.06	\$0.00	\$3,840.06

TF HARPER & ASSOCIATES LP

Claims as of: 11/02/2016

Policy Number: 0001141452
Summary for Policy Period: 02/17/2013 to 02/17/2014

Total Open Claims for Period: 0

Total Closed Claims for Period: 3

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$1,193.34	\$0.00	\$1,193.34
Medical	\$8,359.54	\$0.00	\$8,359.54
Other	\$744.98	\$0.00	\$744.98
Totals	\$10,297.86	\$0.00	\$10,297.86

Total Claims for Period: 3

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$1,193.34	\$0.00	\$1,193.34
Medical	\$8,359.54	\$0.00	\$8,359.54
Other	\$744.98	\$0.00	\$744.98
Totals	\$10,297.86	\$0.00	\$10,297.86

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TF HARPER & ASSOCIATES LP

Claims as of: 11/02/2016

Policy Number: 0001141452
Policy Period: 02/17/2014 to 02/17/2015

Claim Number: 1427000909502 Accident Date: 03/02/2014 Emp. Name: MOLINA, JOSE L COVERED
Claim Status: CLOSED Reported Date: 04/01/2014 Location: -
Class: 6400 Closed Date: 08/03/2014

Part of Body: Abdomen including groin

Injury Description

He was picking up canopy material and felt something in his stomach area.
Feeling pain and knots b

Injury Classification

Strain or injury by lifting

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$3,454.56	\$0.00	\$3,454.56
Medical	\$5,009.75	\$0.00	\$5,009.75
Other	\$174.83	\$0.00	\$174.83
Totals	\$8,639.14	\$0.00	\$8,639.14

Claim Number: 1426000909204 Accident Date: 03/26/2014 Emp. Name: ROMAN, ISIDRO COVERED
Claim Status: CLOSED Reported Date: 03/27/2014 Location: -
Class: 6400 Closed Date: 06/02/2014

Part of Body: Elbow

Injury Description

WHILE USING CHIPPING HAMMER, THE DRILL BIT GOT STUCK AND
WHEN BREAKING IT LOOSE, HE HIT HIS RIGHT

Injury Classification

Striking against or stepping on stationary objec

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$1,503.80	\$0.00	\$1,503.80
Medical	\$2,005.60	\$0.00	\$2,005.60
Other	\$191.06	\$0.00	\$191.06
Totals	\$3,700.46	\$0.00	\$3,700.46

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TF HARPER & ASSOCIATES LP

Claims as of: 11/02/2016

Policy Number: 0001141452
Summary for Policy Period: 02/17/2014 to 02/17/2015

Total Open Claims for Period: 0

Total Closed Claims for Period: 2

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Totals	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$4,958.36	\$0.00	\$4,958.36
Medical	\$7,015.35	\$0.00	\$7,015.35
Other	\$365.89	\$0.00	\$365.89
Totals	<u>\$12,339.60</u>	<u>\$0.00</u>	<u>\$12,339.60</u>

Total Claims for Period: 2

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$4,958.36	\$0.00	\$4,958.36
Medical	\$7,015.35	\$0.00	\$7,015.35
Other	\$365.89	\$0.00	\$365.89
Totals	<u>\$12,339.60</u>	<u>\$0.00</u>	<u>\$12,339.60</u>

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TF HARPER & ASSOCIATES LP

Policy Number: 0001141452
Policy Period: 02/17/2015 to 02/17/2016

Claims as of: 11/02/2016

Claim Number: 1424000954229 **Accident Date:** 02/18/2015 **Emp. Name:** AGUILAR, JOSE **COVERED**
Claim Status: CLOSED **Reported Date:** 02/18/2015 **Location:** -
Class: 6400 **Closed Date:** 02/24/2015

Part of Body: Multiple body parts

Injury Description

6 EMPLOYEES CARRYING LARGE COLUMN TO WORKSITE ACROSS UNEVEN GROUND. EMPLOYEE TWISTED BACK.

Injury Classification

Strain or injury by holding or carrying

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$742.79	\$0.00	\$742.79
Other	\$94.81	\$0.00	\$94.81
Totals	\$837.60	\$0.00	\$837.60

Claim Number: 1422000954497 **Accident Date:** 02/20/2015 **Emp. Name:** VARELA, JOSE **COVERED**
Claim Status: CLOSED **Reported Date:** 02/20/2015 **Location:** -
Class: 5403 **Closed Date:** 02/24/2015

Part of Body: Thumb

Injury Description

LACERATION. THUMB. "PUT THUMB OVER NOZZEL OF HIGH PRESSURE NOZZEL." PER DWC-1.

Injury Classification

Cut, puncture, scrape, injured by miscellaneous

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00

Claim Number: 1423000962895 **Accident Date:** 04/28/2015 **Emp. Name:** FUENTES, HECTOR **COVERED**
Claim Status: CLOSED **Reported Date:** 04/28/2015 **Location:** -
Class: 5403 **Closed Date:** 05/12/2015

Part of Body: Hand

Injury Description

CUTTING SILICONE OFF A SIGN, KNIFE SLIPPED CUTTING HAND

Injury Classification

Cut, puncture, scrape, injured by hand tool, ute

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$643.85	\$0.00	\$643.85
Other	\$99.19	\$0.00	\$99.19
Totals	\$743.04	\$0.00	\$743.04

TF HARPER & ASSOCIATES LP

Claims as of: 11/02/2016

Policy Number: 0001141452

Policy Period: 02/17/2015 to 02/17/2016

Claim Number: 1422000978293 Accident Date: 08/11/2015 Emp. Name: RIFFE, MARC W COVERED
 Claim Status: CLOSED Reported Date: 08/11/2015 Location: -
 Class: 5183 Closed Date: 09/30/2015

Part of Body: Lower back area

Injury Description

LOWER BACK STRAIN. DIGGING DITCHES WITH PICK.

Injury Classification

Strain or injury by using tool or machinery

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$1,878.73	\$0.00	\$1,878.73
Other	\$110.35	\$0.00	\$110.35
Totals	\$1,989.08	\$0.00	\$1,989.08

Claim Number: 1423000978294 Accident Date: 08/11/2015 Emp. Name: YOUNG, JAMES E COVERED
 Claim Status: CLOSED Reported Date: 08/12/2015 Location: -
 Class: 5403 Closed Date: 08/25/2015

Part of Body: Lower back area

Injury Description

EMPLOYEE WAS PICKING UP TRANSFORMER TO MOVE ON FIELD AND INJURED BACK.

Injury Classification

Strain or injury by miscellaneous

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$770.40	\$0.00	\$770.40
Other	\$97.00	\$0.00	\$97.00
Totals	\$867.40	\$0.00	\$867.40

TF HARPER & ASSOCIATES LP

Claims as of: 11/02/2016

Policy Number: 0001141452
Summary for Policy Period: 02/17/2015 to 02/17/2016

Total Open Claims for Period: 0

Total Closed Claims for Period: 5

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Totals	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$4,035.77	\$0.00	\$4,035.77
Other	\$401.35	\$0.00	\$401.35
Totals	<u>\$4,437.12</u>	<u>\$0.00</u>	<u>\$4,437.12</u>

Total Claims for Period: 5

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$4,035.77	\$0.00	\$4,035.77
Other	\$401.35	\$0.00	\$401.35
Totals	<u>\$4,437.12</u>	<u>\$0.00</u>	<u>\$4,437.12</u>

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TF HARPER & ASSOCIATES LP

Claims as of: 11/02/2016

Policy Number: 0001141452

Policy Period: 02/17/2016 to 02/17/2017

Claim Number: 1425001003811 **Accident Date:** 02/24/2016 **Emp. Name:** ROMAN, ISIDRO **COVERED**
Claim Status: CLOSED **Reported Date:** 02/25/2016 **Location:** -
Class: 5213 **Closed Date:** 03/11/2016

Part of Body: Multiple upper extremities

Injury Description

FINISHING CONCRETE WITH A SPONGE, SAND & GROUT CAUSED ABRASIONS.

Injury Classification

Contact with not otherwise classified

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$643.64	\$0.00	\$643.64
Other	\$100.48	\$0.00	\$100.48
Totals	<u>\$744.12</u>	<u>\$0.00</u>	<u>\$744.12</u>

Claim Number: 1422001014950 **Accident Date:** 05/20/2016 **Emp. Name:** ROMAN, ISIDRO **COVERED**
Claim Status: CLOSED **Reported Date:** 05/23/2016 **Location:** -
Class: 6400 **Closed Date:** 06/01/2016

Part of Body: Unclassified - insufficient info to properly

Injury Description

ALLERGIC- POISON IVY. ALL OVER BODY. "ISIDRO WAS DOING YARD CLEAN UP & MATERIAL CHECK IN/ORGANIZIN

Injury Classification

Absorption, ingestion, or inhalation, miscellane

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$968.36	\$0.00	\$968.36
Other	\$94.56	\$0.00	\$94.56
Totals	<u>\$1,062.92</u>	<u>\$0.00</u>	<u>\$1,062.92</u>

Claim Number: 1420001016766 **Accident Date:** 06/03/2016 **Emp. Name:** MOLINA, JOSE L **COVERED**
Claim Status: CLOSED **Reported Date:** 06/06/2016 **Location:** -
Class: 6400 **Closed Date:** 06/13/2016

Part of Body: Lower back area

Injury Description

Mr. Molina was unloading base materials at jobsite and injured his low back.

Injury Classification

Miscellaneous - other

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$785.59	\$0.00	\$785.59
Other	\$95.79	\$0.00	\$95.79
Totals	<u>\$881.38</u>	<u>\$0.00</u>	<u>\$881.38</u>

TF HARPER & ASSOCIATES LP

Claims as of: 11/02/2016

Policy Number: 0001141452

Policy Period: 02/17/2016 to 02/17/2017

Claim Number: 1420001025109 **Accident Date:** 07/27/2016 **Emp. Name:** ROMAN, ISIDRO **COVERED**
Claim Status: OPEN **Reported Date:** 08/02/2016 **Location:** -
Class: 5183 **Closed Date:**

Part of Body: Multiple lower appendages

Injury Description

Mr. Roman was moving some materials as they were in stalling a playground. He was walking backward

Injury Classification

Fall, slip, or trip injury into openings (shafts)

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$6,507.54	\$11,013.46	\$17,521.00
Medical	\$1,427.31	\$9,672.69	\$11,100.00
Other	\$463.62	\$865.38	\$1,329.00
Totals	<u>\$8,398.47</u>	<u>\$21,551.53</u>	<u>\$29,950.00</u>

Claim Number: 1420001032048 **Accident Date:** 09/12/2016 **Emp. Name:** GUEVARA, MARIO A **COVERED**
Claim Status: CLOSED **Reported Date:** 09/19/2016 **Location:** -
Class: 5200 **Closed Date:** 09/30/2016

Part of Body: Knee

Injury Description

Mr. Guevara was kneeling down installing playground equipment and struck his right knee on a rock.

Injury Classification

Striking against or stepping on miscellaneous

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$753.62	\$0.00	\$753.62
Other	\$1.02	\$0.00	\$1.02
Totals	<u>\$754.64</u>	<u>\$0.00</u>	<u>\$754.64</u>

Claim Number: 1427001034656 **Accident Date:** 10/04/2016 **Emp. Name:** HADDOCK, TRAVIS **COVERED**
Claim Status: OPEN **Reported Date:** 10/06/2016 **Location:** -
Class: 5183 **Closed Date:**

Part of Body: Upper arm

Injury Description

Travis was hauling 2100lbs of rebar by himself when he was dragging the steel which caused his rig

Injury Classification

Strain or injury by pushing or pulling

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$712.35	\$1,387.65	\$2,100.00
Other	\$96.98	\$303.02	\$400.00
Totals	<u>\$809.33</u>	<u>\$1,690.67</u>	<u>\$2,500.00</u>

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TF HARPER & ASSOCIATES LP

Claims as of: 11/02/2016

Policy Number: 0001141452

Policy Period: 02/17/2016 to 02/17/2017

Claim Number: 1428001037348

Accident Date: 10/19/2016

Emp. Name: REYES, MELBIN Y

COVERED

Claim Status: CLOSED

Reported Date: 10/19/2016

Location: -

Class: 5437

Closed Date: 10/31/2016

Part of Body: Eye(s)

Injury Description

STRAINING LINE BROKE AND SLAPPED IN THE EYE.

Injury Classification

Struck or injured, miscellaneous (includes kicke

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00

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TF HARPER & ASSOCIATES LP

Claims as of: 11/02/2016

Policy Number: 0001141452
Summary for Policy Period: 02/17/2016 to 02/17/2017

Total Open Claims for Period: 2

Total Closed Claims for Period: 5

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$6,507.54	\$11,013.46	\$17,521.00
Medical	\$2,139.66	\$11,060.34	\$13,200.00
Other	\$560.60	\$1,168.40	\$1,729.00
Totals	<u>\$9,207.80</u>	<u>\$23,242.20</u>	<u>\$32,450.00</u>

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$0.00	\$0.00	\$0.00
Medical	\$3,151.21	\$0.00	\$3,151.21
Other	\$291.85	\$0.00	\$291.85
Totals	<u>\$3,443.06</u>	<u>\$0.00</u>	<u>\$3,443.06</u>

Total Claims for Period: 7

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$6,507.54	\$11,013.46	\$17,521.00
Medical	\$5,290.87	\$11,060.34	\$16,351.21
Other	\$852.45	\$1,168.40	\$2,020.85
Totals	<u>\$12,650.86</u>	<u>\$23,242.20</u>	<u>\$35,893.06</u>

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TF HARPER & ASSOCIATES LP

Summary for Policies

0001141452 02/17/2012 to 02/17/2013
 0001141452 02/17/2013 to 02/17/2014
 0001141452 02/17/2014 to 02/17/2015
 0001141452 02/17/2015 to 02/17/2016
 0001141452 02/17/2016 to 02/17/2017

Claims as of: 11/02/2016

Total Open Claims: 2

Total Closed Claims: 21

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$6,507.54	\$11,013.46	\$17,521.00
Medical	\$2,139.66	\$11,060.34	\$13,200.00
Other	\$560.60	\$1,168.40	\$1,729.00
Totals	\$9,207.80	\$23,242.20	\$32,450.00

	Paid To Date	Outstanding Reserves	Total
Indemnity	\$32,202.10	\$0.00	\$32,202.10
Medical	\$41,371.05	\$0.00	\$41,371.05
Other	\$3,199.03	\$0.00	\$3,199.03
Totals	\$76,772.18	\$0.00	\$76,772.18

Loss Summary for All Policy Periods

Effective Date	# Claims	Indemnity Paid	Medical Paid	Other Paid	Total Paid	Recovery	Outstanding Reserves	Total
02/17/2012	6	\$26,050.40	\$18,809.18	\$1,394.96	\$46,254.54	\$0.00	\$0.00	\$46,254.54
02/17/2013	3	\$1,193.34	\$8,359.54	\$744.98	\$10,297.86	\$0.00	\$0.00	\$10,297.86
02/17/2014	2	\$4,958.36	\$7,015.35	\$365.89	\$12,339.60	\$0.00	\$0.00	\$12,339.60
02/17/2015	5	\$0.00	\$4,035.77	\$401.35	\$4,437.12	\$0.00	\$0.00	\$4,437.12
02/17/2016	7	\$6,507.54	\$5,290.87	\$852.45	\$12,650.86	\$0.00	\$23,242.20	\$35,893.06
Totals	23	\$38,709.64	\$43,510.71	\$3,759.63	\$85,979.98	\$0.00	\$23,242.20	\$109,222.18

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 Visit our safety resource center at www.texasmutual.com.

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City Council Meeting
April 13, 2017
Agenda Item Transmittal

Agenda Item #: 10
Agenda Title: Continue discussion regarding suppression systems under the International Fire Codes.

Council Action to be taken: Receive recap of previous discussions and presentations on current regulations pertaining to suppression system requirements.

Initiating Department: Fire Department

Staff Contact: Pat Ekiss, Fire Chief

1. INTRODUCTION/PURPOSE

The Fire Chief and Fire Marshal will present a brief summary of our current fire suppression system regulations, as they compare to other cities in the surrounding and central Texas area.

2. DESCRIPTION/ JUSTIFICATION

Council has requested additional discussion pertaining to our current position on the Fire Codes or specifically, Fire Suppression Systems and how those regulations compare to sister cities. During this time the fire department will present a comparison of recent construction or improvements to buildings and how those building would then compare to the codes adopted in other cities in our immediate area.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

This is offered as an update only and will not involve time sensitive matters.

5. RECOMMENDATION

This is an update only and therefore no action is required.

6. REFERENCE FILES

10a. [Power Point presentation](#)

FIRE PROTECTION SYSTEMS



CITIES WITHIN WILLIAMSON COUNTY



City

Requirement

Taylor

Buildings Over 6,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area over 6,000 sq. ft. For the purpose of this provision, fire walls shall not define separate buildings.

Round Rock

A1, 3, 4 & F1An automatic sprinkler system shall be provided throughout all buildings that exceed 5,000 sq. ft.
M- occupancy 10,000 sq. ft.

Georgetown

A1, 3, 4 & F1An automatic sprinkler system shall be provided throughout all buildings that exceed 5,000 sq. ft.
M- occupancy 10,000 sq. ft.

Leander

Installed in any commercial building that is 6,000 square feet or greater or that is less than 6,000 square feet and is required by the International Fire Code or International Building Code to install a fire sprinkler system due the to occupancy of the building.

Cedar Park

Approved automatic fire sprinkler systems shall be installed in all new occupancies, buildings, and structures that exceed 6,000 square feet. Where provisions are more restrictive, those provisions shall apply. Firewalls shall not be used as an exemption to these requirements.

Hutto

Adopted ICC codes with no amendments pertaining to fire protection systems in nonresidential commercial occupancies



Advantages:

- ❖ Human life and property conservation
- ❖ Safe and easy to use
- ❖ Insurance savings
- ❖ Resale value
- ❖ Nationally recognized standard
- ❖ Liability avoidance
- ❖ Income tax deductions
- ❖ Continuous business operations and reduced damages
(48% less loss) National Fire Sprinkler Association
- ❖ Fire department resources

Disadvantages:

- ❖ Initial installation costs

GROWTH HINDRANCE



To our knowledge, the adoption of the current codes, specifically fire suppression systems, have not hindered any business from developing within the City of Taylor.

TAYLOR VS. OUR NEIGHBORS



- At Council's request, we continued to compare The City of Taylor and its requirements to other cities or departments in Williamson County. For this comparison we used a couple of recent developments that have garnered quite a bit of discussion.

COMPARISON SNAPSHOT

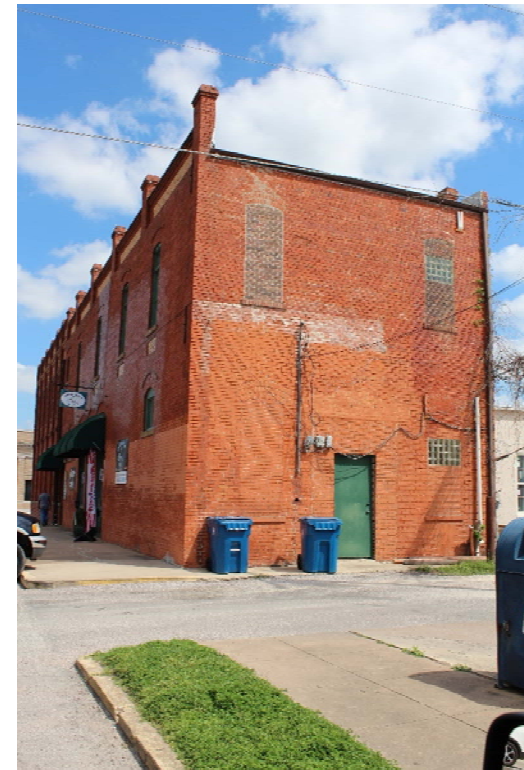


- **Taylor Iron:** Cedar Park would have required all of Taylor Iron to be protected by a fire suppression system. Cedar Park amendments read as follows; "Any building addition that brings the total building over 6000 sq. ft. would require the whole building to be equipped." Leander would have required the addition of a suppression system as would Georgetown and Round Rock.
- **Advance Auto:** Cedar Park and Leander, both would have also required this business (mercantile) to be protected by a fire suppression system. Georgetown, Round Rock nor Hutto requires a fire suppression system for this approx. 7000 sq. ft. mercantile occupancy.
- **Anytime Fitness:** Leander, Cedar Park, Georgetown and Round Rock would have all required a fire suppression system as well. Hutto would not have required this to be equipped.

ELGIN, TEXAS



Non protected Multi use structure



Less than 6000 sq. ft.

ELGIN, TEXAS CONT.



Unprotected Strip Center



State funded Educational Facility



Retail Occupant

MANOR, TEXAS



5000 sq. ft. Retail, 3 freestanding units



MANOR, TEXAS CONT.

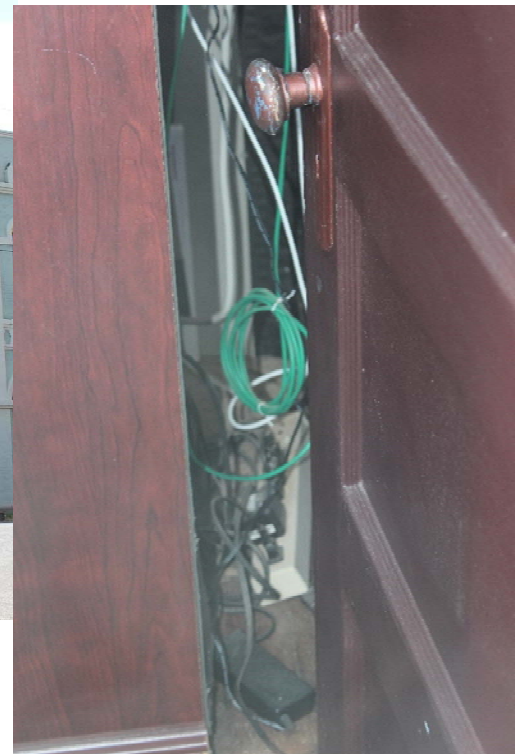


BASTROP, TEXAS



Roughly 10,000 sq. ft. Mixed Use

BASTROP, TEXAS CONT.



BASTROP, TEXAS CONT.



THE FIRE CHIEF'S MESSAGE



NFPA – 14 firefighters on the ground within the first 6 mins
Taylor – 6 on duty at all times plus 2 Chief Officers
Hutto – Automatic Aid, typical response 11-12 minutes with 2 or 3
Balance is 11 short 3 personnel and outside recognized standards

Mutual Aid – filled by Round Rock, Georgetown, Pflugerville

Typical response for single family residential fire is 3 and 1 plus 1 or 17
personnel

Average work cycle is 14-16 minutes “on air”. A rotation must be established
quickly by using automatic and mutual aid companies

A sprinkler system gives firefighters a fighting chance by holding the fire in
check until suppression efforts are begun



<https://www.bing.com/videos/search?q=sprinkler+demonstration&&view=detail&mid=5380525E331658C9E0C35380525E331658C9E0C3&rvsmid=D6E8904067F104E88D9FD6E8904067F104E88D9F&fsscr=0&FORM=VDFS>
RV

THANK YOU



- Questions?





City Council Meeting April 13, 2017 Agenda Item Transmittal

Agenda Item #: 11
Agenda Title: Update on City and Community Cleanup Efforts
Council Action to be taken: Receive update
Initiating Department: Development Services Department
Staff Contact: Ashley Lumpkin, Development Services Director

1. INTRODUCTION/PURPOSE

The 4th Taylor Community Cleanup will take place on April 22 off North Lynn near the recently renovated Bull Branch Trail. A project overview and scope of work proposal will be presented.

2. DESCRIPTION/ JUSTIFICATION

Since 2015, our Community Cleanup events have been held in conjunction with the City-Wide cleanup each spring and fall and have been huge successes. With help from partner organizations throughout the City, we have been able to focus on proactive approaches to code enforcement with enhanced focus on beautification efforts in the community.

The event will commence at 8 a.m. in the park at the end of Otis Street. Staff is asking volunteers to park in the trail parking lot on the north side of Lynn Street, at the Murphy Park pool, or at Memorial Baptist Church. Each of the parking locations are adjacent to the trail and only require a short walk to the Otis Street site.

Staff has once again included a tire amnesty program for residents to dispose of used or unwanted tires at no cost. Both Code Enforcement officers will be assisting the clean-up efforts and discuss common code violations and ways to prevent them. Currently, Code Enforcement has sent letters to the property owners in the clean-up area and additional enforcement will occur as a follow-up to the clean-up event.

Both the neighborhood clean-up event and the city-wide clean-up event have been posted on social media and the website. Letters to each property owner in the neighborhood clean-up area have also been sent. Staff will continue to make contact with the area residents encouraging participation.

Past cleanup events have brought in volunteer numbers totaling over 100 and we are expected to meet or exceed that number this time around. During the October 2016 cleanup, more than 9 tons of debris and 115 tires were removed.

The city-wide clean up event will also be held on April 22, 2017 from 8 a.m. to 3 p.m. with drop-off areas located along Welch Street and at 1424 North Main. The event is for residents and residents should bring a utility bill as proof of residency.

3. FINANCIAL/BUDGET

With the assistance of volunteers and in-kind sponsorships, cost to the City are low. Anticipated project costs are under \$2,500.

4. TIMELINE CONSIDERATIONS

The neighborhood event will take place on April 22 from 8 a.m. until 12 p.m. in the North Lynn Street area. The city-wide clean up event will occur on April 22 from 8 a.m. to 3 p.m. at the Welch Street site and at 1424 North Main.

5. RECOMMENDATION

Receive report.

6. REFERENCE FILES

11a. Taylor Community Cleanup presentation



***City Council Meeting
April 13, 2017
Agenda Item Transmittal***

Agenda Item #: 12

Agenda Title: Consider proposed future agenda topics and any items for future discussion.

Council Action to be taken: Discuss possible future agenda items.

Initiating Department: City Council

Staff Contact: Mayor

1. INTRODUCTION/PURPOSE

Under this item, staff will be receiving input regarding future agenda items from you. This agenda item will be added as a routine matter on each of your upcoming agendas and will not be an action item unless specific items are listed for consideration. Staff will also be bringing potential agenda items before you at this time.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

12a. [Continuous list of items](#)

Topics still to be addressed:

Ancira:

- Investigate possibility of Public Financing Methods (PID) (Budget discussion)
- Update on Retail Study done by Retail Coach in 2012/2013 (April 27)
- Building Code review

Garcia:

- Evaluate needs of Boy Scout Troop facility (gathering info)
- Discuss masonry standards
- Discuss and review Landscape Code

Gonzales:

- Conduct a city facilities assessment as part of the CIP (Budget discussion)
- Cemetery streets (Include in CIP)
- Review staffing needs after January (Budget discussion)
- Review existing ordinance and code as it relates to fire suppression issues (April 13)
- Reduction in TUF for seniors (Budget discussion)

Lopez:

- Update on downtown parking (May agenda)
- Update on West End School (April/May agenda)

Rydell:

- Develop historic preservation ordinances (Post Growth Summit results)
- Survey other cities regarding development fees (May)
- Ordinance related to off street parking of vehicles (Post Growth Summit results)



***City Council Meeting
April 13, 2017
Agenda Item Transmittal***

Agenda Item #: 13
Agenda Title: Executive Session.
Council Action to be taken: Consult with City Attorney
Initiating Department: City Administration
Staff Contact: Isaac Turner, 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

13a. [Executive Session form](#)

**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 April 13, 2017 and has posted an Official Agenda indicating the possible need for an Executive Session. The Council will now adjourn into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section:

- | | | |
|--|---------|--|
| ☒ | 551.071 | To consult with its attorney regarding a matter in which the duty of the attorney to the City conflicts with the Open Meetings Act. |
| ☐ | 551.072 | To conduct deliberations regarding the purchase, exchange, lease, or value of real property. |
| ☐ | 551.074 | Regarding personnel matters |
| ☐ | 551.087 | Regarding economic development negotiations and considering financial or other incentives to a business prospect that the City seeks to have locate in or near the City of Taylor. |

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

As Mayor of the City of Taylor, I 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 _____.

Mayor