

AGENDA

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

APRIL 12, 2012, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

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

1. Minutes for March 22, and March 29, 2012. (Susan Brock)
2. Consider accepting Semi-Annual Comprehensive Plan Implementation Committee Report. (John Elsdén)

PROCLAMATION

3. Proclamation: Recognizing April as Fair Housing Month. (Mayor)

PUBLIC HEARINGS/ORDINANCES

4. Conduct Public hearing and consider introducing Ordinance 2012-11 regarding a request to rezone Lots 1, 2, 13 and 14 in the John O. Baker Subdivision from MH (Manufactured Housing) to BP-2 (Business Park 2). (John Elsdén)
5. Consider introducing Ordinance 2012-13 to open the thirty day comment period regarding the renaming of CR 400 to Palomino Trail within the City of Taylor and to set a Public Hearing date of May 24, 2012. (John Elsdén)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

6. Update from Taylor Conservation and Heritage Society regarding Old City Hall.
7. Consider amending Personnel Policy Section 3.11 Official Work Period for Fire Department. (Starla Hall)
8. Review and consider initiation of annexation for properties in the vicinity of US Highway 79 and CR 101 adjacent to the City limits. (John Elsdén)
9. Consider approving a contract with SpawGlass Contractors, Inc. for services as Construction Manager Agent for construction of the City of Taylor recreation center. (Casey Sledge)

EXECUTIVE SESSION

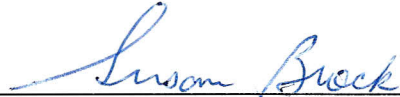
10. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, in accordance with the authority contained in Section 551.072 in order to deliberate regarding acquisition of real property.
11. Consider any action from Executive Session.

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act. I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on April 9, 2012 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Daily Press.

In compliance with the ADA the City Hall and Council Chambers are 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, City Clerk

Date





***City Council Meeting
April 12, 2012
Agenda Item Transmittal***

Agenda Item #: 1
Agenda Title: Minutes for March 22 and March 29, 2012.
Council Action: Motion to approve or approve with corrections
Initiating Department: City Management/City Clerk
Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

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

2. DESCRIPTION/ JUSTIFICATION

N/A

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. REFERENCE FILES

- 1a. [Minutes, March 22, 2012.](#)
- 1b. [Minutes, March 29, 2012.](#)

The City Council of the City of Taylor met on March 22, 2012, at City Hall, 400 Porter St., Taylor, Texas. Mayor Donald Hill declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Mayor Pro Tem, Chris Gonzales
Council Member Jesse Ancira
Council Member John McDonald
Council Member Chris Osborn

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

INVOCATION

Mr. Straub led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

The following citizens came forward to address agenda item Number 6 regarding an amendment to the Animal Ordinance: Marty Ruble, 10 Sandy Lane; Alan Farr, 805 Kirk; and Glen Flint of 1400 Sherry Drive.

CONSENT AGENDA

1. MINUTES MARCH 8, 2012.
2. APPROVE ORDINANCE 2012-09 REGARDING A RATE INCREASE FOR THE MUNICIPAL DRAINAGE UTILITY SYSTEM.

ORDINANCE 2012-09

AN ORDINANCE AMENDING THE FEES, RATES AND CHARGES FOR DRAINAGE UTILITY SERVICES COLLECTED BY THE CITY; AMENDING ORDINANCE 2010- 36 ESTABLISHING THE FEES, RATES, AND CHARGES COLLECTED FOR DRAINAGE UTILITY SERVICES FOR THE MUNICIPAL DRAINAGE UTILITY SYSTEM ESTABLISHED BY ORDINANCE 2009-36; AMENDING ORDINANCE 2010-36 BY INCREASING EACH EQUIVALENT RESIDENTIAL UNIT OR ERU AS DEFINED IN 2009-36 FROM \$1.00 TO \$2.00; AND PROVIDING A SAVINGS CLAUSE.

3. APPROVE ORDINANCE 2012-06 AMENDING THE FEE ORDINANCE REGARDING GARBAGE RATES, FIRST RESPONDER FEES, AND IMPACT FEES.

ORDINANCE 2012-06

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING ORDINANCE NO. 2011-28 ADOPTED ON SEPTEMBER 22, 2011, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012; BY AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND AS WELL AS OTHER FUNDS THAT PROVIDE FOR THE PAYMENT OF OPERATING EXPENSES AND CAPITAL OUTLAY AND BY CHANGING THE AMOUNT APPROPRIATED FOR VARIOUS DEPARTMENTS OF THE CITY.

4. CONCUR WITH PRELIMINARY FINANCIALS FOR FEBRUARY, 2012.

Council Member Ancira requested that item Number 3 be moved to the Regular Agenda for further discussion. Mayor Pro Tem Gonzales moved to approve the consent agenda items 1, 2, and 4 as presented and Council Member McDonald seconded the motion. VOTE: Five voted AYE. Motion passed.

Mayor Hill opened item number 3 for further discussion.

3. APPROVE ORDINANCE 2012-06 AMENDING THE FEE ORDINANCE REGARDING GARBAGE RATES, FIRST RESPONDER FEES, AND IMPACT FEES.

Council Member Ancira stated his concerns about increasing any fees or rates at this time, particularly on the garbage services. Staff provided information regarding the history of rate increase requests made by IESI since their initial contract was awarded in 2002. After further discussion, Mayor Pro Tem Gonzales moved to approve item number 3 as presented and Council Member McDonald seconded the motion. VOTE: Three voted AYE; Two voted NO (Council Members Ancira and Osborn).

PROCLAMATION

5. PROCLAMATION: RECOGNIZING APRIL AS AUTISM AWARENESS MONTH.
Mayor Pro Tem Gonzales presented a proclamation to Ms. Amy Sutton recognizing the “Light It Up Blue” autism awareness campaign in April.

ORDINANCES

6. DISCUSS AND CONSIDER APPROVING ORDINANCE 2012-07 AMENDING THE ANIMAL ORDINANCE REGARDING THE DEFINITION OF SLAUGHTER.

Mr. Straub responded to the concerns presented by citizens earlier in the meeting and, citing their willingness to work with other citizens and staff regarding any offensive activities, presented a recommendation to Council that the ordinance not be amended at this time. Council Member Osborn moved to pass on this item and not introduce it and Council Member Ancira seconded the motion. VOTE: Five voted AYE. Motion passed.

7. CONSIDER INTRODUCING ORDINANCE 2012-12 TO OPEN THE THIRTY DAY COMMENT PERIOD REGARDING THE NAMING AND RENAMING OF CERTAIN STREETS WITHIN THE CITY OF TAYLOR, AND SETTING A PUBLIC HEARING DATE.

Mr. Bob vanTil, Director of Planning and Development, presented a request to begin a thirty day comment period for naming streets within the city limits. This request focuses on three streets located directly behind the Davita Dialysis Center at 3100 W. 2nd Street. Names proposed by the property owner include Taxiway Avenue, Wing Street, and Runway Avenue. Any future development on these properties requires a

street name and address. Staff recommended setting the public hearing date at the regular council meeting of April 26, 2012.

Hearing no further discussion Mr. Hejl introduced the ordinance as presented.

ORDINANCE NO. 2012-12

AN ORDINANCE PROVIDING FOR THE NAMING OF CERTAIN UNNAMED STREETS IN THE JOHN O. BAKER SUBDIVISION; PROVIDING FOR A PUBLIC HEARING; PROVIDING A REPEALING CLAUSE; AND PROVIDING A SEVERABILITY CLAUSE.

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

8. CONSIDER ACCEPTING ANNUAL RACIAL PROFILING REPORT FOR 2011 FROM THE TAYLOR POLICE DEPARTMENT.

Chief Daniel Ramsey presented an overview of the annual Racial Profiling Report for 2011. In his report he also included the police department policy and provided details on how the information is interpreted. Chief Ramsey reported that new body cameras are now in use that should add to the accuracy of reporting any future encounters with citizens.

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

9. CONSIDER AMENDING LIBRARY MEETING ROOM POLICY.

Ms. Karen Ellis, Library Director, presented a request to consider a change in the library policy regarding specific activities allowed in the meeting room. She reported that in response to a request from a citizen the Library Board had agreed to amend the policy to allow local non profit organizations to use the facility for fund raising activities. Council Member Ancira asked for a more detailed description of how a non profit is defined and what specific activities would qualify under this new policy.

Council Member Osborn moved to pass on this item and bring back a more descriptive definition regarding non profit designations and Council Member McDonald seconded the motion. VOTE: Five voted AYE. Motion passed.

10. CONSIDER APPROVING RESOLUTION R12-10 CANCELLING THE DISTRICT 2 COUNCIL MEMBER ELECTION ON MAY 12, 2012 AND DECLARING CHRISTOPHER GONZALES, SR. ELECTED TO OFFICE.

Ms. Brock presented a request to approve a resolution that would cancel the District 2 election and declare Christopher Gonzales, Sr. re-elected. She also requested Council set a special meeting after the election to conduct the swearing in ceremonies as well as elect a Mayor and Mayor Pro Tem. Council Member Gonzales expressed his appreciation to the citizens, staff, and his family for their continued support and welcomed the opportunity to continue to serve as the District 2 representative.

Without further discussion or comment Mayor Pro Tem Gonzales moved to approve

Resolution R12-10 as presented and set a special meeting for May 17 to conduct post election activities. Council Member Osborn seconded the motion. VOTE: Five voted AYE. Motion passed.

11. CONSIDER APPROVING AN AGREEMENT WITH SWAGIT PRODUCTIONS, LLC FOR VIDEO STREAMING SERVICES.

Mr. Straub presented a request to consider entering into a contract with a firm to provide video of city council meetings and make those videos available on the city website. The basic contract allows up to thirty meetings with the ability to add additional meetings for a fee.

Council Member Osborn moved to approve the agreement for thirty meetings a year as presented and Council Member McDonald seconded the motion. VOTE: Five voted AYE. Motion passed.

ADJOURN

With no further business; Mayor Hill adjourned the meeting at 7:20 p.m.

Don Hill, Mayor

ATTEST:

Susan Brock, City Clerk

The City Council of the City of Taylor met on March 29, 2012, at City Hall, 400 Porter St., Taylor, Texas. Mayor Donald Hill declared a quorum and called the special meeting to order at 6:00 p.m. with the following present:

Mayor Pro Tem, Chris Gonzales
Council Member Jesse Ancira
Council Member John McDonald
Council Member Chris Osborn

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

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

1. CONSIDERATION AND ACTION WITH RESPECT TO APPROVING A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF TAYLOR ECONOMIC DEVELOPMENT CORPORATION SALES TAX REVENUE BONDS, SERIES 2012; PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THIS SUBJECT.

Mr. Dunaway presented background information on a resolution approved by the TEDC Board of Directors regarding the issuance of debt to fund certain costs related to infrastructure for the rehabilitation of 2nd Street. A resolution by the city is required to approve their issuance of debt backed by city sales tax revenues. Mr. Jason Ford, President of the TEDC responded to questions from Council Member Ancira and clarification on the process of how the lending institution was selected.

Council Member Ancira moved to approve Resolution R12-11 as presented and Council Member Osborn seconded the motion. VOTE: Four voted AYE; One Voted NO (Mayor Pro Tem Gonzales). Motion passed.

2. CONSIDER APPROVING AN AMENDMENT TO THE TAYLOR ECONOMIC DEVELOPMENT CORPORATION ARTICLES OF INCORPORATION.

Mr. Dunaway presented a request to approve an amendment to the TEDC Articles of Incorporation recommended and approved by the TEDC Board. Article Twelve is amended to read:

“Upon dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all assets of the corporation exclusively for the purposes of the corporation to the City of Taylor to be used exclusively for public purposes.”

Council Member Osborn moved to approve the amendment as presented and Council Member McDonald seconded the motion. VOTE: Five voted AYE. Motion passed.

3. DISCUSS POSSIBLE ITEMS FOR NOVEMBER, 2012 ELECTION.

Mr. Joe Naizer of 701 Sloan Street, asked to address the council on this issue. He requested citizen input be taken into consideration on any possible charter amendments. Mr. Dunaway assured him that the public would have an opportunity to speak to these issues through a mechanism on the city website as well as during public meetings on this subject in the future. He reminded Mr. Naizer and Council that any amendments to the city charter must have voter approval.

Mr. Straub presented a list of potential issues that may be considered for a possible charter amendment election. These included 1) electing the Mayor At Large; 2) removal of a council member by council for “good cause”; 3) method for filling a vacant council seat; 4) city manager to appoint and remove employees; 5) election of council members by majority vote; and 6) the power to own, operate, and maintain utilities. Council asked to move forward on these items, gather additional input from citizens, and to provide more details and specific wording at a future meeting.

4. CONTINUE DISCUSSION ON STREET MAINTENANCE PROGRAM.

Mr. Dennis Kleppe, City Engineer, provided a presentation on the mechanism and costs to create a full service in-house street department to rebuild, rehabilitate, and maintain the city streets. Council asked to continue this discussion with additional details at a meeting on April 26.

ADJOURN

With no further business; Mayor Hill adjourned the meeting at 7:50 p.m.

Don Hill, Mayor

ATTEST:

Susan Brock, City Clerk



City Council Meeting April 12, 2012 Agenda Item Transmittal

Agenda Item #: 2

Agenda Title: Consider accepting the Comprehensive Plan Implementation Status Report for April 2012

Council Action: Accept report on consent agenda

Initiating Department: Planning and Development

Staff Contact: John Elsdon, AICP
City Planner

1. INTRODUCTION/PURPOSE

The purpose of this item is for the City Council to consider accepting the April 2012 Comprehensive Plan Implementation Report.

2. DESCRIPTION/ JUSTIFICATION

Chapter 11 of the Taylor Comprehensive Plan recommended the formation of a Comprehensive Plan Implementation Committee to review and report on the implementation status of the of the Comprehensive Plan. This Committee was officially established by City Council during January of 2007.

The Chapter 11 Actions are identified by Plan chapter, responsibility, and importance, as they were ranked by the Comprehensive Plan Steering Committee, other stakeholders, and the Council in late 2004.

The April 2012 Plan Status Report indicates new or added information underlined, along with deleted information. All but three Actions have been addressed, and 36 Actions (one during this period) have been fully addressed, or completed. The remaining Actions are slated to be addressed in the near future. The attachment “Comprehensive Plan Actions Summary” shows the total number of Actions adopted, along with a breakout of short range, medium range, and long range Actions completed, in progress or pending for previous reports and this report.

The results of this status report will also be shared as requested with other stakeholders within the community, including the Taylor ISD, Capitol Area Rural Transportation System (CARTS), the John’s Community Hospital Board, the Interagency Support Council

of Eastern Williamson County, and others who are interested in the implementation of the Plan.

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

On March 29, 2012, the Comprehensive Plan Implementation Committee voted to recommend approval of the attached Comprehensive Plan Implementation Status report.

5. TIME LINE CONSIDERATIONS

None

6. REFERENCE FILES (Attachments)

2a [Status Report – April 2012](#)

2b [Actions Summary – April 2012](#)

**City of Taylor Comprehensive Plan Implementation
Semi-annual Report
Developed by the Comprehensive Plan Implementation Committee
Accepted by Taylor City Council, April 2012**

Comprehensive Plan Chapter 11: Ranked by Priority Score

Priority Score: 51 Responsible Department: City Planning, County – Grants Admin.

Number 28, Chapter 5, Housing. Time Range: Short

Objective H1: Stabilize neighborhoods with sound, but aging housing through requiring and assisting in the rehabilitation of substandard housing and the demolition of dilapidated housing throughout Taylor.

Action H1.1: Work with Williamson County in the development of their 5-Year HUD Consolidated Plan for use of CDBG funds. This will help ensure that the City will get its fair share of CDBG funds for housing rehabilitation and infrastructure repairs.

Status:

Since 2008, Habitat for Humanity has built three homes on property donated to them by the City. This is expected to be an on-going project for the next few years.

Recent CDBG funding includes:

- 2012 CDBG Grant funding applied for to rehabilitate Jones and Burkett Streets for \$600,000 with \$75,000 match.
- 2011 CDBG Grant received for \$275,000 with \$75,000 match for 12” Water Main Improvements at Walnut and Dolan Streets.
- In 2009 the Senior Resource Center received CDBG funds to turn the former TISD middle school into a Senior Resource Center. The funds assured the site to be handicapped accessible.
- Habitat completed their third and most recent home during 2011 on Doak Street. The Senior Center has received funds from Williamson County CDBG to replace the sidewalk from the Old Middle School/Switzer Center to the Taylor Public Library, complete during February 2011.

Priority Score: 49 Responsible Department: City Planning, CARTS

Number 45, Chapter 6, Transportation Time Range: Ongoing

Objective T2: Explore alternative transportation modes that could be available to the residents of the City.

Action T2.3: Work with CARTS to expand existing routes to provide service to major retail and service establishments within the City.

Status:

CARTS and the City will continue to explore transit options for Taylor commuters, including the recently constructed CARTS Transportation Terminal on West 2nd Street.

~~CARTS has completed construction on its Transportation Terminal on West Second Street with a grand opening during September 2011, and includes a small waiting room, parking, fueling station, and a location to store buses. CARTS completed a transit plan for Williamson County in 2003. This plan identified Taylor as one of the most likely towns where a bus route would work the best.~~

Priority Score: 48 Responsible Department: City Planning, Engineering

Number 19, Chapter 4, Land Use. Time Range: Ongoing

Objective L3: Provide viable retail, office and industrial areas that support opportunities for economic development.

Action L3.5: Locate large commercial and industrial activities along the more accessible roadways, ones that can handle truck traffic without negatively impacting adjacent residential land uses—the Loop, appropriate portions of Business 79, FM 397 FM 973.

Status:

Commercial and industrial activities within the City include:

- Alliance Geotechnical in the Mustang Creek Industrial Park (200 Mustang Cove), now under construction;
- Ringer Windows, Mustang Creek Industrial Park, plans now under review;
- McCoy's Hardware, on TH Johnson Boulevard, plans under review;
- Main Street Commons, a 75 unit residential structure, plans under review;
- Beveridge metal buildings on E 4th Street, construction 99% complete;
- Clark Travel on West 2nd Street, wastewater connection cost assistance, complete 2012;
- Wilco Recycling Center along the new Chandler Road, construction complete 2011;
- Citgo Convenience Store, corner of Carlos G. Parker Blvd. And Mallard Lane, construction complete 2011;
- KG Industries, gun coating facility, 204 Mustang Cove, construction complete 2010;
- Durcon Inc completed North American consolidation and expansion in Taylor in 2011;
- Texas Prisoner Transportation Division started operations on Fourth St/US-79 in 2011;
- On-Technologies Consulting started operations on Second Street; Skybeam expanded at same location in 2012;

Additionally, recent annexations have allowed the City to plan for appropriate locations for new commercial and industrial activities.

~~The most recent commercial and industrial activity along accessible roadways in Taylor includes the Wilco Recycling Center, a single stream recycling facility located on the new Chandler Road Right of Way. Alliance Geotechnical plans to construct a new 8,800 square foot facility also to be located at Mustang Creek Industrial Park. Clark Travel Service has located their maintenance facilities at the old S & D location on West 2nd Street. During August Mr. Beveridge has begun construction of a building at the corner of East Fourth and Gym Streets. KD Convenience Store at the intersection of Mallard and Carlos G. Parker Boulevard, Wilco Recycling at 1551 CR 394, The Williamson County Activity Center on West Second Street, and the Randig Business Park have been approved.~~

~~KG Industries has completed construction on its new facility in the Mustang Creek Industrial Park, which opened during December 2010. Additionally the Heartwood property on North Main Street was purchased at auction by a developer for demolition and construction of a new but yet to be named facility. Carl's Jr. has been approved for construction and is currently on hold pending financial approval. The former Wal Mart building was occupied by Marketplace Taylor during early 2011, Eccentrix Wireless has located along West 2nd Street, Coufal Prater has received approval for a tower on W 2nd Street to control farm equipment with Global Positioning System technology, and the Flea Market at Hidalgo Park began operating during the spring of 2011. During February 2009 City Council designated a Reinvestment Zone for the large industrial structure along Carlos G. Parker Blvd. In July 2009, the TEDC secured an option to purchase 139 acres for future projects. The City and the TEDC also worked with a development company to assemble 50 acres in north Taylor for a mixed use project. Recent annexations have allowed the City to zone newly annexed areas for commercial and industrial development as appropriate for future uses. In 2008, the Taylor EDC completed a rail design for a new spur in Mustang Creek Industrial park.~~

Priority Score: 47 Responsible Department: City Management, Engineering

Number 41, Chapter 6, Transportation Time range: Ongoing

Objective T1: Ensure the road system in the City provides appropriate access for residents while discouraging commercial traffic in neighborhoods.

Action T1.2: Work with the City of Taylor and develop a program that allocates city funds to repair and/or replace streets that will benefit the community as a whole.

Status:

The City has contracted with Sledge Engineering to assess road conditions throughout the City. This project is currently underway.

During the past few years, funding was allocated for street repair annually (approximately \$500,000 per year); several streets are resurfaced each year. During 2008, approximately six (6) to seven (7) miles, or 8% of the City's roadways have been resurfaced. No funds have been were identified for roadway improvements for 2009 thru 2011 due to the economic recession and subsequent drop in local revenues.

Priority Score: 46 Responsible Department: City Planning, Main Street, CARTS, TXDOT, Union Pacific

Number 46, Chapter 6, Transportation Time range: Short

Objective T2: Explore alternative transportation modes that could be available to the residents of the City.

Action T2.4: Continue to work with Taylor's Main Street program, CARTS, TXDOT and the Union Pacific Railroad to assure the construction of an intermodal transportation facility to the City of Taylor.

Status:

CARTS received an intercity bus transit grant in 2003 to build an intermodal depot in Taylor which will provide local commuters multi-modal transportation alternatives. The multi-modal transportation alternatives were never approved by the railroad authorities (UP), thus CARTS started construction on its Transportation Terminal at a different location on West Second Street. Opening occurred during Mid- 2011 **Complete**

Priority Score: 46 Responsible Department: City Planning, Main Street, CARTS, TXDOT, Union Pacific

Number 46, Chapter 6, Transportation Time range: Short

Objective L3: Provide viable retail, office and industrial areas that support opportunities for economic development.

Action L3.7: Coordinate with the Economic Development plan to attract specific desired uses (retail, cinema, entertainment, etc.) through targeted recruiting and incentives.

Status:

- The City Leadership annually attends the ICSC Annual conference to raise the Taylor profile and recruit retail and service industries to Taylor.
- The Taylor Marketing Team continues to develop and implement marketing strategies to market Taylor.
- Taylor EDC continues to work with the City, businesses, and potential developers to attract new industries.
- TEDC has exchanged property with the City for economic development in the future.
- TEDC completed 2008-2011 Economic Development Plan, and the TEDC Board will adopt a new Economic Development Plan for 2012-2016 in early 2012.
- ~~In 2Q 2008, TEDC facilitated an expansion of facilities for Alliance Chemical. The TEDC formally established a business retention program and worked with four local companies in 4Q 2009 and 1Q 2010 to recalibrate their loan agreements as part of a job-retention strategy. During December 2010 KG Industries opened their new facility at Mustang Creek Industrial Park, which is a gun coating facility and has numerous~~

~~overseas and US Government contracts. Also, AAA Storage on N Main Street completed expansion of its existing facility to add three more storage buildings with an additional 35,000 square feet. Paradigm Metals has located along Old Thorndale Road providing welding and sheet metal services. Durcon has added 65 new jobs, expecting to close their Canton facility by November 1, 2011. Citizens National Bank is constructing office space on the third floor of its building, and bookkeeping from Rockdale will relocate there. Scott and White has recently renovated its building on Mallard Drive.~~

- Taylor partners embarked on a public relations initiative which greatly increased the positive media coverage of Taylor for programs and projects by the City, EDC, School District, Taylor Chamber of Commerce, lifestyle and special events. The partners all registered QR codes for smart phones to find local websites as well as partnering on advertisements in regional publications such as the Austin regional relocation guide. The City, EDC, and the School district published a joint annual report called Impressions.

Priority Score: 45 Responsible Department: City - Planning, Airport Board, Engineering, TxDOT

Number 52, Chapter 6, Transportation Time range: Ongoing

Objective T5: Ensure that all airport plans be incorporated into future City plans.

Action T5.2: Work with TxDOT and the Regional Airport developers on ensuring that the Taylor residents are kept informed of all decisions affecting this airport.

Status:

Future planning efforts will ensure all stakeholders are notified of airport activities including airport expansion using the internet, newspaper, and direct mailing. During 2009 the area around Taylor Airport was rezoned to Business Park 1 (BP-1), which will not allow residential uses or uses that include assembly of large crowds to avoid any accidents that typically occur around airports. TEDC exchanged real property with the city of Taylor in September 2008 to facilitate expansion of the runway by giving the city necessary property for the RPZ that can be used as the local matching for future state/FAA grants (i.e. the extension of the runway). Staff is working to integrate a Global Positioning System (GPS) for airport operations in the future, along with an extension of the airport runway to 5,000 feet.

Priority Score: 45 Responsible Department: WCCHD and Interagency Support Council

Number 101, Chapter 10, Health & Human Services Time range: Short

Objective HH1: Work with area providers to expand and promote optimum health and human services for Taylor residents.

Action HH1.4: Strive to provide better and more coordinated information to people about the availability of services in Taylor.

Status:

John's Community Hospital merged with Scott & White during 2010 to be Scott & White for the Taylor area. Scott & White maintains a web site www.sw.org for information pertaining to hospital services and other information. The Williamson County and Cities Health District has upgraded their web site www.wcchd.org to include information on public health alerts and have started distributing the prescription drug discount card. The Interagency Council's website www.interagencyeast.org also has links to service provider's websites and contact information and has produced a hard copy resource guide in conjunction with WBCO that is circulated around the community.

The Old Middle/High School has been renovated as the Fred Switzer Senior Citizens Center, Meals on Wheels, Literacy center, and Food bank. Still needed is a service provider tracking system to ensure that clients are not receiving duplicate services from various agencies. The Senior Center was opened for services on January 22, 2009 for Meals on Wheels, and in December 2009, approximately 1200 persons received food for the holidays with assistance from Interagency Support Council, Seton- Williamson, Scott & White Hospital, Kiwanis Club of Taylor, Thrall PTO, and the Lutheran Church- Other partnership agreements include:

- The YMCA has a program titled "Mend" for children ages 7-13 , a free healthy living program with a free Y membership and free entry into Y Youth Leagues.
- Interagency Support Council redesigned their web site www.interagencyeast.org which now lists all the social services available to Taylor residents.
- 302 volunteer hours were contributed to the senior center this quarter.
- Scott and White Hospital conducted six educational classes for seniors this quarter
- Eighteen antique roses were planted in the Senior Rose Garden this quarter.
- AGAPE food bank , operated by Oasis Church, open Tuesday from 8:30pm until 10pm and then again every other Friday 6:30 pm until 8ish. and receive their food from Cap. Austin Food Bank.
- Scott and White Hospital Taylor added a new Sleep Center, Women's Imaging Center and remodeled the Emergency Room as well as hiring specialists in numerous areas. The Women's Center offers digital mammography and bone density screenings and the Sleep Lab offers diagnosis and treatment of a variety of sleep conditions. The hospital's Skilled Nursing facility is now staffed by a Scott & White physician who is Board Certified in Internal Medicine and Geriatric Medicine. She is assisted by a Geriatric Nurse Practitioner. The Emergency Department is now under the direction of a Board Certified Emergency Medicine Physician. Under the new leadership the ED has implemented best practice standards to improve quality and speed. In addition to the improvements at the hospital, the Scott & White Clinic has visiting specialists which include Cardiology, Dermatology, Gastroenterology, Podiatry and a Licensed Professional Counselor giving greater access to more specialties to the community.
- Taylor Area Ministerial Alliance (TAMA) will continue to house Shepherd's Heart Food Pantry at the senior campus. The food pantry provides basic assistance with food, clothing, and emergency shelter.

- Taylor CNET ceased operations in December 2010 due to economic constraints. The equipment was donated to Taylor ISD, and the City of Taylor is working to maintain free Internet Access at some public areas including public parks.
- WBCO, already located in the resource center, will continue to provide the Senior Nutrition Program, including both congregate meals and meals-on-wheels, and the Taylor Neighborhood Center, which provides financial support to individuals and families in the area who qualify for utility and rental assistance.
- TISD Clothes Closet, located in the resource center, will continue to provide clothing that meets the standards of the school dress code to children of local school districts who have been referred by a school nurse or counselor.
- The Switzer Senior Center will continue to provide recreational, social, and educational opportunities for anyone 50 and older.
- Scott and White Hospital will continue to support the center by providing the following services at least once a month: healthy living cooking class, exercise class, and health education class.
- Taylor YMCA will continue to support the center through providing an exercise class appropriate for seniors and people with disabilities once a week, and may trade land with TISD for future construction of a new exercise/fitness center.
- Lighthouse Hospice will continue to provide a monthly grief support group, quarterly medical forms seminars to support individuals and families in the center, and bi-annual SAVVY Caregiver Classes.
- The Alzheimer's Association will train two support group leaders and provide monthly materials and support to the leaders.
- CARTS will continue to provide free transportation to the center for people who are 60 and older and are registered with the WBCO Senior Nutrition Program.
- The Area Agency on Aging of the Capital Area (AAA-CA) will have a benefits counselor available to meet with seniors twice a month and a caregiver support/care coordination staff member once a month to assist seniors in locating benefits that they qualify for and review long-term care options that meet each individual's need. AAA-CA will also provide Matter of Balance classes to seniors bi-annually.
- Catholic Charities will provide an outreach worker once a month to the center to follow up with the services received from the AAA-CA benefits counselor by assisting seniors in the entire application process for state programs for which they qualify.
- www.taylorrrc.org is the new senior web site that is working very effectively to keep residents up to date on the resources available at the Senior Center.
- ~~The Interagency Support Council received a grant from CAPCO Area Agency on Aging to fill a part time coordinator for senior services.~~
- The Lone Star Circle of Care Health Center at Scott & White provides services for low income residents on a sliding scale.
- ~~Keep Taylor Beautiful, Taylor Garden Club and Interagency Support Council have 51 Community Garden beds ready for families to plant fresh vegetables.~~
- ~~450 lbs of fresh produce was donated to Shepherds Heart food pantry.~~
- Interagency Support Council with funding from CDBG funds rebuilt the sidewalk from the Senior Center to the Taylor Public Library to meet handicap accessibility standards.
- An average 125 families access services at the Taylor Resource Center each week

- Interagency Support Council manages four Mental Health Social workers in TISD schools 2011/12 school year thanks to funding from TISD, United Way of Williamson County and St. David's Community Foundation.
- ~~The Switzer Senior Center offered twenty four exercise classes this quarter at the Senior Center.~~
- ~~Six healthy lifestyle classes were presented at the senior center this quarter~~
- ~~A rose garden has been designed behind the Switzer Center this quarter~~

Priority Score: 45 Responsible Department: TISD, Interagency, TCAT, WCCHD, City - Planning

Number 116, Chapter 10, Health & Human Services

Time range: Ongoing

Objective HH3: Formalized planning relationship among the school district, Temple Community College, Williamson County, neighborhoods, and the City of Taylor by encouraging strong and continuing community and school relationships beyond the walls of facilities by utilizing the neighborhood as an educational resource.

Action HH3.8: Support the coordination of school programs and Temple Community College.

Status:

Interagency participated in the Duck University Parent involvement committee this quarter

~~Temple College and Texas State Technical College established an electro-mechanical training program called the Sustainable Technology Academy located at the former Taylor Middle School. Temple College also began offering overflow classes at that same facility.~~

- The Community Based Mental Health Program funded by the St. David's Community Health Foundation set up a counseling office in the Williamson County Annex to assist families with children in Taylor, Granger, and or Coupland ISD to deal with issues effecting their achievement in school.
- A community task force has also been established to address issues concerning school achievement of African American Students. A K-8 section for social and educational purposes may be added.
- Taylor ISD also created a Career and Technical Education advisory board to connect industry with secondary-to-higher education; and the new high school includes a welding program, automotive repair technologies and culinary arts programs.

Lifetime learning classes ~~will begin~~ began during January 2011 for people over 50 at the Taylor Resource Center.

Free Tax assistance will be offered at the City of Taylor Administrative offices and the Public Library.

~~Interagency Support Council's Children coordinator trained 350 day care workers about Shaken Baby , Brain Development and SIDS this quarter.~~

Priority Score: 44 Responsible Department: City Planning

Number 1, Chapter 4, Land Use Time range: Short

Objective L1: Provide suitable areas for a variety of residential types and densities.

Action L1.1: Identify appropriate residential development areas on Future Land Use Plan (site suitability, access, utilities)

Status:

The Planning and Zoning Commission has undertaken a study to review Future Land Use designations along major arterials within the City. This study should be complete during the Summer/Fall of 2012.

The Future Land Use Plan indicates appropriate areas for residential development. The Downtown Neighborhood District was approved by City Council during October 2008, and the Business Park District was approved during February 2009. The Downtown District was updated by the Planning and Zoning Commission during September 2011, to move it north away from West Second Street. Recent annexations have added land for residential, commercial and industrial development. Future land use designations and zoning are added to the areas that have been annexed on an annual basis for appropriate development and use of land.

Priority Score: 44 Responsible Department: WCCHD, Interagency, United Way, Faith Based Community

Number 121, Chapter 10, Health & Human Services Time range: Short

Objective HH4: Work with local organizations and providers to support services to meet food, clothing, shelter, transportation and other basic material needs.

Action HH4.1: Develop new and utilize existing partnerships between public agencies and private citizens to coordinate efforts that support food pantries and nutrition programs, especially for infants, children and the elderly, and other vulnerable populations.

Status:

- Three food drives were organized and conducted this quarter for the food pantry.
- The Shepherd's Heart thrift shop assisted with five students need clothes for school this quarter and three families who lost everything in a fire.

- WCCHD's Women, Infants and Children (WIC) program, the Taylor (and Georgetown) garden program including field trips for some elementary students, and the From the Garden to the Table Healthy Cooking classes are specifically responsive to this item.
- Planning efforts are in place with the Taylor Ministerial Alliance, Corporation for National and Community Service and Interagency Support Council to support efforts for the Senior Center in Taylor as well as a one stop social services center.
- The Interagency Support Council of East Williamson County, Inc. and the United Seniors of Taylor have formed a partnership with the Taylor Ministerial Alliance and Shepherds Heart Food Ministries and opened a five day food pantry operation during 2008 at the Senior Resource Center. ~~The Pantry expects to give away more than 200,000 pounds of food this year.~~ This resource will assist all the families in East Williamson County.
- WCCHD may assist in planting new gardens on Doak Street in the vicinity of the new Habitat homes. ~~The first two Habitat homes were dedicated during 2009 and Keep Taylor Beautiful, City of Taylor, Duck University and Interagency Support Council built the second community garden on Doak Street during February 2009. The CHES (Community Health Education Social Services) division of WCCHD provides a G3 program (Get fit, Get moving, Get healthy) to children and their parents/guardians of Williamson County. Cost is free, age requirements are 6-15 yrs of age, and must have a BMI >24. It's a 6 month program. The G-3 program is no longer available due to funding loss. Referrals are being made to MEND (YMCA) program.~~
- Keep Taylor Beautiful, Taylor Garden Club and Interagency Support Council have 51 Community Garden beds ready for families to plant fresh vegetables. ~~450 lbs of fresh produce was donated to Shepherds Heart food pantry.~~

~~Scott and White Taylor conducted 15 nutritional classes for seniors this quarter at the senior center.~~

Priority Score: 43 Responsible Department: City Management, Engineering/Planning

Number 29, Chapter 5, Housing Time range: Ongoing

Objective H1: Stabilize neighborhoods with sound, but aging housing through requiring and assisting in the rehabilitation of substandard housing and the demolition of dilapidated housing throughout Taylor.

Action H1.2: Invest in road repairs in the declining residential areas, particularly Subareas C, D and G. The poor street conditions lead to lowered property values, poor navigation, poor drainage and general decay of the neighborhoods.

Status:

- Reconstruction of West Second Street is currently underway, and should be completed by the end of 2012. The project includes utility relocation and drainage facilities.
- ~~The City has increased investment for road repairs over the years and established a program for road repair and maintenance. The Dickey Street Drainage Project cost a total cost of \$1.3 million, with approximately \$34,000 spent during 2010 from previous year's grant funding. The City has also established a Municipal Drainage Utility District~~

citywide, and has dedicated funds for additional drainage improvements within problem areas for drainage.

Priority Score: 43 Responsible Department: City Planning

Number 39, Chapter 5, Housing Time range: Short

Objective H5: Encourage the development of new larger homes and high-end retirement developments in Taylor and its ETJ.

Action H5.2: Provide appropriate land use designations, zoning if applicable, and development guidelines for new subdivisions of larger homes for professionals commuting to surrounding employment centers.

Status:

Changes were made in the zoning text for larger residential lot sizes. The City ~~also~~ adopted the ~~updated~~ Economic Development Incentives Guidelines which includes incentives for "upper-end" housing. However, the recent downturn in the economy has put this project on hold.

Priority Score: 43 Responsible Department: City Planning, Engineering

Number 40, Chapter 6, Transportation Time range: Ongoing

Objective T1: Ensure the road system in the City provides appropriate access for residents while discouraging commercial traffic in neighborhoods.

Action T1.1: Use the Thoroughfare Plan to determine where arterial and collector streets are needed in new residential and commercial developments.

Status:

The Thoroughfare Plan is consulted each time a new development is proposed to determine need for right of way for arterial and collector streets. The City recently agreed to assume maintenance of West Second Street from TxDOT which will happen once the project is completed to allow for Williamson County bond funds to be expended for roadway and the drainage system improvements. The City has agreed to provide funding for the relocation of utilities. A section of the Chandler Boulevard extension was completed during late 2010, and is part of the future loop system. The remainder of this roadway is expected to be completed during late 2012.

Priority Score: 43 Responsible Department: City Planning

Number 53, Chapter 6, Transportation Time range: Ongoing

Objective T5: Ensure that all airport plans be incorporated into future City plans.

Action T5.3: Review all development in and around the flight zones in accordance with the Future Land use plan to ensure the protection of any future neighborhoods as well as preserving the functional ability of the airport.

Status:

Additional land for the runway protection zone (RPZ) to accommodate the runway extension to 5,000 feet was received from the TEDC. The City has also completed the Business Park Zoning District and has completed the Airport Height Hazard Protection ordinance. The existing tie downs for airplanes are being monitored more closely with a daily report and log. Work was completed during 2011 for the removal of airport penetrations (utilities, trees, etc.) with a \$250,000 grant from TXDOT Aviation received this year.

Priority Score: 43 Responsible Department: TISD, Interagency, TCAT, WCCHD, City - Planning

Number 117, Chapter 10, Health and Human Services Time range: Ongoing

Objective HH3: Formalized planning relationship among the school district, Temple College, Williamson County, neighborhoods, and the City of Taylor by encouraging strong and continuing community and school relationships beyond the walls of facilities by utilizing the neighborhood as an educational resource.

Action HH3.9: Work with Temple Community College to promote life-long learning opportunities for residents of Taylor and encourage the broadest possible use of the library, ~~Taylor CNET (disbanding by the end of 2011)~~, and other existing facilities throughout the city, focusing on developing these resources in neighborhoods.

Status:

- Interagency assisted in having Helios the volunteer computer organization relocate to Taylor and provide computers to low income households and free classes on the use of a computer this quarter.
- TISD will invite Temple College to participate in Community Education Courses for local residents in the Taylor area.
- Biomedical equipment has been obtained.
- The new High School has facilities for welding classes, culinary arts, and automotive repair technology.
- Temple College and Texas Manufacturing Assistance Center have provided two lean manufacturing training courses for free to local industries in Taylor in partnership with the Central Texas Workforce Solutions Board.
- The Interagency Support Council of East Williamson County, Inc. will work with Temple College on holding lifetime learning classes at the Senior Resource Center.
- The Interagency Support Council recruited two VISTA volunteers during 2009 (Volunteer in Service to America) and they will schedule classes and set the calendar for enrichment classes at the Senior Center. ~~In 2010 funds are being sought to complete the conversion of the former TISD High/Middle School into an Aging and Disabled Resource Center with a full array of services including a Senior University.~~
- Lifetime learning classes began in January 2011 for people over 50 at the Taylor Resource Center.

~~Scott and White—Taylor conducted 15 nutritional classes for seniors this quarter at the senior center.~~

~~Interagency Support Council's Children coordinator trained 350 day care workers about Shaken Baby, Brain Development and SIDS this quarter.~~

Priority Score: 43 Responsible Department: TISD, Interagency, TCAT, WCCHD, City - Planning

Number 118, Chapter 10, Health and Human Services Time range: Short

Objective HH3: Formalized planning relationship among the school district, Temple Community College, Williamson County, neighborhoods, and the City of Taylor by encouraging strong and continuing community and school relationships beyond the walls of facilities by utilizing the neighborhood as an educational resource.

Action HH3.10: Work with Taylor ISD and Temple Community College, community organizations, state of Texas and Williamson County to develop strong linkages between education and training programs and employability development resources.

Status:

- The Texas Workforce Commission (a state agency) has opportunities to help unemployed persons and accepts unemployment applications for persons affected by the current economic conditions.
- Temple College partnered with Texas Manufacturing Assistance Center and Central Texas Workforce Solutions to provide Lean Manufacturing Training for free to Taylor businesses.
-

~~A bond for \$42 M was approved during the Fall of 2008 to construct a new high school for TISD, which has been completed for the Fall 2011 school year.~~

~~Interagency Support Council's Children coordinator trained 350 day care workers about Shaken Baby, Brain Development and SIDS this quarter.~~

Priority Score: 42 Responsible Department: City Planning, County, TISD

Number 4, Chapter 4, Land Use Time range: Short

Objective L1: Provide suitable areas for a variety of residential types and densities.

Action L1.4: Coordinate, through interlocal agreement, partnerships and action committees, City, County and school district facilities planning and land acquisition that will create joint usage for school and park facilities.

Status:

The City is in the process of planning for a community recreation center to be located at the Taylor Regional Park and Sports Complex. This project should be completed by 2013.

~~The Taylor ISD passed a bond election during November 2008 to build a new high school, among other items.~~

Priority Score: 42 Responsible Department: City Code Enforcement

Number 12, Chapter 4, Land Use Time range: Ongoing

Objective L1: Provide suitable areas for a variety of residential types and densities.

Action L1.12: Support the continued rehabilitation and restoration of the Downtown Neighborhoods through appropriate, but considerate code enforcement.

Status:

- During 2011 the City adopted the 2009 International Building Code (effective October 1 2011) to stay current with other cities in Texas.
- The Downtown Neighborhood Zoning District was established in 2008 to encourage walkability, preservation of neighborhoods, and the development of small businesses in the new area, and updated during 2012.
- The City has increased Code Enforcement during the past two years, including enforcement of demolition requirements for dilapidated structures.
- The City is also developing a new Downtown Plan, and encouraging stakeholders to be involved in this process to help determine the best uses for this area.
- The old City Hall at Heritage Park will also be considered for rehabilitation or demolition during the next year.
- The plaza at Heritage Park is under construction with new sidewalks, benches and grass currently being installed.
- The Taylor EDC adopted incentives (façade grants) for historic property redevelopment, targeted for primary employers as a way to augment the Main Street program and assist local industry. The TEDC has approved two façade grants to historic property owners who support primary businesses in downtown Taylor.

Priority Score: 42 Responsible Department: City Code Enforcement

Number 103, Chapter 10, Health and Human Services Time range: Short

Objective HH1: Work with area providers to expand and promote optimum health and human services for Taylor residents.

Action HH1.6: Create with Economic Development and local health care providers a recruitment strategy to secure more CHIP, Medicaid and Medical Specialty providers.

Status:

- Scott & White continually recruits for physicians on an ongoing basis for CHIP, Medicaid and Medical Specialty providers. However, labor and delivery and mental health services are still lacking in the Taylor area. ~~During this quarter~~

- A Board Certified Psychiatrist has been contracted to see students in Taylor when they are referred by the school based mental health staff.
- The CHESS division (Community Health Education Social Services) of ~~WCCHD~~ has a Case Manager working out of the Taylor WCCHD office on a full time basis. Clients can call or walk in to schedule an appointment. ,3 days a week (Monday, Tuesday, Thursday). The Case Manager can assist clients with a wide range of health issues/referrals. See number 101 above.

Priority Score: 42 Responsible Department: TISD, Interagency, TCAT, WCCHD, City - Planning

Number 112, Chapter 10, Health and Human Services Time range: Ongoing

Objective HH3: Formalize planning relationship among the school district, Temple Community College, Williamson County, neighborhoods, and the City of Taylor by encouraging strong and continuing community and school relationships beyond the walls of facilities by utilizing the neighborhood as an educational resource.

Action HH3.5: Coordination of the City capital improvement and functional plans with school district plans.

Status:

- Interagency continued to support school based Mental Health programs in all five rural east Williamson County school districts with social workers and professional help when needed.
- Interagency worked with Bluebonnet Trails MHMR to bring OSAR screening to Taylor this quarter for students as well as adults.
- TISD works with the City and the City Engineer to coordinate future planning and development issues with the city. The use of East 5th Street between North Main Street and Porter Street by closure of this street was approved by the City from the Fall of 2010 for a maximum of 2 years (and continued for an additional 2 years through 2014) to allow four portable buildings for the Legacy Early College High School Program
- Lifetime learning classes began in January 2011 for people over 50 at the Taylor Resource Center.
- Funds have also been located to assist a student enrolled in the Mental Health Program to enroll in a welding class with TSTC.
- Interagency Support Council's Children coordinator trained 350 day care workers about Shaken Baby, Brain Development and SIDS this quarter.

Priority Score: 41 Responsible Department: City Planning

Number 3, Chapter 4, Land Use Time range: Medium

Objective L1: Provide suitable areas for a variety of residential types and densities.

Action L1.3: Establish open space easements, linear parks, and trails in and around residential areas for accessibility and “walkability.” Require dedication or provision of land in the Subdivision Regulations platting process.

Status:

- During January 2012 the City applied for a Texas Parks and Wildlife in the amount of \$200,000 with \$50,000 local match to create an additional park trail that will connect Robinson Park along the east side of the creek to the trail existing to the north, as well as remove existing asphalt and place concrete for the South Bull Branch Park.
- The Subdivision Ordinance requires the dedication of land or the payment of fees in lieu of park land dedication. This provision will need to be reviewed to ensure adequate land is included or the fee is reflective of the recreational needs in our community.
- Bike and Pedestrian Trails were extended through Murphy Park and Bull Branch Park via State Park grants and city contributions.
- The new Downtown Neighborhood Zoning District also promotes walkability.
- An additional park grant was approved during early 2010 which will help walkability in the community, and during 2011 for a park with a trail, fishing areas, a climbing structure and a playscape.

Priority Score: 41 Responsible Department:, City Planning, Engineering

Number 44, Chapter 6, Transportation Time range: Long

Objective T2: Explore alternative transportation modes that could be available to the residents of the City.

Action T2.2: Provide trails, sidewalks and crosswalks on all arterial and collector streets.

Status:

A Safe Routes to School grant of \$750,000 was received by the City for sidewalks connecting schools on the north side of the City, and this project is now complete. The Trail System continues to be developed as noted above.

Priority Score: 41 Responsible Department: City Planning, Airport Board, Engineering

Number 51, Chapter 6, Transportation Time range: Ongoing

Objective T5: Ensure that all airport plans be incorporated into future City plans.

Action T5.1: Work with the area residents and develop a plan that works with the existing local airport to ensure that the airport does not hinder growth in this part of the City.

Status:

- The City adopted the Airport Height Hazard Zoning during early 2008 to ensure compatibility with neighboring areas as well as updated FAA regulations.

- The City has developed the Business Park Zoning District as shown on the Future Land Use Plan that will include land use limitations around and near the airport.

Priority Score: 41 Responsible Department: WCCHD, Interagency, United Way, Faith Based Community, City Planning/TISD

Number 122, Chapter 10, Health and Human Services Time range: Short

Objective HH4: Work with local organizations and providers to support services to meet food, clothing, shelter, transportation and other basic material needs.

Action HH4.2: Develop new and utilize existing partnerships to explore the use of existing facilities and co-location of services, including joint use of schools, the City of Taylor and Williamson County facilities, to make services more available in the neighborhoods.

Status:

- Interagency, Keep Taylor Beautiful and the City of Taylor have 54 garden plots available for families to plant this quarter. Three peach trees have been planted as well as seven pecan and one fig tree this quarter.
- In partnership with the Taylor ISD, the United Seniors of Taylor, the Interagency Council, WBCO, and other social service providers, the old Taylor Middle/High School is the site of the new Taylor Senior Center and Resource Center. The Center will house the Meals on Wheels program, Shepherd's Heart Food Pantry, Senior Activities, Neighborhood Center, and so on. The renovations and full operations was completed early 2009.
- The senior nutrition site has opened and a full functioning senior center is being developed by the United Seniors of Taylor, the Interagency Support Council, and Williamson Burnet County Opportunities. ~~In 2010 funding is being sought to complete the Senior Resource Center into a stated funded Information and Referral Center for seniors and children with disabilities.~~

~~A major drive for food and turkeys was done in December 2010 and 525 families received food assistants in December 2010 with 435 turkeys being delivered.~~

CAPCO funding allowed for a senior coordinator to be at the resource center part time.

~~Keep Taylor Beautiful, the Taylor Garden Club and Interagency Support Council had 325 lbs of produce donated to the food pantry from the gardeners with community garden plots.~~

Priority Score: 40 Responsible Department: TISD, Interagency, TCAT, WCCHD, City - Planning

Number 17, Chapter 4, Land Use Time range: Ongoing

Objective L3: Provide viable retail, office and industrial areas that support opportunities for economic development.

Action L3.3: Upgrade utilities and roadways, as needed, in areas designated for commercial, business park and industrial uses on the Future Land Use Plan to attract new and expanding development.

Status:

-
- During the past year the City has implemented the upper pressure plane by adding and improving water towers to increase water pressure in the upper plane areas of the City.
- Taylor continues to participate in funding the upsizing of water and wastewater installations associated with new development.
- The city has participated with developers along US 79 for upsizing of water and wastewater lines.
- The City participated in the installation of the wastewater line up the east side of US 95. ~~New water towers and water lines are being installed during 2009-2010 to increase water pressure in the upper plane of the city.~~
- City of Taylor ~~is participating in extension of~~ has extended water and wastewater lines to the new Taylor High School, opening up another development corridor in Southwest Taylor.
- Wastewater was continued north under Carlos G. Parker Boulevard to supply the First Assembly of God Church with this service, and will then be available to lands to the east and west of their development site.
- Clark Travel has also been assisted by the City with sewer extension to their facility.
- Taylor EDC is supporting an ISO rating study with the Taylor Fire Department which will in turn assist local residents and businesses to lower their insurance premiums as the city gains a more favorable ISO rating, as a major result of adopting the 2009 International Building Code.

Priority Score: 40 Responsible Department: City Planning, Taylor Housing Authority

Number 30, Chapter 5, Housing Time range: Short

Objective H1: Stabilize neighborhoods with sound, but aging housing through requiring and assisting in the rehabilitation of substandard housing and the demolition of dilapidated housing throughout Taylor.

Action H1.3: Work to assist non-profits in acquiring a state CHDO (Community Housing Development Organization) status and apply for state HOME funds for new low-income housing and housing rehabilitation.

Status:

- The City began accepting applications for the Home Grant Program during February 2012 to build new homes for low income residents with existing homes that needed to be

demolished in Taylor. Five are expected to be approved and built this year, with construction going to bid during July-August 2012.

- 5 new homes were constructed during 2010-2011.
- 7 new homes were built during 2008-2010.
- Habitat for Humanity has partnered with the City and is building new homes in Taylor. As of March 2011, three homes have been built on South Doak Street, with plans to build more homes on South Doak and throughout the City in conjunction with the City's "214" program, and other homes are planned for construction.
- City Council approved the creation of a CDC (Community Development Corporation) during late 2008, and board members were appointed by Council during 2010.
- ~~The city received a State grant program (HOME) to build housing for low income residents (7 homes were demolished and rebuilt), and a new grant application was approved to build 5 new homes during 2010-2011.~~

Priority Score: 40 Responsible Department: City Planning, Taylor Housing Authority

Number 32, Chapter 5, Housing Time range: Short

Objective H1: Stabilize neighborhoods with sound, but aging housing through requiring and assisting in the rehabilitation of substandard housing and the demolition of dilapidated housing throughout Taylor.

Action H1.5: Seek partnerships with public and private entities to eliminate dilapidated housing.

Status:

Through the City's "214" program, the code enforcement staff is working to identify dilapidated housing through out the community. 17 structures were demolished during 2008, 15 were demolished during 2009, and 2 during 2010, and 12 have been approved for demolition during 2011, with an estimate to demolish 7 ~~this year~~, during 2012, for a four year total of approximately 53 dilapidated homes demolished. The plan is to clear the lots and foreclose on the properties. Once the City has ownership, affordable homes or new homes can be built on these lots. The lots that have been cleared are going through the delinquent tax sale process. A private sector partner is currently Habitat for Humanity who has built three homes on city ~~owned~~ donated land located on Doak Street.

Priority Score: 40 Responsible Departments: Interagency, WCCHD, City Planning

Number 127, Chapter 10, Health and Human Services Time range: Ongoing

Objective HH6: Work with local organizations to celebrate diversity through community activities and events that recognize different groups

Action HH6.1: Improve access to City and community services and to remove obstacles that keep people from receiving the services they need.

Status:

- As of March 26, 2012, Quick Response (QR) codes have been created for City of Taylor, Taylor Chamber of Commerce, Taylor ISD and Taylor EDC. S&W – Taylor already had a QR Code created. Used with smart phone apps, QR Codes can provide easy access to appropriate web sites or other information. Discussion is underway for best approach for use - may include displaying at Taylor Regional Park, business doorways, business cards, advertising materials, etc.
- The City has contracted with Bureau Veritas for plan review and building inspections to help facilitate these services.
- Scott & White provides access to all persons within the community that need medical care. The Ministerial Alliance and Shepherds Heart Food Alliance and Interagency will encourage other social service providers to join them at the Senior Resource Center ~~and by 2009 to have~~ has a one stop shop for folks in need of social services. ~~The TISD Clothes Closet distributed 327 coats during the month of December 2010. Mission of Mercy conducted a free dental workshop in June 2010 for free dental care for thousands of citizens from Williamson County, many from Taylor and East Williamson County. A total of 875 people were served, and a total of \$517,161 of free dental care was provided. Lifetime learning classes will begin in January 2011 for people over 50 at the Taylor Resource Center.~~
- Interagency worked with CARTS to assure those folks needing assistance to the senior center were able to get on the CARTS nutrition route bus.
- Interagency supported the Coats for Kids program this quarter and assured that each child also received a book and a coat. Over 400 coats and books were distributed.
- Scott and White Hospital in Taylor sponsored healthy eating classes at the Senior Resource Center in November and December. They also offered a Diabetes foot care class.
- A six weeks Manage Your Diabetes class was completed at the Resource Center during early 2011.
- Taylor YMCA led 15 exercise classes at the Senior Center during early 2011.
- ~~Scott and White Taylor conducted 15 nutritional classes for seniors this quarter at the senior center.~~

Priority Score: 40 Responsible Department:, Interagency, WCCHD, City Planning, Faith Based Community

Number 128, Chapter 10, Health and Human Services

Time range: Ongoing

Objective HH6: Work with local organizations to celebrate diversity through community activities and events that recognize different groups

Action HH6.2: Enhance opportunities for people with low income, disabilities, limited English-speaking ability, and other barriers to service to participate fully in community life and to access assistance.

Status:

- Scott and White –Taylor conducted 12 nutritional classes for seniors this quarter at the senior center.
- Scott & White provides for equal access for low-income, disabled and persons with other barriers. The Ministerial Alliance and Shepherds Heart Food Alliance and Interagency will encourage other social service providers to join them at the Senior Resource Center and to have a one stop shop for folks in need of social services.
- Lifetime learning classes began in January 2011 for people over 50 at the Taylor Resource Center.
- Scott and White Hospital in Taylor sponsored healthy eating classes at the Senior Resource Center in November and December. They also offered a Diabetes foot care class.
- A six weeks Manage Your Diabetes class was completed at the Resource Center during early 2011.
- The Taylor YMCA led 15 exercise classes at the Senior Center during early 2011.
- All activities at the Resource Center are open to all folks 50 and older.
- ~~CDBG funds were issued to the United Seniors of Taylor for completion of the sidewalk from the Senior Center to the Taylor Public Library during February, 2011.~~
- ~~Scott and White –Taylor conducted 15 nutritional classes for seniors this quarter at the senior center.~~

Priority Score: 39 Responsible Department: City Planning, Engineering

Number 8, Chapter 4, Land Use Time range: Medium

Objective L1: Provide suitable areas for a variety of residential types and densities.

Action L1.8: Ensure that standards for streets, sidewalks, neighborhood parks, street lighting, drainage, and traffic control are maintained through design standard requirements.

Status:

Design standards are contained within the subdivision, zoning, sign and landscaping ordinances. Additional standards have been developed for the Business Park and will also be developed for the Gateway Commercial Districts. The City Engineer has published an Engineering Manual to address and standardize these design standards for all public works projects.

Priority Score: 39 Responsible Department: City Planning, Engineering, TxDOT

Number 8, Chapter 4, Land Use Time range: Medium

Objective T4: Ensure adequate access and circulation within the City.

Action T4.1: Complete continuous loop around Taylor to create additional access in and around the City.

The Thoroughfare Plan will be modified to show the new Chandler Road westward as a potential link for the new loop system in the mid-to distant future. The final portion of Chandler Road is under construction and should be completed later this year. A section of Chandler Road was completed during the Fall of 2010.

Priority Score: 39 Responsible Department: TISD, Interagency, TCAT, WCCHD, City Planning

Number 113, Chapter 10, Health and Human Services Time range: Medium

Objective HH3: Formalized planning relationship among the school district, Temple Community College, Williamson County, neighborhoods, and the City of Taylor by encouraging strong and continuing community and school relationships beyond the walls of facilities by utilizing the neighborhood as an educational resource.

Action HH3.5: Develop a cooperative school sidewalk program to enhance the safety, appearance, and access for neighborhood residents.

Status:

- 18 roses were planted along the new sidewalk from the senior center to the Taylor Public Library this quarter.
- With the help of WCCHD, Taylor ISD, and other agencies, the City received a Safe Routes to School grant that has provided sidewalks throughout the northern portion of the city that lead to schools. The City also revised its sidewalk policies to encourage the placement and preservation of sidewalks for new and existing neighborhoods, with a fee-in-lieu available to apply for instead of installing sidewalks on certain projects.

Priority Score: 39 Responsible Department: TISD, Interagency, TCAT, WCCHD, City - Planning

Number 114, Chapter 10, Health and Human Services Time range: Medium

Objective HH3: Formalized planning relationship among the school district, Temple Community College, Williamson County, neighborhoods, and the City of Taylor by encouraging strong and continuing community and school relationships beyond the walls of facilities by utilizing the neighborhood as an educational resource.

Action HH3.6: Develop recommendations for neighborhood plans when developing school sidewalk programs.

Status:

No formal planning relationship exists, but TISD and other agencies are willing to partner in the future for grant applications for school sidewalk programs or other mutually beneficial programs or services. The Safe Routes to School Grant was awarded to the City during 2008, and sidewalks have been constructed.

Priority Score: 39 Responsible Department: WCCHD, Interagency, Faith based Community, City - Police, Planning

Number 124, Chapter 10, Health and Human Services Time range: Medium

Objective HH5: Work with local organizations and providers to help individuals, families, and neighborhoods address their safety concerns.

Action HH5.1: Coordinate efforts that enhance strong family relationships and healthy child development and work in partnership with the county and state and community agencies to prevent violence and injury, in areas such as child abuse, sexual assault, domestic violence, and violence associated with substance abuse.

Status:

- Interagency worked with United Way and their coalition to provide free tax preparation assistance this quarter
- Scott and White provides screening services for domestic violence and works closely with local law enforcement on this issue.
- WCCHD staff are required to take child abuse reporting/training every year. WCCHD staff do report suspected child abuse.
- WCCHD staff provide information and resources to adult clients who are (suspected to have been) victims of domestic violence.
- A member of the Interagency Support Council Staff has received her certification as a master trainer for early brain development and is the only certified trainer in Williamson County.
- All child care facilities in Taylor have received this training for their staff. The Interagency Support Council child development staff and the TISD staff finalized the 40

asset survey and established a community steering committee to work on developing 40 assets for all our children.

- The Interagency Support Council with support from the St. David's Community Foundation provides School Based Mental Health Services to TISD students. ~~In school year 2008/09 324 students received services.~~
- During early 2011 35 shaken baby classes have been offered by Interagency Support Council staff. The CHESS department of WCCHD offers a Safe at Home program, which is a child injury prevention program that teaches parents and guardians of children 0-4 how to reduce their child's injury risks related to cars, choking, burns, drowning, falls, and poisoning. The parent completes a short computer survey, then receives information on their risk from their Doctor. This is offered at the Taylor Health Center. DSHS has put this program on hold. Data is still being collected, but no actions are taking place at this time.
- The Taylor Fire Department offered fire safety classes at the Senior Center 5 times during early 2011.

The Taylor Police Department conducts several events and programs in an attempt to reach out to our youth. Besides providing a fulltime police officer to interact with students at our high school and other schools, we offer:

- National Night Out - neighborhood block parties with gifts and prizes especially geared towards fostering officer interaction with youth.
- CSI camp - This is a "crime scene investigation" day camp, scheduled to coincide with Spring Break, geared towards allowing interested youth to interact with investigations professionals and learn by performing numerous investigative processes.
- Christmas with a Cop - Select youth from our community are nominated and chosen to spend a day shopping for Holiday gifts for free, spending one on one time with a police officer. In addition to the shopping, officers assist in gift wrapping then play games and eat lunch with the participants.
- Explorers - The Taylor Police Department is a sponsoring agency of a Boy Scouts of America chartered local Explorer Scout Program - Teens learn about law enforcement practices and procedures, perform community service and assist in community events.
- Citizen's Police Academy - Since graduating from the Taylor Police Department Citizens' Police Academy in March 2011 students have begun having monthly meetings where they are discussing the possible creation of a formal Alumni Association to help support the Taylor Police Department.

- The graduates of the Citizen's Police Academy have assisted the Taylor Police Department with several events already. In August Taylor held National Night Out 2011. Graduates rode with officers, visited parties and assisted in taking photos of the event. They have also helped with several retirement and promotional ceremonies. Several graduates are scheduled to assist with upcoming events as well; Taylor Police Department Annual Awards Banquet, Flying Vikings and the Taylor Police Department/DEA Drug Take Back day.

~~Interagency Support Council's Children coordinator trained 350 day care workers about Shaken Baby, Brain Development and SIDS during the second quarter of 2011.~~

Priority Score: 38 Responsible Department: WCCHD, Interagency, Faith based Community, City Planning, Police

Number 6, Chapter 4, Land Use Time range: Medium

Objective L1: Provide suitable areas for a variety of residential types and densities.

Action L1.6 Establish new criteria for street and lot layout to achieve desirable neighborhoods that are pedestrian and park oriented.

Status:

The Downtown Neighborhood District was adopted to address, among other things, pedestrian access through the neighborhood. Bike and pedestrian pathways are being developed to help connect residential areas. The new Engineering Manual also addresses these design concerns. During early 2010 the city adopted the new "Park" zoning district which will help identify what uses will be allowed in this District.

CDBG funds were issued to the United Seniors of Taylor for completion of a sidewalk from the Senior Center to the Taylor Public Library during February, 2011.

Priority Score: 38 Responsible Department: City Planning, Engineering

Number 7, Chapter 4, Land Use Time range: Medium

Objective L1: Provide suitable areas for a variety of residential types and densities.

Action L1.7: Extend existing trail systems to create linear park linkages through new developments. Require inclusion of trails in the platting process through design and park dedication.

Status:

- During January 2012 the City applied for a Texas Parks and Wildlife in the amount of \$200,000 with \$50,000 local match to create an additional park trail that will connect Robinson Park along the east side of the creek to the trail existing to the north, as well as remove existing asphalt and place concrete for the South Bull Branch Park.
- The City is completing a new playscape area at the Regional Park through a Texas Park and Wildlife grant of \$75,000.
- Requiring trails in the platting process has not yet been addressed in the ordinance. Parkland dedication (5% of total development not in the floodplain) is required with residential development of 20 acres or more.
- The City extended trails through Bull Branch Park, Murphy Park, and Robinson Park with local and State grant funds, and continues to purchase land that may be used for the extension of the park trails within the City.

Priority Score: 38 Responsible Department: City Planning, TEDC

Number 23, Chapter 4, Land Use Time range: Medium

Objective L3: Provide viable retail, office and industrial areas that support opportunities for economic development.

Action L3.9: Review and monitor zoning and other development ordinances to achieve appropriate regulations and district designations to keep commercial areas viable, encourage redevelopment, and ensure quality new development.

Status:

The city recently adopted the new "Institutional" Zoning District to comply with the Institutional designations shown on the existing Future Land Use Plan. Several Institutional uses have recently been rezoned to this new designation. The "Downtown Neighborhood" zoning District was also adopted to encourage walkability and mixed-use activities, and one property owner has rezoned to DN to install an industrial home on their site. Another district that still needs to be adopted is the Gateway District, which will adopt standards for uses at the main gateway entrances to the city.

Priority Score: 39 Responsible Department: WCCHD, Interagency, Faith based Community, City - Police, Planning

Number 124, Chapter 10, Health and Human Services Time range: Medium

Objective T3: Create a "front door" entry and identity for the City.

Action T3.2: Require that major entry roads reflect the character of Taylor with landscaping, additional setbacks, preservation of existing trees and planting of additional trees.

Status:

These regulations are not yet included in the City's codes. TxDOT completed landscaping work within their right of way in the city's entry areas on US 79 and US 95. Code enforcement efforts

have been enhanced on the major thoroughfares. Additional landscaping policies are pending for the "Gateway Zoning" district. Taylor EDC president offered to assist the city in establishing a public-private Gateway Improvement District for beautification of the major gateways into Taylor, starting first with second street revitalization and SH-95.

Priority Score: 38 Responsible Department: City Planning, Engineering

Number 6, Chapter 4, Land Use Time range: Medium

Objective T4: Ensure adequate access and circulation within the City.

Action T4.2: Improve appearance and function of streets so that they are similar to Lake Drive through landscaping and sidewalks to increase “walkability” and access.

Status:

Sidewalks are required for all newly platted residential and commercial areas to increase walkability and access. West 2nd Street received funding for renovation and rehabilitation and will address, to some extent, these aesthetic issues. Newly platted areas will also be required to install new sidewalks or request to pay a “fee-in-lieu” when construction occurs on the property. A new park has recently been awarded a grant for playscape items, and a trailway will be included within this new park which will encourage walkability. The City is assessing pavement condition on all City streets as noted above.

Priority Score: 38 Responsible Department: WCCHD, Interagency, United Way, Faith Based Community, City Planning

Number 123, Chapter 10, Health and Human Services Time range: Medium

Objective HH4: Work with local organizations and providers to support services to meet food, clothing, shelter, transportation and other basic material needs.

Action HH4.3: Develop new and utilize existing partnerships to encourage effective, efficient community-based and community-delivered services using a combination of public, private, community and personal resources.

Status:

- Interagency Council is working on extending the opportunity for needy citizens to obtain emergency food and clothing. In the past, WCCHD has done ISD-based Youth Activity Weight and Nutrition (YAWN) surveys. Results are on the WCCHD website and the WCCHD epidemiologist may be able to provide additional data or resources for Taylor.
- The development of the Senior Resource Center where Meals on Wheels, Utilities Assistance and Food will be available to people in need will enhance the quality of life in Taylor. ~~The next YAWN surveys will coincide with the start of the 2010 school year.~~ Taylor ISD in association with Sodexo foods delivers food to economically stressed

families. Food is delivered every other Friday and is available to any family with children attending Taylor schools.

- A VISTA volunteer has been recruited by the Interagency Support Council with a nutrition background and will be developing a nutrition plan with Duck University to address some of the challenges of our families with limited resources for food. During 2009 the second Taylor Community garden was developed at Doak and Rio Grande thanks to the Interagency Support Council and Keep Taylor Beautiful as well as Duck University.
- ~~Nineteen families gardened at the new site and contributed 88 lbs of produce to the Senior Center in 2009. An herb garden was also designed and planted at the Taylor Senior Center in 2009 with monthly classes given on the creative ways to include herbs in your daily meals.~~
- During 2010 the City made available the City Hall Auditorium to provide lunch to the Legacy Early College High School Program, as well as the use of East 5th Street between North Main Street and Porter Street for four portable buildings for this program. The City Hall is still in use for this lunch program during 2012.
- The WILCO Wellness Alliance for East Williamson County ~~is being~~ has been formed. It is based off of the ACHIEVE program-(Action Communities for Health, Innovation, and EnVironmental change. The group brings together local leaders and stakeholders to build healthier communities ~~by promoting policy and environmental change strategies with a focus on obesity, diabetes, heart disease, healthy eating, physical activity, and preventing tobacco use.~~ The group consists of about 50 city leaders and organization representatives from area health care providers, schools, etc. WCCHD is leading the coalition. ~~This same initiative has been introduced and has become successful in Georgetown.~~
- Williamson County and Cities Health District (WCCHD), on behalf of the Wilco Wellness Alliance, was awarded \$500,000.
- The *Transforming Texas: Healthy People in Healthy Communities* grant is intended to improve the health and safety of communities by increasing access to care, integrating community prevention services and clinical services, and eliminating health disparities. Communities awarded the grant are required to address three strategic directions, which are aligned with Healthy People 2020: 1) tobacco free living, 2) active living and healthy eating, and 3) high impact, evidence-based clinical and other preventive services, specifically prevention and control of high blood pressure and high cholesterol.
- In Williamson County, *Transforming Texas* will be spearheaded by the WilCo Wellness Alliance. The Alliance was formed in 2009 when the County was designated as an Action Community for Health, Innovation, and Environmental Change (ACHIEVE) by the National Association of Chronic Disease Directors. The County has received other positive distinctions for its health including: Healthiest county in Texas in 2010 and 2011 by the County Health Rankings, as well as Silver recognition for Georgetown from the 2011 Heart and Stroke Healthy City Recognition Program.

Priority Score: 37 Responsible Department: City Planning, TEDC

Number 31, Chapter 4, Land Use Time range: Medium

Objective L3: Provide viable retail, office and industrial areas that support opportunities for economic development.

Action L3.8: Provide existing businesses economic development programs, incentives, and assistance for expansion and or relocation to areas designated on the Future Land Use Plan.

Status:

- TEDC and the City have policies to assist existing businesses.
- The City updated their Economic Development Incentives Guidelines in late 2008 that include policies that are incentives for new and local businesses.
- The TEDC, Chamber and the City assist with local business retention and expansion efforts via the newly formed "BR & E" partnership. Tracking software was purchased and interlocal agreements were approved between the Chamber and the City; and the Chamber and the TEDC.
- In late 2008, the City and The TEDC exchanged land to allow TEDC to develop another industrial park on an 87-acre tract of land. The TEDC also adopted Economic Development Incentives Guidelines in February 2010.
- In 2009, the TEDC secured a purchase-option contract on 139-acres to secure additional land if needed for larger-scale industrial prospects.
- The Blackland Prairie's restoration project was created as a biology-education and passive recreation center at the new Taylor Regional Park. In 2009, the TEDC worked with Temple College and TSTC to secure \$805,000 from the Legislature to establish an electro-mechanical training center to support existing and new industrial employers' needs.

Priority Score: 37 Responsible Department: City Planning

Number 47, Chapter 6, Transportation Time range: Long

Objective T3: Create a "front door" entry and identity for the City.

Action T3.1: Develop a design for city entrance signs and landscaping that reflect the character of Taylor.

Status:

- Designs for city entrance signs and landscaping are pending creation of the Gateway Zoning district.
- In Summer 2009, the city adopted the community brand "The Zest of Texas" and the Taylor Marketing Team began an internal and external marketing campaign to promote a better image of Taylor.

- Taylor EDC president offered to assist the city in establishing a public-private Gateway Improvement District for beautification of the major gateways into Taylor, starting first with second street revitalization and SH-95.

Priority Score: 36 Responsible Department: City Planning

Number 9, Chapter 4, Land Use Time range: Long

Objective L1: Provide suitable areas for a variety of residential types and densities.

Action L1.9: Require and/or install appropriate landscaping along major arterials and local streets. Develop requirements and list of approved plants and materials.

Status:

No action has taken place on this goal. The City's Landscaping Ordinance does cover most of the intent of this goal, but does not highlight the major corridors as opposed to any other part of the City. The Landscaping Plan contains a list of appropriate plants and trees for Taylor's climate, as well as a list of invasive or prohibited plants for Taylor.

Priority Score: 36 Responsible Department: WCCHD, Interagency

Number 107, Chapter 10, Health and Human Services Time range: Long

Objective HH2: Work with area providers so that health and human services are supported and delivered in an effective and efficient manner.

Action HH2.1: Establish a strategic planning committee to develop and review recommendations periodically on public accessibility to various health and human services facilities, to include effectiveness of the public transit system.

Status:

- Interagency Support Council encourages CARTs to bring folks to the senior center and allow them time to pick up a bag of groceries as well as participate in the Meal on Wheels program
- ~~CARTS has begun construction for a Transportation Terminal at West Second Street, which will allow for a small bus terminal, as well as an area to store CARTS buses, parking areas for bus users and a fueling station for their propane buses, which opened during September of 2011.~~
- A comprehensive steering committee has been formed in 2010 to develop a request to the Department of Aging and Disabled Services for funding a comprehensive Aging and Disabled Resource Center for Williamson and Bastrop Counties located in Taylor at the former Middle/High School.

~~Interagency Support Council updated the list of services available to families in Taylor in the Summer of 2011~~

Priority Score: 35 Responsible Department: City Planning, Habitat for Humanity, CHDO

Number 35, Chapter 5, Housing Time range: Long

Objective H3: Assist in the provision of new low-income rental and ownership units, and a variety of housing to meet the needs of Taylor's growing and changing population.

Action H3.2: Support the development of a volunteer home repair service for the elderly and disabled.

Status:

Habitat for Humanity began construction of single family homes during 2008 and continued into 2011. However, a volunteer driven effort to help repair homes is not yet available. The local Kiwanis Club occasionally installs ramps to homes for needy residents about once per quarter.

Priority Score: 34 Responsible Department: City Planning, Main Street, TEDC

Number 26, Chapter 4, Land Use Time range: Long

Objective L4: Preserve and enhance Downtown and Downtown Neighborhoods character and economic investment.

Action L4.3 Create a Community Development Corporations (CDCs), and Community Housing Development Organizations (CHODOs) to address redevelopment and new housing.

- The TEDC adopted an incentives policy to encourage historic property redevelopment and has awarded two façade grants under this program.

Status:

The City has formally created a Community Development Corporation (CDC) and appointed a Board for the organization to help with affordable housing, small business assistance/development, and neighborhood redevelopment.

Priority Score: 34 Responsible Department: City Planning, Building Inspections

Number 37, Chapter 5, Housing Time range: Long

Objective H4: Assist in the preservation and rehabilitation of historic housing units.

Action H4.1: Revisit the housing code regarding historic preservation and rehabilitation. Investigate the use of alternative or sub codes for rehabilitation of older buildings. Currently the cost to bring historic homes up to the current building code and to the codes of historic preservation make the investment too costly.

Status:

See Action H1.4 above.

Priority Score: 34 Responsible Department: WCCHD, Interagency

Number 106, Chapter 10, Health and Human Services Time range: Long

Objective HH2: Work with area providers so that health and human services are supported and delivered in an effective and efficient manner.

Action HH2.1: Establish a strategic planning committee to develop and review recommendations periodically on manpower and expertise of the labor force needed to meet current and projected health and human services needs.

Status:

See Action HH2.1 above.

Priority Score: 33 Responsible Department: City Planning

Number 34, Chapter 5, Housing Time range: Long

Objective H3: Assist in the provision of new low-income rental and ownership units, and a variety of housing to meet the needs of Taylor's growing and changing population.

Action H3.1: Provide appropriate land use designations, zoning if applicable, and development guidelines for a senior housing complex with independent living, assisted living and nursing home care for the aging population who are no longer able to care for their homes.

Status:

Specific future policies are pending. Main Street Commons will provide 75 units for senior citizens, which expects to begin construction this year. The Gardens of Taylor is the latest independent living facility for seniors within the Taylor area. During 2011 a new 75-unit senior housing facility is planned for North Main Street, with the applicant having received tax credits from TDHCA for this project. Other developers have evaluated Taylor as a good market for senior housing. During 2009 SPJST completed the addition of 36 units to their assisted living facility on Lakeview Drive, and the Gardens of Taylor provides 36 units for seniors.

Priority Score: 33 Responsible Department: City Planning, WCCHD, Interagency, Faith Based Community

Number 131, Chapter 10, Health and Human Services Time range: Long

Objective HH6: Work with local organizations to celebrate diversity through community activities and events that recognize different groups

Action HH6.5: Support community efforts that work toward achieving a diversity of ages, incomes, household types and sizes, and cultural backgrounds throughout the City of Taylor.

Status:

The City has not developed any formal policies to this effect. However, the Council has supported applications for Housing Tax Credits in the past for senior housing.

Priority Score: 33 Responsible Department: City Planning, WCCHD, Interagency, Faith Based Community

Number 132, Chapter 10, Health and Human Services Time range: None stated

Objective HH6: Work with local organizations to celebrate diversity through community activities and events that recognize different groups

Action HH6.6: Coordinate the planning effort to assess the need for a Community Health and Human Services Center which would include a senior citizen center.

Status:

The United Seniors of Taylor has opened a center to be used by Taylor senior citizens for the betterment of their lives by offering various activities, fellowship and learning experiences. Monies were received for repairs, renovation and furnishing of a local facility (the old Taylor Middle School) for this purpose See Objective HH2.1

Priority Score: 32 Responsible Department: TISD, Interagency, TCAT, WCCHD, City Planning

Number 108, Chapter 10, Health and Human Services Time range: Long

Objective HH3: Formalized planning relationship among the school district, Temple Community College, Williamson County, neighborhoods, and the City of Taylor by encouraging strong and continuing community and school relationships beyond the walls of facilities by utilizing the neighborhood as an educational resource.

Action HH3.1: Publicly recognize neighborhoods which have shown individual initiative to improve schools within their neighborhoods.

Status:

- No formal program has been developed to initiate Neighborhood Planning and consequently recognize neighborhoods for their efforts to improve their areas. However other efforts are underway. ~~The East Williamson County Interagency Council and Alcoa~~

~~during 2009 paid for student leadership and extra activities with community partners. This provides opportunities for~~

- The Duck University students in Taylor Independent School District's 21st Century Community Learning Center After School Program are able to improve reading, math, and science skills (The new TEA Grant expires May 2014).
- Gardens of Taylor, a low income senior citizen apartments, is providing training rooms for Duck Students and volunteers.
- The Interagency Support Council worked with Duck University to secure a partnership with Southwestern University to have their students come to Taylor weekly to develop more neighborhood involvement and this quarter a talent show was organized and neighborhood families participated. See HH2.1

Priority Score: 32 Responsible Department: City Planning

Number 109, Chapter 10, Health and Human Services Time range: Long

Objective HH3: Formalized planning relationships among the school district, Temple Community College, Williamson County, neighborhoods, and the City of Taylor by encouraging strong and continuing community and school relationships beyond the walls of facilities by utilizing the neighborhood as an educational resource.

Action HH3.2: Establish incentives which encourage neighborhoods to support their schools.

Status: Within its PTO Program, the TISD makes babysitting and food available.

Priority Score: 30 Responsible Department: City Planning, Engineering

Number 43, Chapter 6, Transportation Time range: Long

Objective T2: Explore alternative transportation modes that could be available to the residents of the City.

Action T2.1: Provide designated on and off street bike routes.

Status:

- Off-street pedestrian and bike trails ~~are being~~ have been developed through state grants (Safe Routes and STPMM).
- The city completed a fee in lieu of sidewalk construction application during 2009 to allow individuals who are required to build sidewalks to apply to pay a fee of \$3.00 (lowered from \$6.00) per square foot instead.
- No action has been taken to develop an updated policy or plan for on and off street bike routes ~~outside of~~ besides the Comprehensive Plan.
- A sidewalk plan will need to be developed in the near future to address how and where the sidewalk funds will be expended from the fee in lieu program.

Priority Score: 29 Responsible Department: City Planning, THA

Number 33, Chapter 5, Housing Time range: Long

Objective H2: Assist in the relocation of displaced tenants due to the demolition or renovation of rental housing.

Action H2.1: Work with non-profits, church and community groups to help provide assistance to displaced tenants by providing temporary shelter.

Status: Pending

Priority Score: 24 Responsible Department: City Planning

Number 38, Chapter 5, Housing Time range: Long

Objective H5: Encourage the development of new larger homes and high-end retirement developments in Taylor and its ETJ.

Action H5.1: Provide appropriate land use designations, zoning if applicable, and development guidelines for a new community for retirees, centered around a recreational facility. (Such a development is not dependent on the employment climate and could be sustained in the ETJ, while bringing more retail and support dollars to City businesses).

Status:

The City of Taylor adopted updated Economic Development Incentive Guidelines in August 2008 and updated it during late 2010 to encourage development of higher-end homes.

Acronyms

- | | |
|-------------|---|
| 1. BR & E - | Business Retention and Expansion |
| 2. CARTS - | Capitol Area Rural Transportation System |
| 3. CDBG - | Community Development Block Grant |
| 4. CDC - | Community Development Corporation |
| 5. CHDO - | Community Housing Development Organization |
| 6. CHEAD - | Community Health Education Social Services |
| 7. DN - | Downtown Neighborhood Zoning District |
| 8. ERCOT - | Electric Reliability Council of Texas |
| 9. ETJ - | Extra Territorial Jurisdiction |
| 10. EWCHC - | Eastern Williamson County Higher Education Center |
| 11. FAA - | Federal Aviation Administration |
| 12. GPS - | Global Positioning System |
| 13. HUD - | Department of Housing and Urban Development |
| 14. IBEC - | International Building Electric Code |
| 15. IPMC - | International Property Maintenance Code |
| 16. PTO | Parent – Teachers Organization |

17. RFP -	Request for Proposals
18. RPZ -	Reduced Pressure Zone
19. STPMM -	Surface Transportation Program Metro Mobility
20. TCAT-	Temple College at Taylor
21. TDHCA -	Texas Department of Housing and Community Affairs
22. TEA -	Texas Education Agency
23. TEDC -	Taylor Economic Development Corporation
24. THA -	Taylor Housing Authority
25. TISD -	Taylor Independent School District
26. TSTC -	Texas State Technical College
27. TxDOT -	Texas Department of Transportation
28. <u>UP-</u>	<u>Union Pacific Railroad</u>
29. VISTA -	Volunteers in Service to America
30. WBCO -	Williamson-Burnet County Opportunities
31. WCCHD -	Williamson County and Cities Health District
32. YMCA -	Young Men's Christian Association

Comprehensive Plan Actions Summary - April 2012

	Adopted	Mar-09	Apr-10	Sep-10	Mar-11	Oct-11	04/12/2012
Total Number of Actions	88						
Total Number of Actions Completed		28	1	4	1	2	1
Number of Actions Remaining		60	59	55	54	52	51
Number of Short Range Actions:	19						
Completed		9	0	0	0	0	1
In Progress		10	10	10	10	10	9
Pending/No Action		0	0	0	0	0	0
Number of Medium Range Actions:	26						
Completed		12	1	1	0	0	0
In Progress		13	12	12	12	12	12
Pending/No Action		1	1	0	0	0	0
Number of Long Range Actions:	22						
Completed		6	0	1	1	2	0
In Progress		16	15	14	13	12	12
Pending/No Action		0	1	1	1	1	1
Number of On Going Actions:	20						
Completed		1	0	2	0	0	0
In Progress		19	19	17	17	17	17
Pending/No Action		0	0	0	0	0	0

88

28

1

4

1

2

1

Total

37

51

10

9

0

14

12

0

10

12

0

3

17

0



***City Council Meeting
April 12, 2012
Agenda Item Transmittal***

Agenda Item #: 3
Agenda Title: Proclamation of April as Fair Housing Month
Council Action to be taken: Mayor will present Proclamation
Initiating Department: City Administration
Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

To proclaim April, 2012 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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

3a. [Proclamation](#)

Proclamation

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 policy, but a fundamental human entitlement for all Americans; and

WHEREAS, by recognizing the anniversary of the National Fair Housing Law during the month of April provides an opportunity for us to recognize that the goal of equal housing opportunities can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, the City Council does hereby proclaim April as Fair Housing Month in the City of Taylor and supports the Fair Housing law.

PROCLAIMED this the 12th day of April, 2012.

Don Hill, Mayor



***City Council Meeting
April 12, 2012
Agenda Item Transmittal***

Agenda Item #: 4
Agenda Title: Conduct Public Hearing and consider introducing Ordinance 2012-11 to rezone Lots 1, 2, 13 and 14 in the John O. Baker Subdivision from MH Manufactured Housing to BP-2 Business Park 2.

Council Action to be taken: Conduct Public Hearing and introduce Ordinance 2012-11

Initiating Department: Planning and Development

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

The purpose of this item is to Conduct a Public Hearing and consider introducing Ordinance 2012-11 to rezone Lots 1, 2, 13 and 14 in the John O. Baker Subdivision from MH Manufactured Housing to BP-2 Business Park 2.

2. DESCRIPTION/ JUSTIFICATION

Location and Acres of the Property

3100 Block of an unnamed street directly north of Davita Dialysis Center, 3100 W 2nd St Block 4, Lots 1, 2, 13 and 14, John O. Baker Subdivision

Property Owner & Applicant

David Cersonsky, Highway 79 Development

Applicant's intentions for the property (development objective)

Placement of a structure for a vodka distillery

Existing Zoning

M-H, Manufactured Housing

Previous Zoning History

Unknown

Proposed Zoning

BP-2, Business Park 2

Future Land Use Map

The Future Land Use Map designates this area Public (mapping error)

Current Use of Property

Vacant

Surrounding Property: Zoning and land use

North: M-H, vacant

South: B-1, Dialysis Office

East: M-1, Airport

West: M-H, vacant

Existing Thoroughfares (type and size)

None

The City's Thoroughfare Plan

N/A

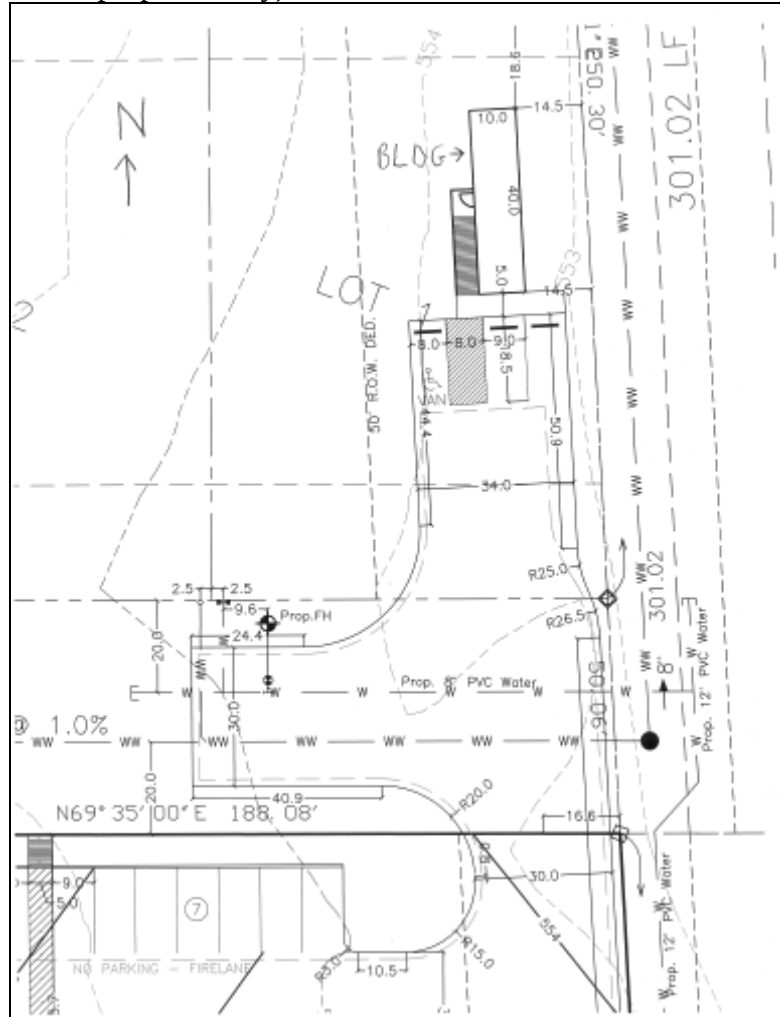
Traffic Impact Analysis

Waiver requested by the applicant

Platting Information

Platted – John O. Baker Subdivision, platting occurred during 1959

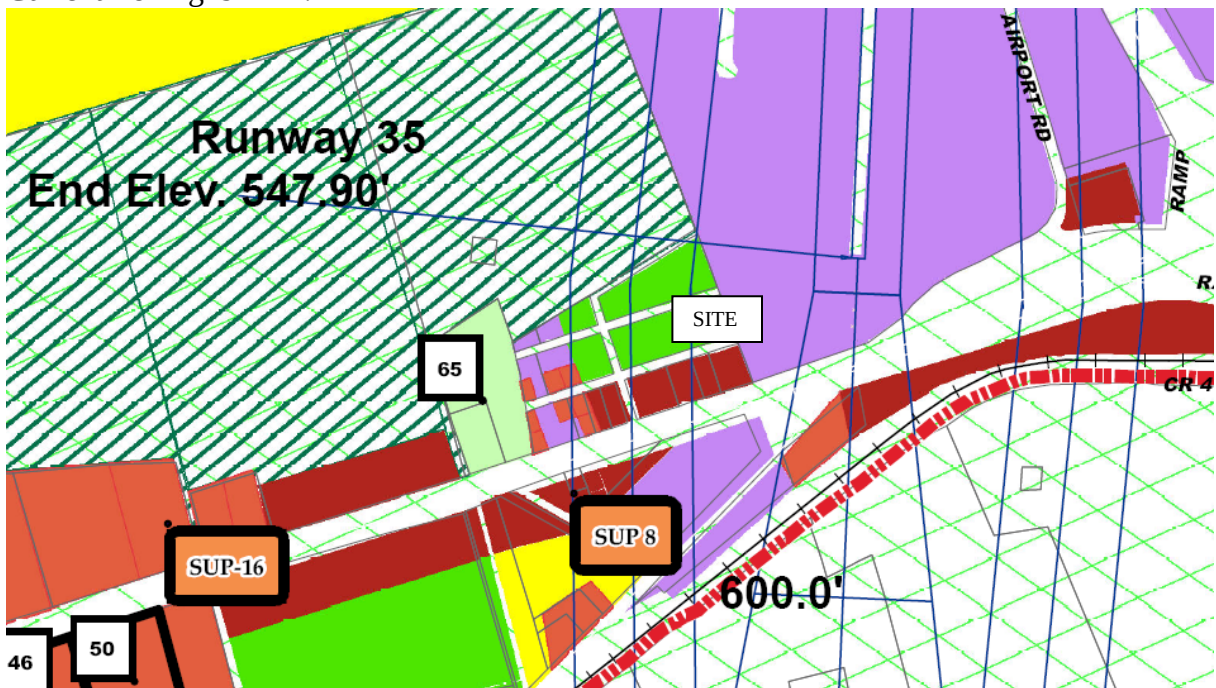
Site Plan (for rezone purposes only):



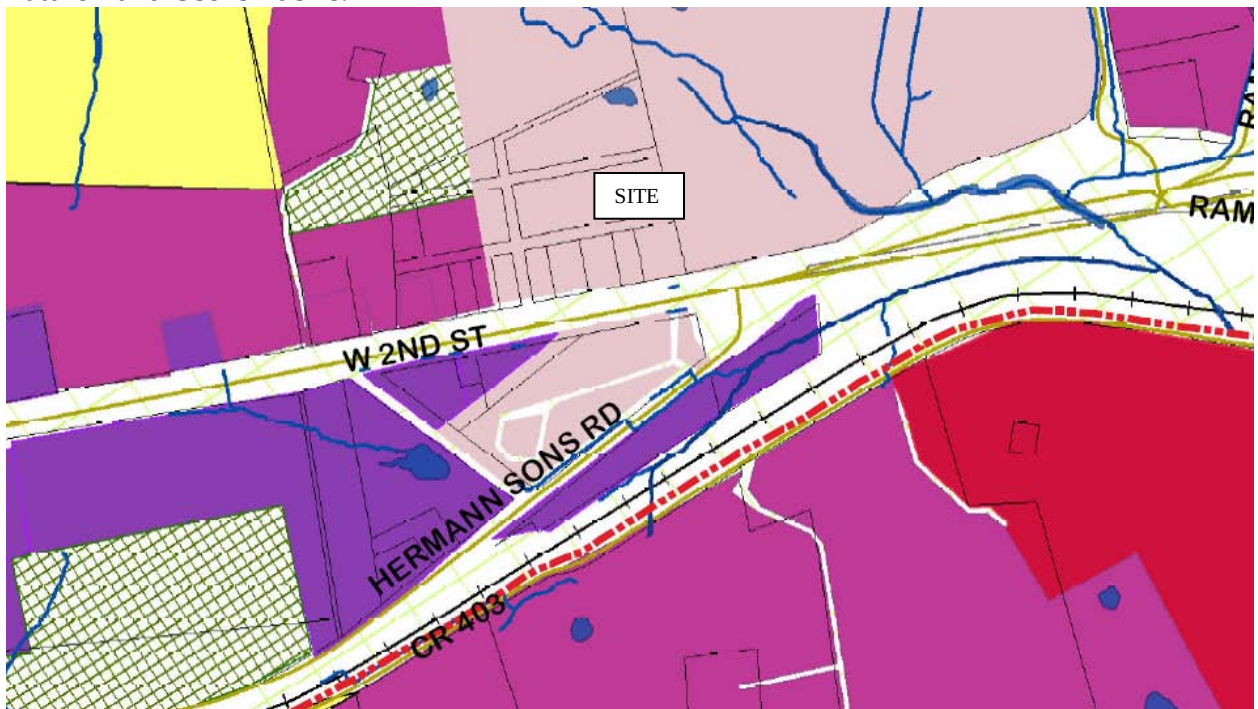
Site Photo:



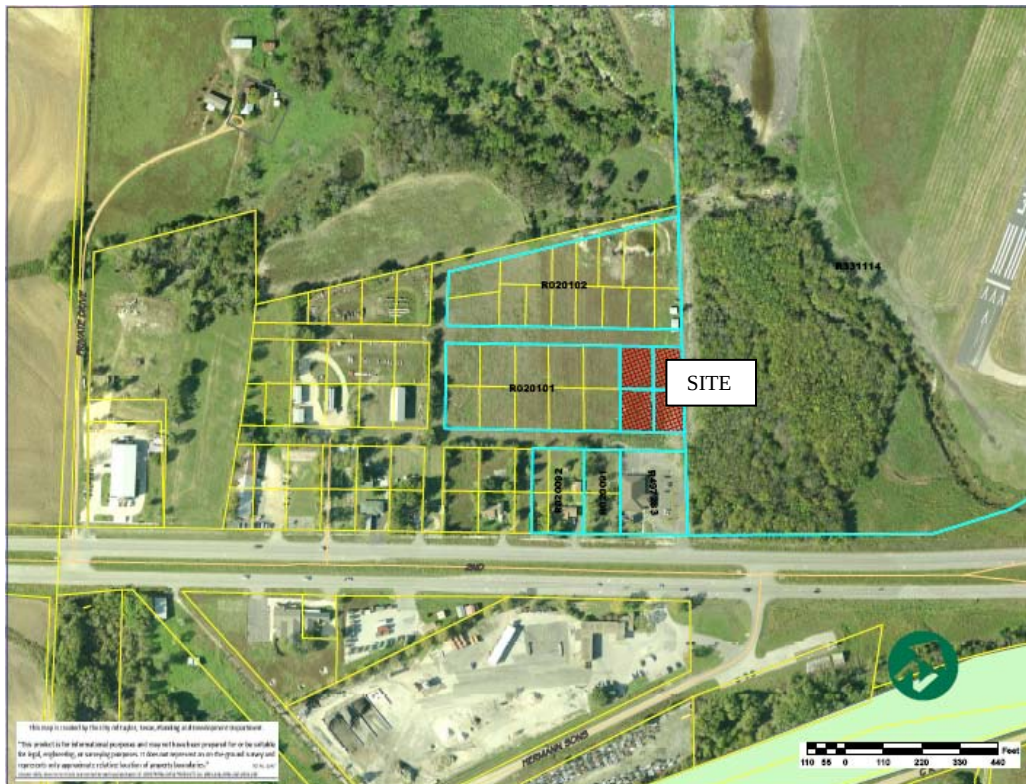
Current Zoning is M-H:



Future Land Use is Public:



Aerial Photo:



3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

N/A

5. RECOMMENDATION

The Planning and Zoning Commission recommended approval for this rezone at their regular meeting on March 13, 2012.

6. REFERENCE FILES

4a. [Ordinance 2012-11](#)

ORDINANCE NO. 2012-11

AN ORDINANCE REZONING PROPERTY LOCATED ON AN UNNAMED STREET IN THE JOHN O. BAKER SUBDIVISION, FROM M-H, MANUFACTURED HOUSING, TO BP-2, BUSINESS PARK 2: AND PROVIDING A SAVINGS CLAUSE

WHEREAS, notices for the proposed rezoning were published in accordance with the Zoning Ordinance and the request referred to the Planning and Zoning Commission.

WHEREAS, Highway 79 Development, property owner, requested a rezone of property located on an unnamed street in the John O. Baker Subdivision directly north of the Davita Dialysis Center at 3100 West Second Street, also described as Block 4, Lots 1, 2, 13 and 14, John O. Baker Subdivision. That after a public hearing held by the Planning and Zoning Commission on March 13, 2012, the Planning and Zoning Commission voted to recommend a rezone from M-H to BP-2 on said property.

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

1.0 That after public hearing held on April 12, 2012 before the City Council of the City of Taylor for the purpose of considering an application submitted by Highway 79 Development to rezone property located along an unnamed street in the John O. Baker Subdivision, also described as Block 4, Lots 1, 2, 13 and 14, John O. Baker Subdivision, from M-H to BP-2, is hereby granted to Highway 79 Development for the property described.

2.0 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 here of, as if copied herein verbatim.

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

4.0 In accordance with Article 8, of the City Charter, Ordinance No. 2012-11 was introduced before the City Council on the 12th day of April, 2012.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2012.

Don Hill, Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted Hejl, City Attorney



City Council Meeting April 12, 2012 Agenda Item Transmittal

Agenda Item #: 5
Agenda Title: Consider introducing Ordinance 2012-13 to open the 30-day comment period regarding the renaming of CR 400 to Palomino Trail within the City of Taylor, and setting a public hearing date.

Council Action to be taken: Consider Introduction of the Ordinance and setting public hearing date

Initiating Department: Planning and Development

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

Consider introducing Ordinance 2012-13 for renaming CR 400 to Palomino trail within the City, and set the public hearing date for May 24, 2012.

2. DESCRIPTION/ JUSTIFICATION

CR 400 was annexed into the City of Taylor during late 2010. Palomino Trail was recommended by staff at a recent Development Review Committee meeting. The name may be appropriate for this road since it is in close proximity to the Charlie Horse Equestrian Center.

The property owners along the existing CR 400 will be mailed a notice of the name change proposed and to solicit their input. In addition, street naming process will be posted on the City's web site and an advertisement will be placed in the Taylor Daily Press. Persons interested in the process are encouraged to suggest names and participate in the street naming process.

3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

A 30-day comment period will be allowed to receive input for street names.

5. RECOMMENDATION

Introduce Ordinance 2012-13 to begin the 30 day comment period for naming certain streets within Taylor, and set May 24, 2012 for the public hearing date.

6. REFERENCE FILES

5a. [Ordinance 2012-13 with maps](#)

ORDINANCE NO. 2012-13

“AN ORDINANCE PROVIDING FOR THE RE-NAMING OF CR 400 TO PALOMINO TRAIL; PROVIDING FOR A PUBLIC HEARING; PROVIDING A REPEALING CLAUSE; AND PROVIDING A SEVERABILITY CLAUSE”

WHEREAS, it is the desire of the City Council of the City of Taylor, Texas to rename CR 400 to Palomino Trail; and

WHEREAS, a 30-day comment period will begin on April 13, 2012 to receive comments from citizens and property owners regarding naming of these streets; and

WHEREAS, the City Council held a public hearing on May 24, 2012 to receive citizen comment on this action; and

WHEREAS, the City of Taylor provided notice for this action in the newspaper, on the web site, and mailed to property owners adjacent to the streets to be named:

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

SECTION 1.0 That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2.0 The City Council hereby renames CR 400 to Palomino Trail as shown on Exhibit A.

SECTION 3.0 All other ordinances; parts of ordinances or resolutions in conflict with this Ordinance are hereby repealed to the extent of any such conflict.

SECTION 4.0 If any portion of the Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

SECTION 6.0 In accordance with Article 8 of the City Charter, Ordinance No. 2012-12 was introduced before the City Council on the 12th day of April, 2012.

PASSED, APPROVED, and ADOPTED on the 24th day of May, 2012.

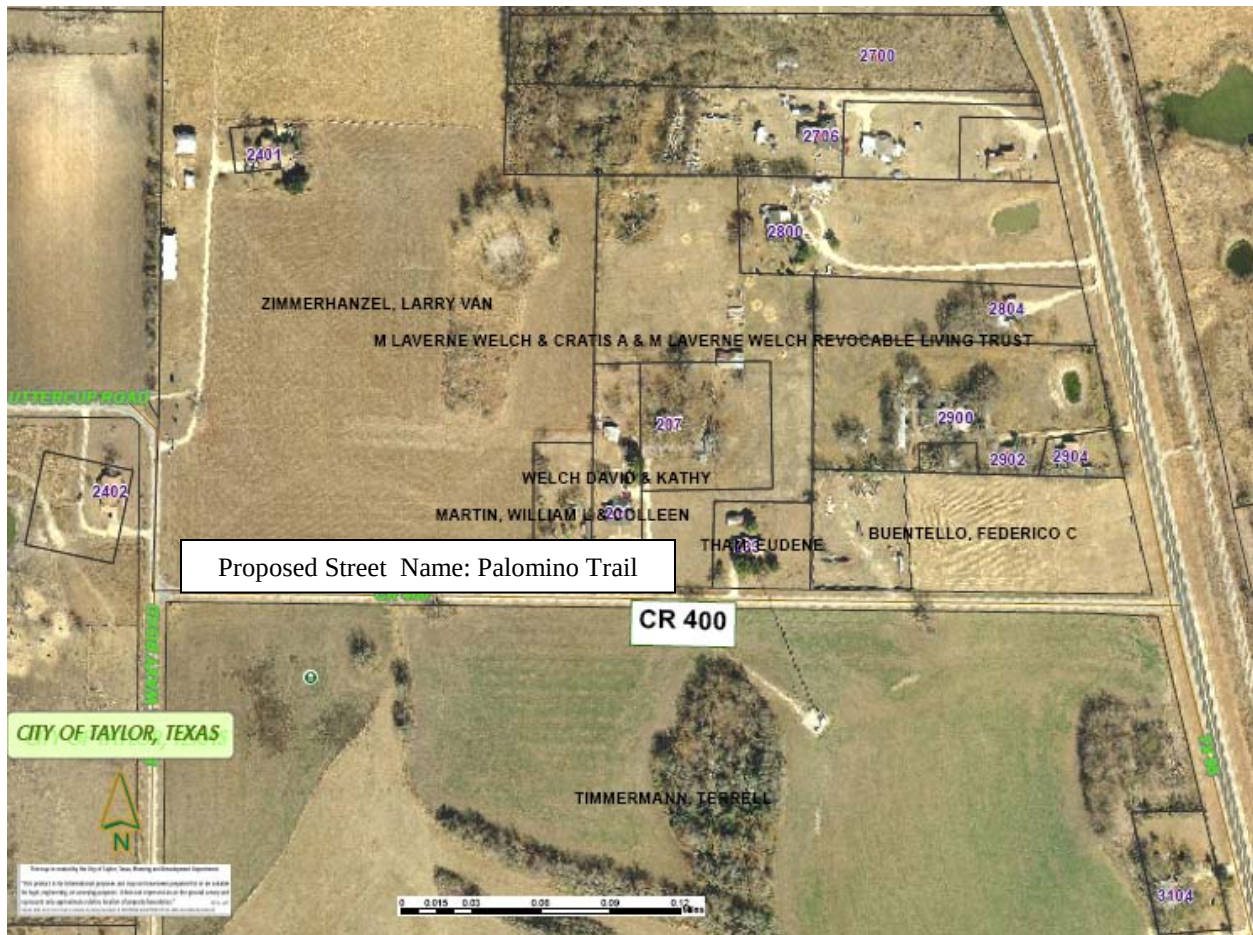
Don Hill, Mayor

ATTEST:

Susan Brock, City Clerk

EXHIBIT A
Streets to be named or renamed

CR 400 name proposed is Palomino Trail:





City Council Meeting
April 12, 2012
Agenda Item Transmittal

Agenda Item #: 6
Agenda Title: Update from Taylor Conservation and Heritage Society regarding the Old City Hall property.

Council Action to be taken: Receive informational report.

Initiating Department: City Council

Staff Contact:

1. INTRODUCTION/PURPOSE

Council discussed the disposition of the Old City Hall at an August 25, 2011 Council Meeting. In response to a request from members of the TCHS for more time to seek alternative funding, Council agreed to grant an extension and delay any action for one year with specific direction to the TCHS to bring back an action plan and finance options by March, 2012.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Receive report.

6. REFERENCE FILES

6a. [Minutes, August 25, 2011.](#)

The City Council of the City of Taylor met in a special meeting on August 25, 2011, at City Hall, 400 Porter St., Taylor, Texas. Noting the absence of Council Member Osborn, Mayor Hill declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Council Member Jesse Ancira
Council Member Chris Gonzales
Council Member John McDonald

City Manager, Jim D. Dunaway
Assistant City Manager, Jeff Straub
City Attorney, Ted Hejl

INVOCATION

Mr. Straub led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

Mr. Lonnie Zycha and Ms. Dana Moehnke addressed the council regarding a request to extend any decision on the old city hall for at least one year giving their group(s) an opportunity to develop a plan and seek alternative funding options.

CONSENT AGENDA

1. APPROVE MINUTES AUGUST 11, 2011.
2. CONCUR WITH PRELIMINARY FINANCIALS FOR JULY, 2011.

Council Member Gonzales moved to approve the consent agenda as presented and Council Member McDonald seconded the motion. VOTE: Four voted AYE.
Motion passed.

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

3. CONSIDER ISSUES RELATED TO THE OLD CITY HALL INCLUDING RESOLUTION R11-21 CALLING A BOND ELECTION FOR NOVEMBER, 2011.

Mr. Dunaway presented an update on this item since it was first discussed at the July 28th council meeting. Staff was asked to have the ballot language be more specific as to the actual site referenced for the location of the building if the option was for new construction. Since that meeting, a letter of intent was submitted by the Taylor Conservation and Heritage Society requesting an opportunity to seek alternative funding with regards to saving the Old City Hall.

Council Member Gonzales moved to grant a 12 month extension to the Taylor Conservation and Heritage group until September 1, 2012 and to present an action plan with financial options to Council by March 1. Council Member Ancira seconded the motion. VOTE: Four voted AYE. Motion passed.

4. CONSIDER AGREEMENT WITH THE TAYLOR CHAMBER OF COMMERCE.
Mr. Straub presented a request to consider renewing the annual agreement with the Taylor Chamber of Commerce for Hotel/Motel taxes collected by the city. The contract allows the chamber to receive seventy-five (75) percent of monies collected and not to exceed a total of \$60,000 annually.

Council Member McDonald moved to approve renewal of the agreement as presented and Council Member Gonzales seconded the motion. VOTE: Four voted AYE. Motion passed.

(The following agenda items were taken out of order to accommodate the late arrival of Council Member Osborn.)

8. CONSIDER CONTRACT AGREEMENT WITH LINCOLN NATIONAL LIFE FOR LONG TERM DISABILITY PLAN.

Ms. Starla Hall, Director of Human Resources, presented a request to consider awarding a contract to Lincoln National Life for Long Term Disability Plan benefits. The current provider, Assurant, submitted a renewal rate with a 35% increase. The BeneTex Group requested quotes from two additional firms and came back with a recommendation to award the contract to Lincoln National Life. The end result would be an actual reduction in rates for the same level of services and guaranteed for a three year period.

Council Member Gonzales moved to approve the contract agreement with Lincoln National Life as presented and Council Member McDonald seconded the motion. VOTE: Four voted Aye. Motion passed.

9. CONSIDER AWARDING BID FOR EMPLOYEE HEALTH INSURANCE PLAN.

Ms. Hall presented a request to consider selecting a new employee health insurance provider due to a 35% increase in rates proposed by our current provider, Scott & White. Based on the results of a request for bids and in an effort to minimize the impact on staff, Ms. Hall recommended awarding the contract to Blue Cross and Blue Shield with a minimal impact on staff monthly premiums.

Council Member Ancira moved to award the bid for employee health insurance to Blue Cross and Blue Shield as presented and Council Member McDonald seconded the motion. VOTE: Four voted AYE. Motion passed.

10. CONSIDER INTERLOCAL AGREEMENT WITH THE TAYLOR INDEPENDENT SCHOOL DISTRICT (TISD) FOR TRAFFIC CONTROL IMPROVEMENTS AT T.H. JOHNSON ELEMENTARY AND PASEMANN ELEMENTARY SCHOOLS.

Mr. Dunaway presented a request to approve an interlocal agreement that allows the Taylor Independent School District to provide payment to the City for services and improvements already completed at the entrances to T. H. Johnson and Pasemann Elementary Schools. The project timeline was critical and needed to be completed prior to the beginning of the school year.

Council Member McDonald moved to approve the agreement as presented and Council Member Gonzales seconded the motion. VOTE: Four voted AYE. Motion passed.

11. CONSIDER ECONOMIC DEVELOPMENT AGREEMENT WITH CLARK TRAVEL.

Mr. Bob van Til, Director of Community Development, presented a request to consider entering into an economic development agreement with Clark Travel providing property tax rebate incentives. The agreement guarantees a 50% reimbursement of

property taxes to the company over ten years providing that the company maintains a predetermined property value during the terms of the contract. Ms. Victoria Clark, Vice President of Clark Travel, expressed her appreciation to Council and staff for their assistance in relocating her business and their willingness to work through the process.

Council Member McDonald moved to approve the agreement as presented and Council Member Gonzales seconded the motion. VOTE: Four voted AYE. Motion passed.

(Council Member Osborn joined the meeting at 7:24 pm during the discussion of the next agenda item.)

12. CONSIDER AN AGREEMENT WITH THE TAYLOR ECONOMIC DEVELOPMENT CORPORATION FOR THE EXTENSION OF WASTE WATER FACILITIES.

Mr. van Til presented a request to consider approving an agreement between the Taylor Economic Development Corporation (TEDC) and Clark Travel for wastewater facilities. The agreement proposes that the City and the TEDC will pay for these improvements with the TEDC agreeing to pay 50% or up to \$115,000 of the cost to extend sanitary sewer services to the business.

Council Member Gonzales moved to approve the agreement as presented and Council Member McDonald seconded the motion. VOTE: Five voted AYE. Motion passed.

5. CONSIDER INTRODUCING ORDINANCE 2011-24 ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2011/2012, EXCLUDING "CONTRIBUTIONS TO CIVIC PROGRAMS".

Ms. Rosemarie Dennis, Finance Director, presented a request to formally introduce an ordinance to adopt the annual budget for the 2011/2012 fiscal year, excluding Contributions to Civic Programs. Removing the Contributions is necessary to allow the Mayor and Council Member Ancira to participate in approving the budget.

With no further discussion, Mayor Hill asked Mr. Hejl to introduce the ordinance and read the caption.

ORDINANCE NO. 2011-24

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR THE CITY OF TAYLOR, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012.

(Mayor Hill and Council Member Ancira recused themselves from discussion on the next item due to conflict of interests.)

6. CONSIDER CONTRIBUTIONS TO CIVIC PROGRAMS INCLUDED IN ORDINANCE 2011-24.

Ms. Dennis presented a list of programs the city has included in the proposed budget. Mayor Hill is employed by the firm of CARTS and Council Member Ancira serves on the board of directors for the Literacy Council of Williamson County and, as a result, recused themselves from this discussion.

Council Member McDonald moved to approve the contributions as presented and Council Member Osborn seconded the motion. VOTE: Three voted AYE. Motion passed.

(Mayor Hill and Council Member Ancira rejoined the meeting after the vote.)

7. CONSIDER INTRODUCING ORDINANCE 2011-25 FIXING AND LEVYING AD VALOREM TAX RATE FOR TAX YEAR 2011/2012.

Ms. Dennis presented a request to formally introduce the ordinance fixing and levying the ad valorem tax rate for the fiscal year 2011/2012. The ordinance includes the proposed rate of 0.813893, which is the same as this year and reflects no increase in the ad valorem tax rate for the upcoming year. It was announced that “no vote will be taken at this meeting” and “the adoption of the budget, tax rate and contributions to civic programs will be voted on September 8, 2011 at 6:00 p.m. at a meeting to be held at 400 Porter Street, Taylor, Texas, in the City Council chambers.”

With no further discussion, Mayor Hill asked Mr. Hejl to introduce the ordinance and read the caption.

ORDINANCE NO. 2011-25

AN ORDINANCE LEVYING TAXES FOR THE MAINTENANCE AND OPERATION OF THE MUNICIPAL GOVERNMENT OF THE CITY OF TAYLOR, TEXAS, AND PROVIDING FOR THE INTEREST AND SINKING FUND FOR THE FISCAL YEAR 2011/12.

13. CONSIDER INTRODUCING ORDINANCE 2011-27 FOR POLICE OFFICER AND FIRE FIGHTER ASSIGNMENT PAY.

Mr. Straub presented a request to formally introduce an ordinance that allows the city to continue to provide assignment pay for police officers and fire fighters. This action is required annually and costs have already been included in the proposed budget.

With no further discussion, Mayor Hill asked Mr. Hejl to introduce the ordinance and read the caption.

ORDINANCE NO. 2011-27

AN ORDINANCE CREATING “ASSIGNMENT PAY” FOR CERTAIN ASSIGNMENTS WITHIN THE FIRE AND POLICE DEPARTMENTS; SENIORITY PAY” IN THE POLICE DEPARTMENT; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE AND AN EXPIRATION DATE FOR THIS ORDINANCE.

14. EXECUTIVE SESSION. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, in accordance with the authority contained in Section 551.072 in order to deliberate regarding acquisition of real property.

- Taylor Volunteer Fire Department land located adjacent to City of Taylor Fire Station on Carlos Parker Blvd.

15. CONSIDER ACTION FROM EXECUTIVE SESSION.

No Executive Session was held.

ADJOURN

With no further business; Mayor Hill adjourned the meeting at 7:40 p.m.

Don Hill, Mayor

ATTEST:

Susan Brock, City Clerk

Council Members and City Staff
400 Porter Street
Taylor, TX 76574

April 8th, 2012

Re: Progress report from the 1935 City Hall Committee

Dear Council members and City staff,

We are pleased to have the opportunity to discuss the status of our progress towards saving our beloved 1935 City Hall. I want to thank the council and the city for allowing us the year to develop the goals and plans to save the structure. As you are aware, this structure stands at a focal point in our city, at the helm of our historic downtown. We believe that restoring this building and historic Main Street, will increase growth and sales tax revenue over the next several years. Properly constructed and marketed, the 1935 City Hall can bring visitors downtown and be at the forefront of our revitalization plan.

The attached progress report outlines the 1935 City Hall Committee's status on the project. In the progress report, we include details about the intended use of the building, description of the work by the committee, progress and our overall appraisal of the project.

We are confident in our ability to reach important goals and to save the building from demolition. The building has stood unused for many years. There must be an important reason the structure has been spared its life this long and we believe it still has a purpose in Taylor.

Sincerely,



Christina Davis
President TCHS, Chairwoman of the Taylor Main Street Board and member of
1935 City Hall Committee

Attached: Progress Report

Progress Report: 1935 City Hall

As you are aware, your council gave us one year to come up with a plan to save the 1935 City hall and find alternate funding. The Taylor Conservation and Heritage Society helped form the committee with our members, some members of the Main Street program, business owners and other prominent citizens of Taylor. The following is a progress report on the project.

A. 1935 City Hall Committee Formed

- a. Sub-committees were formed.
- b. Group began brainstorming ideas and out of the box solutions
- c. Committee members began working on outline of ideas and suggestions
- d. Committee members were assigned tasks
- e. David Wolbrueck appointed Chairman of 1935 City Hall Committee
- f. Committee met every 2 weeks and sub-committees more often
- g. Members recruited

B. Intended Use of the Building

- a. Museum of Taylor's History
- b. Visitor center
- c. Restrooms
- d. Main Street Program
- e. City and non-profit meetings

C. Research

- a. Extensive research done at Taylor Library and Taylor Daily Press
- b. Researched grants and funding opportunities.
- c. Received and researched grant information from Debbie Lannen Main Street Manager
- d. Hundreds of internet sites researched for how other groups saved Historical buildings and what individual cities chose to do.
- e. A few architects contacted us on structure and lower cost estimates
- f. Talked with National Main Street Program
- g. Reviewed options with Texas Historical Commission
- h. Many Main Street Managers in Texas contacted
- i. Original Save City Hall grant located at City Hall that was written for City by Rosemary Hauser and Shelly Hargrove.
- j. Rosemary Hauser contacted for help on new grant and she gave us list of ideas for saving the building.
- k. Some members met with John Hughes, John is an independent contractor that has done many restorations. We asked his opinion and for suggestions. He believes the building can be saved and agrees that the structure should be secured very soon.

- l. Discussed and looked into legal aspects of setting up a separate fund for 1935 City Hall Fund. This was implemented.
- m. Word went out to friends, family and associates on saving 1935 City Hall
- n. University of Texas Architecture Department contacted
- o. Some members joined National Historic Preservation Society and have been using the bi-monthly magazine for resources
- p. Various University of Texas offices contacted on grant writers

D. Public Relations

- a. An informative fly/handout was created about reasons to save '1935 City Hall, which was passed out during homecoming and 2011 Christmas Home Tour, also a survey was handed out at 4th of July event in Murphy Park
- b. Members of TCHC spoke with Main Street Board and the importance of saving this City Hall
- c. Have included Main Street Manager Debbie Lannen in our committee meetings
- d. There have been continual updates given to the Main Street Board
- e. The majority of the Main Street board is now for saving our 1935 City hall, with only 2 members neutral
- f. Members met with Jason Ford, President of the EDC. He was supportive and is still very much open to the idea of sharing an office with the Main Street Program in the future, along with a visitor center
- g. A Facebook page was created titled Connect to 1935 City Hall(Landmark) and a Facebook profile/friend page titled Connect To
- h. Membership recruit letter sent out for 2012 membership to TCHS, with information on saving 1935 City Hall. Letters also sent out via electronic mail
- i. Met with Williamson County Historical Commission and Williamson County Museum Director
- j. Wrote to all City Council members asking to save 1935 City Hall.
- k. Nell Steger hosted a Chit Chat event at her home, to discuss Saving 1935 City Hall and joining the efforts. Also on joining TCHS as a member
- l. We have the full support of the Williamson County Historical Commission, as well as the Williamson County Museum wanting to partner with us. The Texas Historical commission is 100% for our effort. As well as the Georgetown Main Street Program.
- m. The Williamson County Historical Commission has agreed to assist us in fundraisers
- n. The UT School of Agriculture students have agreed to assist in the project
- o. The Taylor Art Guild is in full support of saving the 1935 City Hall
- p. Many downtown businesses are in support of the project, as well as Taylor Citizens.

E. Funding

- a. 1/3 of proceeds from the Christmas Home Tour went toward 1935 City Hall Fund.
- b. Part of 2012 membership dues going towards 1935 City Hall
- c. Several possible grant possibilities have recently come to our attention, that if achieved can bring in 300,000.
- d. Several big fundraisers being planned and will have in next few months to bring in thousands of dollars.
- e. Donations set-up on our TCHS website, where electronic donations can be made
- f. Working on a possible lead of resource of funds that could bring in \$250,000 to the project
- g. TCHS working on creating Foundation so individuals can bequeath money to our cause for 1935 City Hall and other historic structures.
- h. TCHS is helping fund a TAG Art competition, which will help beautify the 1935 City Hall at this time.
- i. Williamson County Historical Commission allowing us to be part of a fundraiser with them in the Sun City Community
- j. Possible private donor considering contributing large contribution of funds
- k. Plans for a Zest Fest booth to raise funds
- l. One of the Historical Commissions is helping us with new fundraising efforts and allowing us use of 2,000 of their contacts.

Overall Appraisal

The project has come together nicely and looks like now gaining momentum. It was at first a slow start, as the research portion took hours of time for many of us. There was a learning curve. But now with the path we are on, we feel we can reach goals and do so more efficiently. We have more organizations being contacted and joining us for support every day, as well as new funding sources, that will contribute to the project. We want to thank the City Council, City of Taylor staff, the Organizations behind us and the citizens of Taylor for their support.



City Council Meeting April 12, 2012 Agenda Item Transmittal

Agenda Item #: 7

Agenda Title: Consider amending Personnel Policy Section 3.11 Official Work Period for Fire Department.

Council Action to be taken: Approve or Deny

Initiating Department: Human Resources

Staff Contact: Starla Hall, Human Resources Director

1. INTRODUCTION/PURPOSE

The purpose of this item on the agenda is to revise Section 3.11 Official Work Period for the Fire Department changing from a 28 day work period to a 14 day work period.

2. DESCRIPTION/ JUSTIFICATION

Currently under Section 3.11.2, a fire department employee is paid a work period salary based on 13.071 pay periods in a year. A firefighter works either 216 or 240 hours in a 28 day work cycle and because of this, has two hourly rates. Hours worked over 212 are considered overtime and is paid one-half his work period hourly rate for all scheduled hours worked that being either 4 or 28 hours. For all non-scheduled overtime, a Firefighter will be paid time and one half the work period hourly rates. The Fair Labor Standards Act (FLSA) does allow a fire department to choose a 7 to 28 day work period. Because of the complex calculation, Chief Ekiss would like to simplify the work period and make it more in line with the National Standard and change to a 14 day work period which would allow the employee to have one hourly rate. All hours worked over 106 in the 14 day period would be paid at one and one-half times the regular hourly rate of pay. By decreasing the work period from a 28 day to a 14 day period, it will make it easier for the department to manage time off. This change would also help the employees understand how their pay is calculated.

The Fire department conducted a survey of surrounding cities and found that 7 out of 12 cities are on a 14 day work period cycle. One city was on a 15 day work period, two cities were on a 21 day work period, and two were on the 28 day work period. Last week in the Connect News, we found out that the City of Temple is proposing a change from a 28 day work period to a 14 day work period. I contacted the City of Temple but have not heard back from them at this time.

3. FINANCIAL/BUDGET

There will be a financial impact on the City's budget regarding this action. The Finance department calculated two pay periods calculating the current way and the proposed way and it resulted in an increase of \$530.86 for the month. Finance is proposing that these changes go into effect beginning on April 23rd which would be paid out on May 11th paycheck.

4. TIMELINE CONSIDERATIONS

It is recommended by the Finance Department to start on the pay period beginning April 23rd. The increase in payroll would only affect 5 months of the current budget.

5. RECOMMENDATION

Staff is respectfully asking that the City Council approve this change to Section 3.11 of the personnel policies. Chief Ekiss has been reorganizing the department and this is the next step in his streamline process.

6. REFERENCE FILES

7a. 3.11 "[Official Work Period and Schedules-Fire](#)"

3.11 OFFICIAL WORK PERIOD AND SCHEDULES - FIRE

The Fire Chief or his designee sets the work schedule for fire personnel and their assignments.

~~3.11.1 In accordance with the exception allowable under the Fair Labor Standards Act (FLSA) and the Texas Local Government Code, the official work period consists of 28 days, with each shift consisting of 24 hours.~~

3.11.1 Pursuant to Section 207(k) of the Fair Labor Standards Act and 29 C.F.R. Part 553, the declared work period for firefighters is 14 days, with each shift consisting of 24 hours. The work period starts on a Monday at 7:00 a.m. and ends on the following Monday 14 days later at 6:59 a.m.

~~3.11.2 Fire Department employees are paid on the basis of a work period salary, established by the City Council. The work period salary is intended to cover all regular and scheduled overtime hours worked during the 28-day work period. There are two biweekly pay periods in each 28-day work period. For the first 14 days of the work period, each firefighter is paid for all hours worked. At the end of the second 14 days, which is the end of the 28-day work period, each employee is paid for all hours worked during the second 14 days and will be paid for all overtime hours worked in excess of 212 hours. Each firefighter is paid one-half his work period hourly rate for all scheduled hours worked in excess of 212 during the 28-day work period. A firefighter will be paid time and one-half his/her work period hourly rate for all non-scheduled overtime. Vacation and sick leave will not be counted as hours worked when calculating total hours worked in a work period. Holiday leave will be counted as hours worked.~~

3.11.2 Firefighters will be paid according to a 14 day work period. Hours worked over 106 in the 14 day work period will be considered overtime and will be paid at one and one-half times the regular rate of pay. Paid vacation, sick leave, compensatory leave, P.A.I.D leave, emergency leave, military leave, civil leave, administrative leave or any other leave of absences are not considered "time worked" for the purposes of calculating overtime in a work period. Holiday will be counted as hours worked.



City Council Meeting April 12, 2012 Agenda Item Transmittal

Agenda Item #: 8

Agenda Title: Review and consider initiation of annexation in the vicinity of US 79 and CR 101 (northeast of intersection) adjacent to City limits.

Council Action to be taken: Review annexation area and consider initiation of annexation

Initiating Department: Planning and Development

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

The purpose of this item is for Council to consider initiating a proposed annexation in the vicinity of CR 101 and US 79 south of CR 395 adjacent to the City limits.

2. DESCRIPTION/ JUSTIFICATION

The proposed area for annexation is shown on the map (Attachment A) for your review and consideration of initiation of annexation proceedings.

This annexation action could be initiated at today's meeting. The completion date for the annexation is estimated to be on July 26, 2012 if initiated at today's meeting.

The estimated number of homes within this area is 3, and the estimated population is 6 to 12.

Local Government Code 43.052 in part states that an Annexation Plan is not required if "...the annexation area contains fewer than 100 separate tracts of land on which one or more residential dwellings are located on each tract..." This annexation is permissible without an annexation plan, and Taylor does not have nor needs an Annexation Plan.

The tax value of this annexation is \$642,211 (Tax year 2012) and the market value is \$1,902,040. All parcels except for the one on which the fireworks stand is located, the house owned by John A. Bigon Jr., and the house owned by Travis Lee Betak are agriculturally exempt. This means the owners may defer annexation for up to 15 years

and potentially for 45 years as long as the parcels maintain their agricultural exemption status. The area consists of nine parcels and will add 2% to the size of Taylor, or 242.88 acres. Once the area is initiated and surveyed, the actual acres may differ slightly.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

See Annexation Schedule

5. RECOMMENDATION

Review annexation area and direct staff to initiate annexation proceedings.

6. REFERENCE FILES

- 8a. [Annexation map](#)
- 8b. [Annexation schedule](#)
- 8c. [Annexation parcel information](#)



**Proposed Annex Area
for 2012**

-  No Exemption
-  Taylor City Limits
-  Annex_Property_2012
-  Taylor ETJ 2012



125 250 500 750 1,000
Feet

This map is created by the City of Taylor, Texas, Planning and Development Department.

"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative location of property boundaries."

MS No. 1347

Chapter 203A, Government Code is amended by adding Subchapter C, § 203A.001, to read: § 203A.001

CR 395

CR 101

US 79

FM 3349

W 2ND ST

ELSIE
BACHMAYER
R019150
20.5798 AC
R504815
29.3430 AC

WALTHER FAMILY
LIMITED
PARTNERSHIP
R019158
49.97 AC

FUSSEL
LIVING
TRUST
R019157
74.3682 AC

TRAVIS
BETAK
R510099
1.265 AC

JOHN
& MARY
BIGON
R500155
2.91 AC

JOHN & MARY
BIGON
R019153
62.38 AC

MR W
FIREWORKS
INC.
R494006
0.17 AC

JOHN A
BIGON, JR.
R019152
0.468 AC

JOHN & MARY
BIGON
R019943
1.42 AC

2012 ANNEXATION SCHEDULE

LGC SECTION	STEP	ACTION	NOTE	SCHEDULE
	1	Council authorizes annexation to proceed	Council Meeting	April 12, 2012
	2	Survey of Land	After annexation initiation	June 8, 2012
43.035	3	Mail Development Agreements	After annexation initiation	April 23, 2012
	4	Mail annexation letters to property owners who are not agriculturally exempt	After annexation initiation	April 23, 2012
43.0561	5	Last day to send all notices	Property owners, utilities, schools, Rail Road, etc	April 30, 2012
43.0561	6	Last day to send notice to newspaper for notice #1	Minimum of one day prior to publication	May 29, 2012
43.056	7	Service Plan is available		June 14, 2012
43.0561	8	#1 Notice is posted on the City's website	Must be posted no more than 20 days and no less than 10 days prior to first public hearing	May 30, 2012
43.0561	9	Send first notice to TISD	Must be sent no more than 20 but no less than 11 days before the PH#1	May 29, 2012
43.0561	10	#1 Notice appears in the newspaper	Must be published no more than 20 days and no less than 10 days prior to first public hearing	May 30, 2012
43.0561	11	Last day to send notice to newspaper for notice #2	Minimum of one day prior to publication	June 12, 2012
	12	Deadline to receive Development Agreements		May 25, 2012
43.0561	13	#2 Notice is posted on the City's website	Must be posted no more than 20 days and no less than 10 days prior to public hearing #2	June 13, 2012
43.0561	14	Send second notice to TISD	Must be sent no more than 20 but no less than 11 days before the PH#2	June 12, 2012
43.0561	15	#2 Notice appears in the newspaper	Must be published no more than 20 days and no less than 10 days prior to public hearing #2	June 13, 2012
	16	Prep TL for public hearing #1		June 4, 2012
43.0561	17	Conduct public hearing #1	Must be a minimum of 30 days from when the notices were sent out. Service plan must be available at this meeting	June 14, 2012
	18	Prep TL for public hearing #2		June 18, 2012
43.0561	19	Conduct public hearing #2	Must be a minimum of 30 days from when the notices were sent out. Service plan must be available at this meeting	June 28, 2012
43.056	20	Begin Land use Planning	Leads up to rezoning after annexation	September 11, 2012
	21	Write annexation ordinance		June 11, 2012
	22	Write TL for introduction of ordinance		July 2, 2012
	23	Introduce ordinance	Must be no more than 40 days or less than 20 days from the first public hearing.	July 12, 2012

2012 ANNEXATION SCHEDULE

	24	Write TL for adoption of ordinance		July 16, 2012
	25	Adopt ordinance	Must a maximum of 90 days from the date the ordinance was introduced.	July 26, 2012
	26	Complete Future Land Use Planning		December 11, 2012

ID	Acreage	TaxYearempti	FullName	Address1	City	State	ZIP	2012 TAX VALUE	MKT VALUE
R019150	20.5798	2012 AG	BACHMAYER, ELSIE	951 COUNTY ROAD 451	COUPLAND	TX	78615-491	\$11,296	\$79,994
R019152	0.4680	2012 HS	BIGON JOHN A JR ETUX	12501 HWY 79	TAYLOR	TX	76574	\$117,704	\$117,704
R019153	62.3850	2012 AG	BIGON, JOHN A & MARY S	12625 HWY 79	TAYLOR	TX	76574	\$36,495	\$709,629
R019157	74.3682	2012 AG	FUESSEL N E LIVING TRUST	11255 HWY 79	TAYLOR	TX	76574	\$43,505	\$268,246
R019158	49.9748	2012 AG	WALTHER FAMILY LIMITED P/	9409 MANITOU SPRINGS I	AUSTIN	TX	78717	\$29,235	\$194,202
R019943	1.4200	2012 HS, O/	BIGON, JOHN A & MARY S	12625 HWY 79	TAYLOR	TX	76574	\$159,909	\$159,909
R494006	0.1710	2012	MR W FIREWORKS INC	PO BOX 114	SOMERSET	TX	78069	\$12,905	\$12,905
R500155	2.9100	2012 AG	BIGON, JOHN A & MARY S	12625 HWY 79	TAYLOR	TX	76574	\$1,702	\$33,101
R504815	29.3430	2012 AG	BACHMAYER, ELSIE	951 COUNTY ROAD 451	COUPLAND	TX	78615-491	\$17,166	\$114,056
R510099	1.2650	2012	BETAK, TRAVIS LEE	6601 CR 101	TAYLOR	TX	76574	\$212,294	\$212,294
	<u>242.8848</u>							<u>\$642,211</u>	<u>\$1,902,040</u>

TOTAL ACRES IN ANNEX AREA INCLUDING ROADS AND HIGHWAYS (ROW) 262.9683 ACRES.

City current tax rate = 0.813893

The total area in the City Limits of Taylor on January 1, 2012, is 12,190.95 acres.
Chapter 43 of the Local Government Code sets a limit of 10 % of the area of the city on
January 1, as the maximum that may be annexed in any one year (certain other
conditions may increase this per cent).

$12,190.95 \times 10\% = 1,219.095$ acres is the amount that may be annexed for 2012.

242.8848 acres is the amount being considered for annexation.



City Council Meeting
April 12, 2012
Agenda Item Transmittal

Agenda Item #: 9

Agenda Title: Consider approving a contract with SpawGlass Contractors, Inc. for services as Construction Manager Agent for construction of the City of Taylor Recreation Center.

Council Action to be taken: Approve, Deny or Table

Initiating Department: Engineering

Staff Contact: Casey Sledge

1. INTRODUCTION/PURPOSE

The City Council approved the construction manager agent process for the construction of the City of Taylor Community. Staff, led by our contract engineer Casey Sledge conducted interviews and negotiations with SpawGlass Contractors, Inc.

2. DESCRIPTION/ JUSTIFICATION

The contract and specific terms are under review at the time of this transmittal letter and will be clarified by Sledge at the upcoming council meeting. Legal review should also be complete by the time of the council meeting.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

9a Agreement

DRAFT AIA® Document C132™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the «5th» day of «April» in the year «2012»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«City of Taylor» «»
«400 Porter Street»
«Taylor, Texas 76574»
«»

and the Construction Manager/Agent:
(Name, legal status, address and other information)

«SpawGlass Contractors, Inc.» «»
«1111 Smith Road»
«Austin, Texas 78721»
«»

for the following Project:
(Name, location and detailed description)

«City of Taylor Recreation Center»
«»
«Taylor, Texas»

The Architect:
(Name, legal status, address and other information)

«KA Hickman» «»
«1517 East Palm Valley Blvd»
«Round Rock, Texas 78664»
«»

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

«Need from KA Hickman »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

«Need from KA Hickman »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

«\$3,200,000 »

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

«Need from Taylor »

.2 Commencement of construction:

«Need from Taylor »

- .3 Substantial Completion date or milestone dates:

«Need from Taylor»

- .4 Other:

« Ten month project duration »

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

«Construction Agent »

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

«—»

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

«—»

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

«Casey Sledge »
«Sledge Engineering, LLC »
«481 Tucek Road »
«Taylor, Texas 76574 »
« »
« »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other information.)

«—»

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

- .1—Land Surveyor:

«—»
«—»
«—»
«—»
«—»

- .2—Geotechnical Engineer:

«—»

3 Civil Engineer:

4 Other:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

«One full time Superintendent and one part time Project Manager »

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

1 Cost Estimator:

(List name, legal status, address and other information.)

2 Other consultants:

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

§ 1.1.15 Other Initial Information on which the Agreement is based:

« SpawGlass will provide a lump sum preconstruction fee of \$8,500 along with a construction fee, including general conditions of \$267,000 up to eleven month project

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duration from Notice to Proceed to Substantial Completion. This includes one SpawGlass office trailer, temporary toilets, one SpawGlass sign, SpawGlass telephone and data costs, General Liability Insurance for SpawGlass only, SpawGlass office supplies, one copy machine, job photos, and project as-built drawings.

All other costs will not be included in this lump sum price including but not limited to Builder's Risk, General Liability, subcontractor bonds, SWPPP, rubbish removal, project signage, electricity, water, utilities, storage trailers, reprographics, etc.

»

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Agent Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Agent Manager shall perform its services consistent with the skill and care ordinarily provided by construction agents managers practicing in the same or similar locality under the same or similar circumstances. The Construction Agent Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Agent Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Agent Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Agent Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Agent Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Agent Manager's judgment with respect to this Project.

§ 2.6 The Construction Agent Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Agent Manager normally maintains, the Owner shall reimburse the Construction Agent Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than « » (\$ « ») for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than « » (\$ « ») combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than « » (\$ « »).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than « » (\$ « ») per claim and in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

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User Notes:

(1364489015)

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction [AgentManager](#)'s Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction [AgentManager](#) shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction [AgentManager](#) shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction [AgentManager](#) shall prepare, and deliver to the Owner, a written Construction [Management Agent](#) Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction [Manager Agent](#) shall periodically update the Construction [AgentManagement](#) Plan over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction [Manager Agent](#) shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction [Agent Manager](#) shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction [AgentManager](#) shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction [AgentManager](#) shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction [AgentManager](#) shall prepare and periodically update the Project schedule included in the Construction [AgentManagement](#) Plan for the Architect's review and the Owner's acceptance. The Construction [AgentManager](#) shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction [AgentManager](#)'s services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction [AgentManager](#) shall prepare and update, at appropriate intervals agreed to by the Owner, Construction [AgentManager](#) and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction [AgentManager](#) shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction [AgentManager](#) shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction [AgentManager](#) shall consult with the Owner and Architect and make recommendations whenever the Construction [AgentManager](#) determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction [AgentManager](#) shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services

- for common use of the Contractors. The Construction [AgentManager](#) shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.
- § 3.2.10 The Construction [AgentManager](#) shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.
- § 3.2.11 The Construction [AgentManager](#) shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction [AgentManager](#) shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.
- § 3.2.12 The Construction [AgentManager](#) shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.
- § 3.2.13 The Construction [AgentManager](#) shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.
- § 3.2.14 The Construction [AgentManager](#) shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.
- § 3.2.15 The Construction [AgentManager](#) shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction [AgentManager](#) shall make recommendations for actions designed to minimize adverse effects of labor shortages.
- § 3.2.16 The Construction [AgentManager](#) shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.
- § 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction [AgentManager](#) shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.
- § 3.2.18 The Construction [AgentManager](#) shall submit the list of prospective bidders for the Architect's review and the Owner's approval.
- § 3.2.19 The Construction [AgentManager](#) shall develop bidders' interest in the Project and establish bidding schedules. The Construction [AgentManager](#), with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction [AgentManager](#) shall issue the current Project schedule with each set of bidding documents. The Construction [AgentManager](#) shall assist the Architect with regard to questions from bidders and with the issuance of addenda.
- § 3.2.20 The Construction [AgentManager](#) shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.
- § 3.2.21 The Construction [AgentManager](#) shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.
- § 3.2.22 The Construction [AgentManager](#) shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction [AgentManager](#) shall verify that the Owner has paid applicable fees and assessments.

The Construction [AgentManager](#) shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction [AgentManager](#)'s responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction [AgentManager](#) shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction [AgentManager](#) shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction [Manager-Agent](#) amend this Agreement.

~~§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.~~

~~§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.~~

§ 3.3.6 The Construction [Manager-Agent](#) shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction [AgentManager](#) shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

~~§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.~~

§ 3.3.8 The Construction [AgentManager](#) shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

~~§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.~~

§ 3.3.10 The Construction [AgentManager](#) shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction [AgentManager](#) shall meet with the Owner and Contractor to review the Control Estimate. The Construction [AgentManager](#) shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction [AgentManager](#) shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction [AgentManager](#) shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Agent/Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Agent/Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager-Agent shall review and certify the amounts due the respective Contractors as follows:

1. Where there is only one Contractor responsible for performing the Work, the Construction Manager-Agent shall, within seven days after the Construction Manager-Agent receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager-Agent determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
2. ~~Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.~~

§ 3.3.12.3 The Construction Manager's-Agent's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's-Agent's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's-Agent's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager-Agent. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager-Agent shall not be a representation that the Construction Manager-Agent has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

~~§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.~~

§ 3.3.14 The Construction Manager-Agent shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager-Agent shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager-Agent to reject Work shall not constitute the acceptance of the Work. The Construction Manager-Agent shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization

from the Owner, the Construction [Manager-Agent](#) may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction [Manager-Agent](#) shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction [Manager-Agent](#) shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction [Manager-Agent](#) shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction [Manager-Agent](#) shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction [Manager-Agent](#) shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction [Manager-Agent](#) shall be responsible for the Construction [Manager's-Agent's](#) negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction [Manager-Agent](#) shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction [Manager-Agent](#) shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction [Manager-Agent](#) shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction [Manager-Agent](#) shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction [Manager-Agent](#). The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction [Manager-Agent](#) shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction [Manager's-Agent's](#) actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction [Manager-Agent](#) shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction [Manager-Agent](#) shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;

- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; ~~and~~
- ~~.11 Any other items the Owner may require;~~

« »

§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; ~~and~~
- ~~.4 Any other items as the Owner may require;~~

«N/A »

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction ~~Manager~~ Agent shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction ~~Manager~~ Agent shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction ~~Manager~~ Agent shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction ~~Manager~~ Agent shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction ~~Manager~~ Agent shall observe the Contractor's or ~~Multiple Prime Contractors'~~ final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction ~~Manager~~ Agent considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction ~~Manager~~ Agent shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project

Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Measured drawings	Owner	N/A
§ 4.1.2 Architectural interior design (B252™-2007)	Owner	N/A
§ 4.1.3 Tenant-related services	Owner	N/A
§ 4.1.4 Commissioning (B211™-2007)	Owner	N/A
§ 4.1.5 LEED® certification (B214™-2007)	Owner	N/A
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	Owner	N/A

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

« N/A »

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
2. Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
3. Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
4. Preparation for, and attendance at, a public presentation, meeting or hearing;
5. Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;

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- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within «11» (« ») months of the date of ~~the start of construction~~this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 ~~Unless provided by the Construction Manager, f~~The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility

services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 ~~Unless provided by the Construction Manager, the~~The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

☐

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus

an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.

§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.

§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

«\$8,500 »

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

«\$267,000 »

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«—»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

«—»

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus «—» percent («—»%), or as otherwise stated below:

«—»

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«\$174.00 »

Employee or Category

Rate (\$0.00)

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;

- .8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus ~~« » percent (« » %) of the expenses incurred.~~

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of ~~«eight thousand five hundred dollars»~~ (\$ ~~«8,500 »~~) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. ~~It shall be credited to the Owner's account in the final invoice.~~

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~«thirty »~~ (~~«30 »~~) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly ~~or annual~~ interest agreed upon.)

~~«Three »~~ % ~~«3% »~~

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser

~~.2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:~~

~~« »~~

~~.3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:~~

~~« »~~

~~.4 Other documents:~~

~~(List other documents, if any, including additional scopes of service forming part of the Agreement.)~~

~~« »~~

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

« »« »

(Printed name and title)



City Council Meeting
April 12, 2012
Agenda Item Transmittal

Agenda Item #: 10

Agenda Title: **Executive Session.** The Taylor City Council will conduct a closed executive meeting under Section 551.072 of the Texas Government Code to deliberate regarding acquisition of real property.

Council Action to be taken: Deliberate on real property.

Initiating Department: City Administration

Staff Contact: **Jim D. Dunaway, City Manager**
Ted Hejl, City Attorney

1. INTRODUCTION/PURPOSE

This Executive Session is called to deliberate on real property.

2. DESCRIPTION/ JUSTIFICATION

The Taylor City Council will conduct a closed meeting under Section 551.072 of the Texas Government Code in order to deliberate on real property and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

10a. [Executive session form](#)

**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 12, 2012 and has posted an Official Agenda indicating the 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

I, Donald Hill, Mayor of the City of Taylor, do hereby certify that this Agenda of an Executive Session of the City Council is a true and correct record of the proceedings.

WITNESS my hand this the _____ day of _____, 2012.

Donald Hill, Mayor