AGENDA

CITY OF TAYLOR, TEXAS

CITY COUNCIL MEETING

CITY HALL, COUNCIL CHAMBERS, 400 PORTER STREET

MARCH 12, 2015, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATION

1. Proclamation: Sunshine Week in Open Government, March 15-21, 2015. (Mayor)

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.)

2. Approve minutes for February 26, 2015. (Susan Brock)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

3. Consider revised 380 economic development agreement with Sayda Capital, LLC for hotel development. (Isaac Turner; Ted Hejl)
4. Consider receiving report regarding engineering study of the West End School facility. (Bob vanTil)
5. Consider approving an interlocal agreement with the Taylor Independent School District for paving improvements to the Main Street Campus. (Rosemarie Dennis)
6. Consider renaming the street leading to the Williamson County Arena. (Isaac Turner)
7. Consider approving an agreement to join and participate in the 1-Government Procurement Alliance (1GPA) purchasing cooperative. (Rosemarie Dennis)
8. Consider approving Resolution R15-06 cancelling the District 2 City Council election on May 9, 2015. (Susan Brock)
9. Consider proposed future agenda topics and items for discussion. (Mayor)

EXECUTIVE SESSION

10. Executive Session I. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Texas Local Government Code, and the authority contained in Section 551.087 to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas, and with which the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.
    - Project Titanium
    - Project Access
    - Project Blimp

11. Consider 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 including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). 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 March 9, 2015 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

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

Posted By: Susan Brock Date 3/9/15

Susan Brock, City Clerk

City Council Meeting
March 12, 2015
Agenda Item Transmittal

Agenda Item #:	1
Agenda Title:	Proclamation: Sunshine Week is March 15-21, 2105.
Council Action to be taken:	Susan Brock will accept proclamation
Initiating Department:	City Administration
Staff Contact:	Jesse Ancira, Mayor

1. INTRODUCTION/PURPOSE

In 1994, this annual event was created by the American Society of News Editors to bring attention to the public's right to information. Every two years when the Texas Legislature is in Session one week is designated as "Sunshine Week" to bring attention to the need for transparency in Open Government and the rights of citizens to have access to public meetings and records.

2. DESCRIPTION/ JUSTIFICATION

City staff strives to respond to requests from the public for information in a timely, efficient, respectful manner. While we are guided by formal federal and state laws, the overwhelming goal is to insure transparency in the way your local government does business. All requests are handled equally and most information is provided at no costs to the requestor. While 10 business days are legally allowed, most requests are completed within 24-48 hours.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

1a. Proclamation.

PROCLAMATION

Sunshine Week Open Government

March 15-21, 2015

WHEREAS, James Madison, the father of our federal Constitution, wrote that "consent of the governed" requires that the people be able to "arm themselves with the power which knowledge gives," and

WHEREAS, every citizen in our participatory democracy has an inherent right to access to government meetings and public records; and

WHEREAS, an open and accessible government is vital to establishing and maintaining the people's trust and confidence in their government and in the government's ability to effectively serve its citizens; and

WHEREAS, the protection of every person's right of access to public records and government meetings is a high priority in the City of Taylor, and

WHEREAS, the Taylor City Council is committed to openness and transparency in all aspects of its operations and seeks to set a standard in this regard; and

NOW, THEREFORE, the Taylor City Council commits during this Sunshine Week and throughout the year to work diligently to enhance the public's access to government records and information, to increase information provided electronically and online, and to ensure that all meetings of deliberative bodies under its jurisdiction, and their committees, are fully noticed and open to the public.

Proclaimed this 12th day of March, 2015.

____
Jesse Ancira, Jr., Mayor

City Council Meeting
March 12, 2015
Agenda Item Transmittal

Agenda Item #:	**2**
Agenda Title:	Approve minutes for February 26, 2015.
Council Action:	Approve by consent or approve with corrections
Initiating Department:	City Management/City Clerk
Staff Contact:	**Susan Brock, City Clerk**

1. INTRODUCTION/PURPOSE

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

2. DESCRIPTION/ JUSTIFICATION

N/A

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. REFERENCE FILES

2a Minutes, February 26, 2015.

The City Council of the City of Taylor met on February 26, 2015, at City Hall, 400 Porter St., Taylor, Texas. Mayor Jesse Ancira, Jr. declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Mayor Pro Tem Chris Gonzales	Isaac Turner, City Manager
Council Member Scott Green	Ted Hejl, City Attorney
Council Member Don Hill	Susan Brock, City Clerk
Council Member Brandt Rydell	

INVOCATION

Mr. Danny Thomas led the group in prayer.

PLEDGE OF ALLEGIANCE

RECOGNITION

1. MAIN STREET PROGRAM RECIPIENT OF THE NATIONAL MAIN STREET CITY AWARD.
   Mayor Ancira presented a certificate recognizing the City of Taylor as a National Main Street City and accredited by the National Trust for Historic Preservation. Accepting the award were Main Street Manager Deby Lannen and members of the Main Street Advisory Board including Irene Michna, Brent Humphreys, and Steve Truex,

CITIZENS COMMUNICATION

No one came forward during this time.

CONSENT AGENDA

2. APPROVE MINUTES FOR FEBRUARY 12, 2015.
3. ACCEPT THE TAX INCREMENT FINANCING ANNUAL REPORT.
4. APPROVE RESOLUTION R15-04 REGARDING TEMPORARY STREET CLOSURES FOR MAIN STREET ACTIVITIES AND EVENTS IN 2015.
5. APPROVE REQUEST FROM THE MAIN STREET ADVISORY BOARD TO SELL WINE AND BEER AND TO ALLOW CONSUMPTION THROUGHOUT THE FESTIVAL AREA FOR THE 2015 BLACKLAND PRAIRIE DAYS.
6. CONCUR WITH PRELIMINARY FINANCIALS FOR JANUARY 2015.
   Council Member Hill moved to approve the consent agenda as presented and Council Member Green seconded the motion. VOTE: Five voted AYE. Motion passed.

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

7. RECEIVE REPORT AND PRESENTATION FROM BLACK AND VEATCH REGARDING WATER RATE STUDY.
   Ms. Rosemarie Dennis, Finance Director, Mr. Richard Campbell and Mr. Robert Chambers with the Black & Veatch firm who presented an overview of what will be included in the water and wastewater rate study they will be conducting for the city.

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

8. CONSIDER APPROVING USE OF FUNDS FROM THE NED TRUST FUND AND PFENNIG ESTATE FOR LIBRARY IMPROVEMENTS.
   Ms. Karen Ellis, Library Director, presented a request to approve a list of proposed items and services to be purchased with these estate funds. The list includes computer equipment, e-book subscriptions, and improvements to be made to the meeting room.

   Council Member Rydell moved to approve the request for $13,735 from the Ned Estate and $10,160 from the Pfennig Estate for items listed. Council Member Green seconded the motion. VOTE: Five voted AYE. Motion passed.

9. RECEIVE ANNUAL RACIAL PROFILING REPORT.
   Chief Henry Fluck presented an overview of the service activities during 2014 and an analysis of these activities as they relate to any evidence of racial profiling.

   Council Member Rydell moved to approve the report as presented and Council Member Hill seconded the motion. VOTE: Five voted AYE. Motion passed.

10. CONSIDER PROPOSED FUTURE AGENDA TOPICS AND ITEMS FOR DISCUSSION.
    Mayor Ancira asked council members for any items in need of further discussion. There were none presented.

    (Mayor Ancira and council members retired to closed session at 6:40 pm.)

11. EXECUTIVE SESSION I. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Texas Local Government Code, and the authority contained in Section 551.087 to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas, and with which the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.
    - Project Titanium
    - Project Access
    - Project Blimp

12. EXECUTIVE SESSION II. The Taylor City Council will hold a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, in accordance with the authority contained in Section 551.074 to discuss personal matters.
    - City Manager Evaluation

13. CONSIDER ACTION FROM EXECUTIVE SESSION.
    Mayor Ancira resumed the open meeting at 8:29 p.m. and stated that there was no action taken during Executive Session.

ADJOURN

With no further business, Mayor Ancira adjourned the meeting at 8:30 p.m.

Jesse Ancira, Jr., Mayor

ATTEST:

Susan Brock, City Clerk

City Council Meeting
March 12, 2015
Agenda Item Transmittal

Agenda Item #:	**3**
Agenda Title:	Consider revised 380 economic development agreement with Sadya Capital, LLC for hotel development.
Council Action to be taken:	Approve revised agreement
Initiating Department:	City Administration
Staff Contact:	Isaac D. Turner, City Manager Ted Hejl, City Attorney

1. INTRODUCTION/PURPOSE

The purpose of this item is to consider a revised 380 Agreement with Sadya Capital, LLC for the development of a hotel. The original agreement was approved on February 12, 2015.

2. DESCRIPTION/ JUSTIFICATION

A question was raised as to the authority and mechanism to distribute Hotel Occupancy Tax (HOT) in the original agreement. After reviewing the law and how the agreement was structured, the agreement was modified to clarify how HOT will be distributed.

The performance criteria of the developer and amount of the incentives have not changed. The only sections added clarified how the HOT will be disbursed.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends approval of the revised agreement.

6. REFERENCE FILES

3a Revised agreement.

SADYA CAPITAL LLC

AND

THE CITY OF TAYLOR, TEXAS,

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

RECITALS:

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

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

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

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

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

a. the Hotel shall be a fifty-five (55) or more room business class Hotel whose brand shall be one of the following brands approved by the City ("Approved Brands"):

282 Comfort Suites Comfort Suites

http://www.choicehotelsfranchise.com/comforftsuites/prototype/

280 Comfort Inn

http://choicehotelsfranchise.com/comfortinn/prototype/

485 Fairfield Inn

http://www.marriott.com/hotel-development/Fairfield-Inn-Suites.mi

882 La Quinta Inn & Suites

http://www.laquintafranchise.com/

133 Best Western Plus

http://www.bestwesterndevelopers.com/hotels/upper-midscale-classic-plus.html

195 Candlewood Suites

http://development.ihg.com/BDW/s/candlewood

~~a~~b. Hotel in the CITY of one of the Approved Brands is required for the economic incentives offered by the CITY in this Agreement. Consequently, SADYA shall be obligated to construct and operate the Hotel using the guidelines required by the Approved Brands and as required herein~~.~~;

~~b~~c. the room doors shall open inside the Hotel and not to the outside;

~~c~~d. the Hotel shall have one (1) or more public meeting rooms with a combined square footage usable by public meeting room occupants for a fee, which square footage shall not include storage capacity required for use of the public meeting rooms, in an amount of no less than One Thousand One Hundred (1,100) square feet ("Civic Center");

~~d~~e. the Hotel and Civic Center shall be of the type and quality approved by the City as a prerequisite condition to this Agreement, which approval shall be granted only to the Approved Brands;

~~e~~f. the Hotel and Civic Center shall be constructed on the real property described as the Hotel Lot in a separate 380 Economic Agreement with Zeplin for construction of a street, which agreement is attached hereto and incorporated by reference herein as *Exhibit "A"*; ~~and~~

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

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

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

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

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

AGREEMENT:

1. ~~1.~~ RECITALS. The Recitals are incorporated into this Agreement.

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

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

   2.1 Lease. In consideration of the covenants, agreements, and conditions set forth herein, SADYA does hereby lease, let, demise and rent, for the Lease Term and the CITY does hereby rent and lease from SADYA the Civic Center as set forth herein for purposes of a municipal Civic Center.

2.2. Rent. Subject to the continued satisfaction of the terms and conditions of the is Agreement by SADYA, and provided SADYA has timely caused completion of construction of the Hotel and Civic Center to occur, and shall not have an uncured default or breach in this Agreement or an related agreement, the City shall during the Lease Term, pay to SADYA or such entity as SADYA shall be authorized to designate in this Agreement, Rent for the use and occupancy of the Civic Center and as consideration for SADYA'a management of the Civic Center for the City. Any payment made by the City hereunder is limited to the extent of the lawfully available funds from the CITY's receipts from the collection of the City Hotel Occupancy Tax revenue imposed pursuant to Chapter 351, Tax Code, attributable to the occupancy of sleeping rooms at the Hotel in the amounts set forth in 4.B below.

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

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

2.5. Conditions of Use.

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

(b) City Use. CITY shall be entitled to use of the Civic Center at least four (4) times (each use not to exceed two (2) consecutive days) unless otherwise agreed by the parties hereto each calendar year during the term of this Agreement upon thirty (30) days prior written notice, and at additional times as may be agreed by the parties when available. All other use of the Civic Center shall be at times mutually approved by SADYA and the CITY. The CITY's use of the Civic Center shall with the exception of the Lease Payment and payment of food and beverage, set up charges, cleaning charges or other agreed services provided by SADYA, if any, be cost free, which such costs shall be charged at SADYS's direct cost to provide the same. Uses must conform to the

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

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

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

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

~~2. AUTHORITY. The CITY'S execution of this Agreement is authorized by Chapters 380 and 501 of the Texas Local Government Code, and the Ordinance. SADYA'S execution of this Agreement constitutes a valid and binding obligation of SADYA to construct the Hotel and operate the Hotel business.~~

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

4~~4~~. CITY 380 GRANTS AND CIVIC CENTER RENTAL PAYMENTS.

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

For a period of five (5) years beginning on January 1, 2017, the CITY will annually reimburse to SADYA a Chapter 380 Payment equal to one hundred percent (100%) of the CITY ad valorem property tax paid on the Hotel, Hotel Lot, and the personal property owned by SADYA or the Affiliated Entity used in the Hotel, all of which shall be referenced as the Hotel in the remainder of this Paragraph 4.A.

For the year 2022, the CITY will reimburse to SADYA a Chapter 380 Payment equal to ninety percent (90%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2023, the CITY will reimburse to SADYA a Chapter 380 Payment equal to seventy percent (70%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2024, the CITY will reimburse to SADYA a Chapter 380 Payment equal to fifty percent (50%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2025, the CITY will reimburse to SADYA a Chapter 380 Payment equal to thirty percent (30%) of the CITY ad valorem property tax paid on the Hotel.

For the year 2026, the CITY will reimburse to SADYA a Chapter 380 Payment equal to ten percent (10%) of the CITY ad valorem property tax paid on the Hotel.

B. Civic Center Rent~~HOTEL OCCUPANCY TAX REIMBURSEMENT~~. The CITY will pay ~~reimburse~~ SADYA rent for the Civic Center as follows:

For a period of five (5) years beginning on the date the Certificate of Occupancy is issued to the Hotel and the Civic Center, the CITY will monthly pay ~~reimburse~~ to SADYA a rental payment ~~Chapter 380 Payment~~ equal to one hundred percent (100%) of the CITY Hotel Occupancy Tax paid on the Hotel.~~;~~

Beginning on the sixth (6th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will monthly pay ~~reimburse~~ to SADYA a rental payment ~~Chapter 380 Payment~~ equal to ninety percent (90%) of the CITY Hotel Occupancy tax paid on the Hotel.~~;~~

Beginning on the seventh (7th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will monthly pay ~~reimburse~~ to SADYA a rental payment ~~Chapter 380 Payment~~ equal to seventy percent (70%) of the CITY Hotel Occupancy Tax paid on the Hotel.~~;~~

Beginning on the eighth (8th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will monthly pay ~~reimburse~~ to SADYA a rental payment ~~Chapter 380 Payment~~ equal to fifty percent (50%) of the CITY Hotel Occupancy Tax paid on the Hotel.~~;~~

Beginning on the ninth (9th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will monthly pay ~~reimburse~~ to SADYA a rental payment ~~Chapter 380 Payment~~ equal to thirty percent (30%) of the CITY Hotel Occupancy Tax paid on the Hotel.~~;~~

Beginning on the tenth (10th) anniversary date from the date the Certificate of Occupancy is issued, the CITY will monthly pay ~~reimburse~~ to SADYA a rental payment ~~Chapter 380 Payment~~ equal to ten percent (10%) of the CITY Hotel Occupancy tax paid on the Hotel.~~;~~

The rental payments ~~CITY Hotel Occupancy Tax reimbursement grants~~ shall terminate, if not terminated earlier, on the eleventh (11th) anniversary date from the date the Certificate of Occupancy is issued to the Hotel and Civic Center. The rental payment ~~CITY Hotel Tax Reimbursement grants~~ in the last year, or earlier termination date of this Agreement, shall be prorated to the termination date, if the termination is not at the end of a calendar year.

In the event SADYA obtains a Certificate of Occupancy for the Hotel and Civic Center prior to January 1, 2017, and if the Three Million Six Hundred Thousand and No/100 Dollars ($3,600,000.00) construction cost required in 5.A. below is verified by the CITY, then in that event SADYA shall be entitled to receive CITY rental payments ~~Hotel Occupancy Tax reimbursement grants~~ from the date the Certificate of Occupancy is issued in the amount of the rental payment ~~CITY Hotel Occupancy Tax reimbursement grant amount~~ allowed for the year 2017. The CITY rental payments ~~Hotel Occupancy Tax reimbursement grants~~ may continue until the CITY Hotel and Civic ~~CITY~~Center CITY ad valorem property tax value is determined in 2017 by the Williamson Central Appraisal District. In the event the Hotel and Civic ~~value~~Center value is determined to be in compliance with 5.B. below, then in that event the CITY rental payments ~~Hotel Occupancy Tax reimbursement grants~~ shall continue as allowed in this Agreement.

C. In the event the Hotel value does not comply with 5.A. below, but a Certificate of Occupancy for the Hotel and Civic ~~is~~Center is issued prior to January 1, 2017, then in that event no tax reimbursement grants and no rental payments shall be paid to SADYA and this Agreement shall terminate without obligation to the CITY.

In the event the Hotel construction cost does not comply with 5.A. below or a Certificate of Occupancy is not issued to the Hotel and Civic ~~prior~~Center prior to January 1, 2017, then in that event this agreement shall terminate without obligation to the CITY.

D. Notwithstanding anything stated in this Agreement to the contrary, SADYA must comply with the construction cost required in 5.A. below and must obtain the Hotel and Civic Center Certificate of Occupancy prior to January 1, 2017, and failure to so shall terminate this Agreement without obligation to the CITY. Hotel "construction costs" as used in this Agreement in regards to the Hotel and Civic Center shall include all development, engineering, architectural, material, labor, delivery, improvement, installation, and other costs incurred by SADYA or the Affiliated Entity in connection with the construction of the Hotel and Civic Center, including but not limited to costs incurred for the building of the Hotel and Civic Center, improvements necessary for access to the Hotel and Civic Center, utilities installation, storm water runoff improvements, loan costs, the purchase price for any real estate and easements necessary or appropriate for the construction of the Hotel and Civic Center, and other similar items.

E. WAIVER OF FEES. The CITY will waive all CITY building permit fees, impact fees and tap fees resulting from construction of the Hotel and Civic Center in which the Hotel business shall operate.

F. CASH GRANTS. The CITY will make an annual cash grant not exceeding Twenty Thousand and No/100 Dollars ($20,000.00) to SAYDA on the same date the CITY is obligated make the CITY ad valorem property tax reimbursement grant to SADYA for the years 2017, 2018, 2019, 2020 and 2021 during the term of this Agreement ("Cash Grants"). The Cash Grant reimbursements shall be subject to the same valuation requirements for the Hotel, the reduction or termination provisions set forth in this Paragraph 5, and all other conditions of this Agreement.

5. REQUIRED CONDITIONS TO 380 GRANTS AND RENTAL PAYMENTS. Notwithstanding anything stated in this Agreement to the contrary, grant payments and rental payments are conditioned upon SADYA'S compliance with this Agreement and are also subject to and conditioned upon, as conditions precedent and subsequent~~,~~ to, the following:

A. The Hotel and Civic ~~must~~Center must have a construction cost of no less than Three Million Six Hundred Thousand and No/100 Dollars ($3,600,000.00), which shall be verified by the CITY prior to any grant or ~~payments~~Civic Center rental payments. In the event the cost is less than Three Million Six Hundred Thousand Dollars and No/100 ($3,600,000.00), this Agreement shall terminate with no further obligation on the CITY.

B. In the event the Hotel is valued less than Two Million Four Hundred Thousand and No/100 Dollars ($2,400,000.00), but more than Two Million Two Hundred Thousand and No/100 Dollars ($2,200,000.00), by the Williamson Central Appraisal District in any one the years of 2017, 2018, 2019, or 2020, during the term of this Agreement, the CITY ad valorem tax reimbursement grants, the Civic Center rental payments ~~Hotel Occupancy Tax~~

~~reimbursement grants~~, and the Cash Grants shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.E. above. In the event the valuation is less than Two Million Two Hundred Thousand and No/100 Dollars ($2,200,000.00) in the years 2017, 2018, 2019 or 2020, all CITY ad valorem tax reimbursement grants, Civic Center rental payments~~CITY Hotel Occupancy Tax reimbursement grants~~, and Cash Grants shall terminate until the Hotel and Civic Center value again complies with the values required in this Paragraph 5.

C. In the event the Hotel and Civic Center is valued less than Two Million Six Hundred Thousand and No/100 Dollars ($2,600,000.00), but more than Two Million Four Hundred Thousand No/100 Dollars ($2,400,000.00), by the Williamson Central Appraisal District in any one the years of 2021, 2022, or 2023 during the term of this Agreement, the CITY ad valorem property tax reimbursement grants, the Civic Center renal payments~~CITY Hotel Occupancy Tax reimbursement grants~~, and the Cash Grants shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.E. above. In the event the valuation is less than Two Million Four Hundred Thousand and No/100 Dollars ($2,400,000.00), all CITY ad valorem property tax reimbursement grants, Civic Center renal payments~~CITY Hotel Occupancy Tax reimbursement grants~~, and Cash Grants shall terminate until the Hotel and ~~value~~Civic value again complies with the values required in this Paragraph 5.

D. In the event the Hotel and Civic Center is valued less than Two Million Eight Hundred Thousand and No/100 Dollars ($2,800,000.00), but more than Two Million Six Hundred Thousand and No/100 Dollars ($2,600,000.00), by the Williamson Central Appraisal District in any one of the years of 2024, 2025, or 2026 during the term of this Agreement, the CITY ad valorem property tax reimbursement grants, the Civic Center rental payments~~CITY Hotel Occupancy Tax reimbursement grants~~, and the Cash Grants shall be reduced to one-half (1/2) of the amount that would have been allowed in Paragraphs 4.A., 4.B. and 4.E. above. In the event the valuation is less than Two Million Six Hundred Thousand Dollars ($2,600,000.00), all CITY ad valorem tax reimbursement grants, Civic Center rental payments~~CITY Hotel Occupancy Tax reimbursement grants~~, and

Cash Grants shall terminate until the Hotel value again complies with the values required in this Paragraph 5.

E. All tax, Civic Center rental payments ~~and~~, and cash reimbursement grants require compliance with the Hotel and Civic Center values required in this Agreement. All tax and cash reimbursement grants and Civic Center rental ~~shall~~payments shall be reduced or cease when the Williamson Central Appraisal District ~~Hotel~~Hotel and Civic Center value fails to meet the values required in this Agreement. The tax and cash reimbursement grants Civic Center rental payments shall be reinstated when the Williamson Central Appraisal District value shows compliance with the Hotel and Civic ~~values~~Center values required in this Agreement.

F. The Hotel shall:

1. be no less than a fifty-five (55) room Hotel with the Civic Center and strictly comply with the construction and operating requirements of the Approved Brands;

2. have room doors that open to the inside of the Hotel building and not outside the Hotel, requiring Hotel occupants to enter Hotel rooms from inside the Hotel;

3. the Hotel shall have one (1) or more public meeting rooms with a combined square footage usable by public meeting room occupants, which square footage shall not include storage capacity required for use of the public meeting rooms, in an amount of no less ~~than One~~than One Thousand One Hundred (1,100) square feet which shall be the Civic Center as required in this Agreement and the Recitals to this Agreement;

4. be the type and quality approved by the CITY as one of the Approved Brands as a prerequisite to this Agreement;

5. be operated by SADYA or a SAYDA Affiliated Entity as a Hotel business with the Civic Center during the term of this Agreement in compliance with the Approved Brands requirements and guidelines.

G. The Hotel and Civic Center must obtain a Certificate of Occupancy prior to January 1, 2017. Failure to obtain the Hotel and Civic ~~certificate~~Center

Certificate of ~~o~~Occupancy prior to January 1, 2017, shall terminate this Agreement with no obligation to the CITY.

H. The Hotel and Civic ~~must~~Center must have a construction cost of no less than Three Million Six Hundred Thousand and No/100 Dollars ($3,600,000.00), which shall be verified by the CITY prior to any grant payments. In the event the cost is less than Three Million Six Hundred Thousand Dollars and No/100 ($3,600,000.00), this Agreement shall terminate with no obligation to the CITY.

I. SADYA and any Affiliated Entity of SADYA shall furnish the CITY information deemed to be reasonable or necessary to verify compliance with this Agreement and to determine if a Chapter 380 payment should be made.

6. With respect to each Chapter 380 Payment for reimbursement of CITY ad valorem property taxes described above, SADYA shall notify the CITY in writing of any sums paid by SADYA to the Williamson County tax collection authority in the form of CITY ad valorem property taxes during the term of this Agreement on or before February 1 each year during the term of this Agreement (the "Tax Notice"). The CITY's Chapter 380 Payments to SADYA with respect to the CITY ad valorem revenue shall be based on the amount stated in the Tax Notice, which shall be verified by the CITY. Chapter 380 Payments for CITY ad valorem property tax reimbursements shall be paid to SADYA by the CITY on an annual basis for the preceding year, on or before May 1 following the tax year for which they were paid. For example, the first Chapter 380 Payment for CITY ad valorem property tax reimbursement by the CITY to SADYA shall be based on taxes paid for the year 2017, and shall be paid on or before May 1, 2018, and the last such payment shall be based on taxes paid for the year 2026, and shall be paid on or before May 1, 2027.

With respect to each Civic Center renal payment~~Chapter 380 Payment for reimbursement of the CITY Hotel Occupancy Tax~~, the rental payments ~~reimbursements~~ will be made monthly based on the amount of the CITY Hotel Occupancy Tax actually paid by SADYA to the CITY. The City will pay the Civic Center rental payment ~~reimburse SAYDA~~to SAYDA on or before three (3) months after the CITY received its Hotel Occupancy Tax payment from the Hotel. ~~to be reimbursed was received by the CITY.~~

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

7. TERM. This Agreement shall become enforceable upon execution by the CITY and SADYA and shall be effective as of the date of this Agreement. This Agreement shall terminate as to the CITY rental payments for the Civic Center ~~Hotel Occupancy Tax reimbursement grants~~ on the last date on which the CITY is obligated to pay monthly rental payments ~~reimburse a CITY Hotel Occupancy Tax monthly payment~~ to SADYA for the Civic Center and as to the CITY ad valorem property tax reimbursement on the last date on which the CITY is obligated to reimburse any CITY annual ad valorem property payment to SADYA, and as to the Cash Grants on the last date the CITY is obligated to pay a Cash Grant unless this Agreement is terminated earlier. Notwithstanding earlier termination, this~~se~~ A~~a~~greement shall in no event terminate later than December 31, 2026.

8. SADYA OBLIGATIONS. In consideration of the CITY's establishment of this economic development program for the Hotel and Hotel business by the CITY, pursuant to Texas Local Government Code Chapters 380 and 501 and under the Ordinance to promote local economic development and stimulate business and commercial activity within the CITY, SADYA agrees to the requirements of this Agreement and shall require its Affiliated Entity to also comply with the terms and conditions of this Agreement as consideration for this Agreement.

9. COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES. SADYA makes, and shall require an Affiliated Entity to make, the following covenants and warranties to the CITY, and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be an act of default by SADYA. Failure to comply with any one covenant or warranty shall constitute an act of default by SADYA.

A. No litigation or governmental proceeding is pending or~~,~~ threatened against SADYA that may result in any material adverse change in SADYA. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

B. No certificate or statement delivered by SADYA to the CITY in connection with this Agreement, or in connection with any transaction contemplated herein, contains any untrue statement or fails to state any fact necessary to keep the statements contained herein from being misleading.

C. There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and SADYA has not been informed of any potential involuntary bankruptcy proceedings.

D. To the best of its knowledge, SADYA has acquired and maintains all necessary rights, licenses, permits and authority to construct the Hotel and operate the Hotel business in Taylor, Texas, and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.

E. SADYA and an Affiliated Entity of SADYA shall timely pay all taxes and fees due and owing by it to all taxing authorities having jurisdiction.

F. SADYA shall timely and fully comply with all the terms and conditions of this Agreement.

G. SADYA may not sell stock, assets or any ownership interest in SADYA CAPITAL, LLC, without prior written notice to and consent from the CITY.

H. SADYA agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled.

I. SADYA hereby certifies that it does not knowingly employ and will not hereafter employ an undocumented worker as defined in Chapter 2264, Texas Government Code. In addition, SADYA shall execute the Condition on Receipt of Public Subsidies/Agreement Regarding Repayment of Interest attached hereto as *Exhibit "B"* attached hereto and incorporated by reference herein.

J. SADYA shall construct the Hotel and Civic ~~and~~Center and conduct the Hotel business with the Civic Center in compliance with all federal, state and local laws, rules and regulations applicable to it during the term of this Agreement.

10. MUTUAL ASSISTANCE. CITY and SADYA will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law or taxes or assessments attributable to the Hotel or Hotel business or the Civic Center.

11. DEFAULT. If either the CITY or SADYA should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of fifteen (15) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the CITY or SADYA remains in default after notice and opportunity to cure, the non-defaulting party shall have the right to pursue any remedy under this Agreement, at law or in equity, for the breach. In addition, the CITY shall have the right to terminate all economic benefits under this Agreement.

12. ATTORNEY'S FEES. In the event any legal action or proceeding is commenced between the CITY and SADYA to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the CITY and SADYA.

14. BINDING EFFECT. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns as allowed in this Agreement. No other persons or entities may enforce this Agreement or claim any benefits under this Agreement except as allowed by this Agreement. There are no oral agreements between the parties hereto with respect to the subject matter hereof.

15. ASSIGNMENT. SADYA shall not assign this Agreement or all or any part of its rights and obligations arising under this Agreement except as allowed by this Agreement.

16. NOTICE. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual

delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addressed:

IF TO SADYA:	SADYA CAPITAL, LLC Attention: Nimesh Patel 5002 Sendero Springs Drive Round Rock, Texas 78681
IF TO THE CITY:	CITY OF TAYLOR, TEXAS CITY Manager 400 Porter Street Taylor, Texas 76574 512-352-3774

17. INTERPRETATION. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

18. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall be in the State courts of Williamson County, Texas.

19. SEVERABILITY. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

20. PARAGRAPH HEADINGS. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

21. NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

22. NO JOINT VENTURE. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The CITY, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Hotel or the Hotel business or the design, construction or operation of any portion of the Hotel or Hotel business.

23. COUNTERPARTS. The parties agree that this Agreement may be executed in multiple counterparts which, taken together, shall form the contractual agreement of the parties.

24. AUTHORITY. The person signing this Agreement warrants that he is authorized to sign this Agreement on behalf of the respective signatory.

25. ECONOMIC DEVELOPMENT. This Agreement is consistent with the CITY's economic development program and promotion of economic development contemplated by Chapter 380 and the Development Corporation Act, Chapter 501 of the Texas Local Government Code.

26. EXHIBITS. The following Exhibits are attached and incorporated by reference for all purposes:

Exhibit "A": *"Zeplin 380 Agreement for Construction of a Street".*

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

Dated this the 26th of January, 2015.

SADYA CAPITAL, LLC,
a Texas Limited Liability Company

____
By: SADYA CAPITAL, LLC
Its: PRESIDENT

CITY OF TAYLOR, TEXAS,
a home rule CITY

____
By: ISAAC D. TURNER
Its: City Manager

City Council Meeting
March 12, 2015
Agenda Item Transmittal

Agenda Item #: **4**

Agenda Title: Consider receiving report regarding engineering study of the West End School facility.

Council Action to be taken: Discuss and direct staff

Initiating Department: **Development Services**

Staff Contact: **Bob van Til, Director**

1. INTRODUCTION/PURPOSE

The purpose of this item is to continue discussions of the West End School, and possibly take action related to the property.

On October 23, 2014, Council requested more information about the building. More specifically, a structural evaluation, a broker's opinion as to its value, and demolition cost.

On January 8, 2015, the City hired Sparks Engineering to perform the structural analysis.

2. DESCRIPTION/ JUSTIFICATION

1. Engineer's report – The report states that the building structure is sound. The Engineer reports that the school is "currently sound and does not exhibit structurally significant distress or soil induced foundation movement." The engineer recommends further investigation which includes taking concrete cores to determine the remaining life of certain exterior beams. Should we decide to do the additional investigation the estimated cost is approximately $3,000 to 5,000. I do not recommend we perform the additional analysis because of the general evaluation of the building is sound. Future development of the building will possibly need this due diligence.

2. The broker's opinion estimates that the land and building is worth about $35,000.

3. The demolition cost is estimated at $38,000 to $40,000 (to allow for a few small contingencies). We could drop the demo cost by having the city crews do the backfill and sodding of the lot. That would drop the price down to around $25,000. We did the latter when we removed the 1935 City Hall in Heritage Park.

3. FINANCIAL/BUDGET

Should the Council decide to demolish the building, the funds would need to be included next year's budget or taken from current general fund reserves.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff will proceed as directed by Council.

6. REFERENCE FILES

4a. Engineer's analysis
4b. Broker's Opinion
4c. Demolition estimate

February 23, 2015

Bob van Til, Director of Development Services
City of Taylor, Texas
400 Porter Street
Taylor, Texas 76574
512-352-5990 Ext. 16

SUBJECT: STRUCTURAL EVALUATION
West End School
Taylor, Texas

Dear Mr. van Til:

Sparks Engineering, Inc. (SEI) has completed our initial structural evaluation of the West End School in Taylor, Texas. The purpose of the evaluation was to develop opinions and recommendations regarding major structural issues and repairs. These services were requested by you and were performed in accordance with our contract for consulting services authorized January 9, 2015.

Executive Summary

In general, the structural frame of the West End School is currently sound and does not exhibit structurally-significant distress or soil-induced foundation movement. The ornamental cast-stone on the exterior is severely deteriorated and must be replaced, but it is not part of the structural frame. At the end of the report we recommend further investigation that will help us estimate the remaining life expectancy of the concrete frame.

Figure 1 Front (north) wall of the West End School.

PROJECT INFORMATION

The West End School is a c. 1920 two-story, cast-in-place reinforced concrete frame building. The exterior walls are infilled and faced with brick masonry and have a decorative cast-stone trim at the parapet and around the main entrances. The interior corridor walls are fireproof clay tile and the classroom partitions are wood-framed. All interior surfaces are finished in plaster.

On January 26, 2015, SEI principal Patrick Sparks, PE, SEI's project engineer Wes Gibson, PE and field technician Freddy Valladares visited the site. Our investigation included a detailed visual and photographic survey, observations of site features and drainage, and observations of the typical structural systems of the school. Our observations and recommendations are presented below.

OBSERVATIONS AND FINDINGS

Site and Foundations

A geotechnical report of the site was not available, but a surface-soils report[1] indicates that the building is founded on the Branyon Clay which is classified as having moderate shrink-swell potential. This means that some soil-related foundation movement is possible; however, we did not observe any significant distress that would have been caused by the soils.

Drainage around the school is poor because the ground tends to slope towards the building. This appears to be caused by either soil consolidation (natural compaction), or by erosion in which soil may have been carried into a void under the building. The result is significant settlement of the concrete sidewalks (Figure 2). For the purposes of this report, we will simply refer the problem as consolidation.

Figure 2: Typical sidewalk settlement (highlighted). Also note the large tree.

It is likely that the below-grade storm drains are clogged or broken, compounding the site drainage problems. It was unclear at the time of our site visit where the below-grade drains discharge. Additionally, there is a large tree at the northeast corner that has damaged the parapet and may affect the foundation.

The foundations were not visible at the time of our site visit; however, based on the time period of construction, we believe the building is founded on concrete footings with grade beams spanning between them.

In general, the foundations appear to be performing adequately. The first floor slab appears to be in good condition and generally flat and level with limited cracking. We observed small deflections in the slab between supports as well as cracks in the plaster walls at each side of the columns. (Figure 3) We noted that the plaster is applied directly to the hollow-clay tile and concrete, without the aid of metal lath. The cracks in the plaster are exaggerated due to the lack of lath in the plastered walls.

[1] Natural Resources Conservation Service *Custom Soil Report for Williamson County, Texas.* From http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx on January 26, 2015.

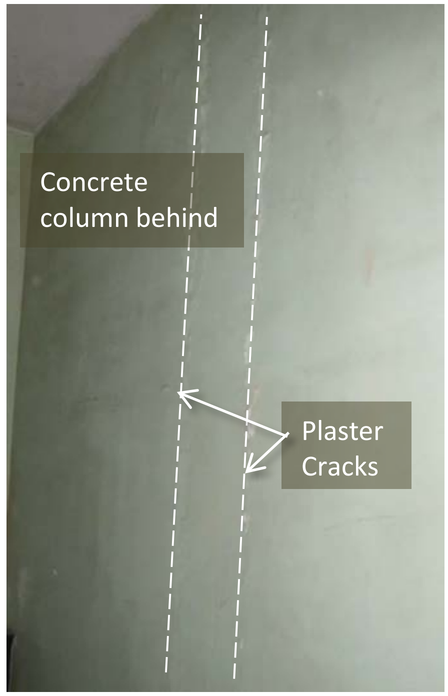

Figure 3: Typical non-structural cracks in the plaster at the edge of interior columns in the corridor walls (highlighted in white).

It is not clear whether the ground floor slab is soil-supported (i.e., not part of the concrete frame per se) or whether it is structurally suspended (with a void or crawl space below). If the foundation were built with an intentional void or crawl space below the slab, this could be beneficial for electrical and plumbing systems, but it also could mean greater potential for corrosion in the slab and piers. The opposite is true if it is soil-supported. As part of further investigation, we recommend coring holes through the first floor slab at a few locations to verify the type and condition of the foundation.

Reinforced-Concrete Frame

The building has a robust frame constructed with cast-in-place reinforced concrete. There are four rows of columns and beams, two at the perimeter of the building and two along the interior corridor walls. The spacing of the columns vary, but is generally 15-feet on center. Concrete floor joist span between the perimeter wall and corridor wall beams. Based on the observed joist size and reinforcing size and spacing, we estimate that the second floor has an approximate live-load capacity of 100-psf.

The condition of the reinforced concrete is generally good. However, there are isolated areas of reinforcing corrosion and concrete spalling, primarily in areas that have been exposed to moisture (Figure 4). The metal pan forms used originally to construct the suspended floors are also corroded, but because these were only necessary during construction, their deteriorated condition does not pose a risk to the integrity of the structure.

As part of our assessment, we performed two spot tests using a phenolphthalein indicator to determine the depth of carbonation[2], which is a key factor in the remaining life of the concrete. The first test was

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[2] The primary deterioration mechanism in reinforced concrete is corrosion of the steel reinforcement. The steel is initially protected by the high alkalinity of the cement in the concrete. Over time, a natural process called

performed on a dry, interior column and showed only limited carbonation of the concrete. The second test, on a continually-wet perimeter column, showed carbonation beyond 1.5-inches deep. We noted most of the interior columns had some protection from carbonation (plaster and paint) and we expect that most of the interior concrete frame has good remaining life. However, because the exterior columns are likely to carbonate more rapidly, we recommend that further investigation include small diameter cores through several of the exterior columns. These cores would be examined for depth of carbonation.

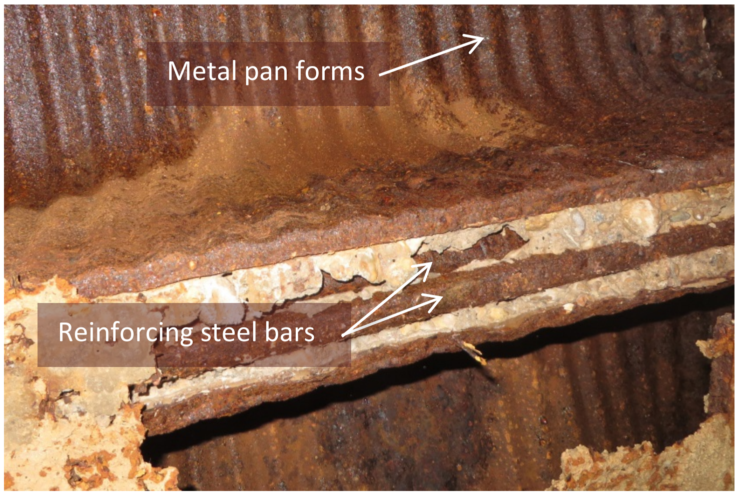

Figure 4: Corroded reinforcing steel in the floor joist and leave-in-place form work.

Interior Walls

None of the interior walls are load-bearing. The interior corridor walls are built of fire-rated hollow clay tiles finished with plaster. The corridor plaster is adhered directly to the clay tile without metal lath for reinforcing, so there is a tendency for it to crack on either side of the columns, as mentioned previously. In addition, there are isolated areas of damage from previous penetrations and vandalism (Figure 5). The class room partitions are wood-framed, plywood sheathed on both sides and plastered. There is substantial damage to the plaster, but the wood-framing appears to be in generally good condition.

Figure 5: Typical hollow clay tile at corridor walls.

The smaller room and closet walls are plaster on lath. Many of these partitions are damaged beyond repair and will require complete rebuilding (Figure 6).

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carbonation occurs in which the concrete absorbs carbon dioxide from the atmosphere, reducing the alkalinity. Below a pH of about 10.5, the reinforcing steel is no longer protected and corrosion can begin. It normally takes about 70 years for the carbonation to reach the shallowest reinforcing bars.

Figure 6: Typical smaller room and closet plaster wall with lath.

Exterior Masonry Veneer and Cast-Stone

The brick masonry veneer is non-load-bearing and has no header courses. Brick masonry is also used as infill between the elements of the structural-concrete frame. We observed sparsely occurring wire ties between the face brick and the concrete frame of the building. The masonry is generally in good condition with limited cracks, mostly limited to areas of corroding steel corrosion lintels (discussed below). We recommend cleaning and treating the masonry to help protect the reinforced concrete frame from water infiltration.

As noted above, the steel lintels supporting the masonry veneer over the window openings have started to corrode, and caused rust-jacking in some areas (Figure 7). The lintels over small windows at the corners of the building have been previously replaced with galvanized steel and appear to be performing adequately. We recommend a similar replacement of the remaining corroded lintels with galvanized steel. Lintels with minor corrosion may be able to be remain if water infiltration can be positively eliminated.

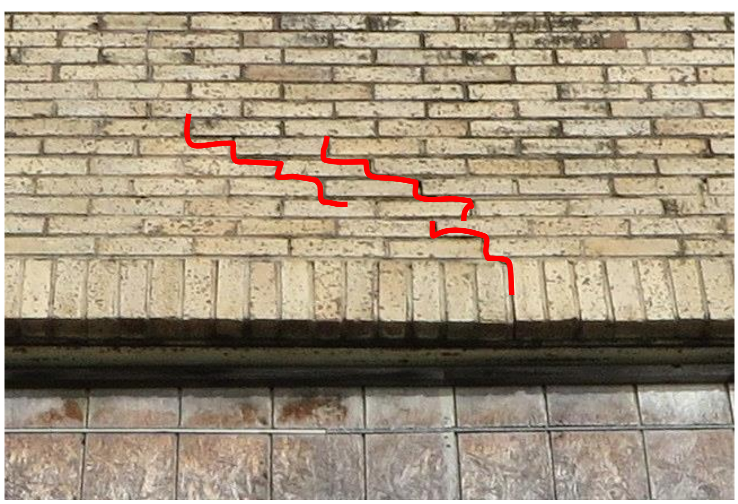

Figure 7: Typical cracking in the masonry veneer (highlighted for emphasis) caused by rust-jacking at corroded steel lintels.

The reinforcing in the cast-stone around the parapet and entrances has corroded and caused spalling and crumbling of the cast-stone (Figure 8). The level of deterioration is beyond repair and will require complete replacement of the cast-stone at all locations. It is possible to replicate the original style in new cast-stone in order to maintain the historic character.

Figure 8: Typical corroded steel reinforcing (arrow) and crumbling cast-stone (circled) at parapet.

Roof

Access to the roof was not available at the time of our site visit. However we believe the roofing has reached the end of its useful life and requires replacement. We observed several areas of deterioration inside the building caused by on-going roof leaks (Figure 9). The longer the concrete frame is exposed to moisture, the quicker the concrete will deteriorate.

Figure 9: Deterioration at an exterior column due to water leaks in the roof.

FURTHER INVESTIGATION

As discussed above, further investigation is recommended to determine whether the building has a suspended first-floor slab (with crawlspace) and to estimate the remaining life of the exterior beams and columns of the concrete frame. Determine the extent of carbonation at the exterior columns, interior columns, beams and joists. This further investigation would include:

a. Excavation of a test pit at the edge of the building, to a depth below the existing grade beam or footing.
b. Taking several concrete cores through the slab at the first floor to assess the depth of carbonation and to allow videoscope inspection of the crawlspace, if any, and the concrete foundation.
c. Taking small diameter cores from several exterior columns to assess the depth of carbonation.

RECOMMENDATIONS

In general the building's foundations, concrete frame, and brick veneer are performing adequately and the building is structurally sound as it stands today. Our initial findings suggest that the interior parts of the concrete frame can have an indefinite remaining service life, but further investigation (as noted above) will be required to estimate the expected service life of the exterior and ground-level structural concrete elements.

Note that while the deteriorated cast-stone trim is not part of the structural frame, it does represent a falling-object hazard. The other observable deficiency in the building is the corroded state of some of the steel lintels over the windows. Water infiltration is the primary cause of the building's deterioration and without repairs to the roof and other points of water intrusion, the currently minor levels of structural deterioration will grow.

Structural rehabilitation of the West End School will include the following

Immediate Needs

1. Repair the roof sufficiently to stop the worst leaks
2. Backfill around the site and slope to drain
3. Unclog and repair the downspouts to discharge away from the building.
4. Remove the large tree at the northeast corner of the building.

Structural Repairs

1. Improve site drainage & features
    a. Excavate around perimeter, install soil retaining panels as needed along building foundation[3]. Backfill with select material and compact. Cap with 12-inches of clay. Slope the ground away from the building.
    b. Install a new below-grade drain system to collect and convey stormwater away from the building.
    c. Reconnect the roof downspouts to below-grade drains.
    d. Replace the damaged concrete sidewalks.

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[3] Assuming the building has a suspended slab and void space.

2. Repair deteriorated concrete as needed. Assume 100-sf of roof deck, and 50-sf of beam or column surface repair (pending further investigation; see below).

3. Repair, clean and treat the exterior masonry
    a. Selectively repoint cracks in the masonry with a lime based mortar. Assume 300-LF.
    b. Install stainless steel remedial masonry ties to connect the brick veneer to the concrete frame. Assume 400 ties.
    c. Clean the exterior masonry with a hot-water low-pressure wash, using only mild detergents and sodium hydroxide. Acids or bleach should not be used.
    d. Apply an appropriate clear vapor-permeable water-repellent treatment[4] to the exterior masonry surface.

4. Replace the steel lintels over the exterior windows. Assume at least 50% replacement.

5. Replace the decorative cast-stone at the parapet and entrances (100%)
    a. Completely remove all of the existing cast stone and steel anchors.
    b. Replace with new cast-stone to match the shape, style, and color of the original. Cast-stone reinforcement shall be stainless steel.

6. Repair the interior walls
    a. Selectively repair sections of damaged hollow clay tile and wood framing at the interior corridor and partitions.
    b. Apply new plaster on metal lath or gypsum wall sheathing.

Please be advised that our report does not address mechanical, electrical, plumbing, architectural or accessibility requirements. These constitute the major part of a rehabilitation investment.

LIMITATIONS

This preliminary structural assessment was based on visual field observations of readily accessible areas. The recommendations are based on the observed conditions at the subject property at the time of the assessment. Other conditions may exist, or develop over time, which were not found during the assessment. These recommendations do not represent a final design or specification. Additional investigation will be required as part of a comprehensive program or design.

Please contact us if you have any questions regarding this report.

Sincerely,

SPARKS ENGINEERING, INC.

Patrick Sparks, P.E. February 23, 2015
Principal

[4] Conservation treatments should be silane-based with ethyl silicate. Research shows this type of treatment is effective at reducing water absorption, and does not restrict vapor movement out of the masonry units. Thus, they do not pose a risk to the historic materials.

Associates
REAL ESTATE GROUP

Rec'd March 4, 2015

LETTER OF OPINION

July 15, 2014

CITY OF TAYLOR
% Mr. Bob VanTil
400 Porter
Taylor, Texas, 76574

1301 Ferguson St.
Block 64
Doak Addition,
Taylor, Williamson
County, Texas

Dear Mr. VanTil:

At your request, I have made an on-site outside inspection of the above referenced property to determine its Fair Market Value.

The two story concrete block school building was built in 1920. According to City of Taylor officials there is 9,000 square feet in the structure. The vacant building is currently boarded up with no admission. A Structural Engineer has determined the building is fairly sound and asbestos contamination is at a minimum.

In our opinion, the property in its **location** and **present condition** has a Fair Market Value of **THIRTY-FIVE THOUSAND DOLLARS ($35,000.00).**

Respectfully submitted,

Kenneth Krueger

Kenneth Krueger
REALTOR GRI

Attached: General Limiting Conditions, **REALTOR'S** Qualifications, comps.

<u>THIS VALUATION IS SUBJECT TO THE FOLLOWING GENERAL LIMITING CONDITIONS</u>

It is assumed the legal description furnished is correct.

I do not assume responsibility for legal matters nor do I render any opinion as to the title, which I assume is to the good.

The property is valued as though free and clear, under responsible ownership and competent management. All existing liens and encumbrances have been disregarded.

"THIS IS AN OPINION OF VALUE OR COMPARATIVE MARKET ANALYSIS AND SHOULD NOT BE CONSIDERED AN APPRAISAL." In making any decision that relies upon my work, you should know that I have not followed the guidelines for development of an appraisal or analysis contained in the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

I have made no survey of the property and assume no responsibility in connection with such matters. Any photographs or sketches included are to aid the reader in visualizing the property.

Any information furnished to me by others is believed to be reliable, but I assume no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by anyone but the applicant without the previous written consent of the appraiser or the applicant and in any event, only in its entirety.

This valuation does not require me to give testimony in court or attend on its behalf, unless arrangements have been previously made therefore.

The distribution of the total valuation is this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building may not be used in conjunction with any other appraisal and are invalid if so used.

The value is reported in dollars on the basis of the currency prevailing at the date of the valuation.

I have no present or contemplated interest in the property appraised.

My compensation for making the attached valuation is in no matter contingent upon the value reported.

Associates
REAL ESTATE GROUP

QUALIFICATION OF KENNETH KRUEGER FOR OPINION LETTERS

July 15, 2014

TO WHOM IT MAY CONCERN:

I have been a **REALTOR** for the past 31 years and have been involved in over 1,052 transactions as Listing and/or Selling Agent. These sales have ranged from commercial property, residential and farm sales ranging up to 1,000+ acres. I have had 29 consecutive years of listings and sales in the $2,000,000.00-$8,000,000.00 range.

In addition to hands on experience, I have completed over 1,800 hours of real estate courses, including appraisal courses by state approved colleges and need only 30 classroom hours to be a state certified real estate appraiser licensee. In 1995, I completed all courses required for my **GRI** designation.

In the past 31 years I have completed over 1,715 LETTERS OF OPINION. These have been for eighteen different financial institutions; the I.R.S., F.D.I.C., R.T.C., 37 different attorneys, and numerous individuals for personal, estates, divorces or deaths in the family estate.

I was born in Taylor and have lived and worked in the area my entire life. With an extensive knowledge of rural and small town urban life, I strive to use education, experience and good common sense in my opinions.

Thank You.

Respectfully submitted

Kenneth Krueger

KENNETH KRUEGER
REALTOR GRI,

SIERRA DEMOLITION

PO Box 7858
Round Rock, Texas 78683

P 512.336.7665
F 512.258.6342
www.sierra-demolition.com

November 15, 2013

Mr. Bob van Til
City of Taylor
400 Porter Street
Taylor, TX 76574

RE: Demolition Services
West End School

Dear Mr. van Til:

Sierra Demolition is pleased to submit for your consideration the following proposal for the above referenced work.

Our proposal is for the demolition and disposal of the old West End School. All work will be performed in accordance with TDSHS, OSHA and all applicable Federal, State and Local Regulations as well as the "Demolition Specifications" provided by the City of Taylor. All work will be covered by $2,000,000.00 in GL and $1,000,000.00 in Auto and WC policies.

$24,550.00 – Asbestos removal and demolition of structures.
$9,365.00 – Add alternate for fill materials.
$2,880.00 – Add alternate for grass in affected areas leaving site in a mowable condition.

This project will require approximately 15 working days to complete. If a Performance and Payment Bond is required, please add 3% to the contract price. Attached is a sample of the Certificate of Insurance to be provided upon award. Our EIN is 74-2809075. Work plans and Safety plans will be provided upon award.

If you should have any questions or require any additional information, please do not hesitate to call.

Respectfully,

Pat Fleener
Sierra Demolition

Bob Vantil

From: pat@sierrademolition.com [pat.fleener@gmail.com]
Sent: Wednesday, January 14, 2015 1:22 PM
To: Bob Vantil
Subject: Re: 1920 West End School in Taylor

Bob,

The original proposal should be close, it's only a little over one year old. If anything, it might go down a little with fuel prices so low now. If you would like for me to confirm a hard bid, I need a copy of the asbestos survey. I can't seem to find the copy originally sent.

Thanks,

On Wed, Jan 14, 2015 at 11:54 AM, Bob Vantil <bob.vantil@taylortx.gov> wrote:

Hi, Pat. I hope you are doing well.

You might recall that when we solicited bids for the 1935 City Hall we also asked for bids on the 1920 West End School. When we awarded the bids, we left off the old school. We are now talking about that building again. And I have a favor to ask of you.

For planning purposes, so that the Council has some idea of the scope of the cost, can you look at this building again and refresh the cost estimate (ball park figure) to remove the building? You can assume that we'd want to contract out the entire job; asbestos remediation, demolition/removal and backfill.

City Council Meeting
March 12, 2015
Agenda Item Transmittal

Agenda Item #:	**5**
Agenda Title:	Consider interlocal agreement with the Taylor Independent School District (TISD) for paving improvements at the Main Street Campus.
Council Action to be taken:	Review and consider approving interlocal agreement.
Initiating Department:	Finance and City Management
Staff Contact:	**Rosemarie Dennis, Finance Director** **Isaac D. Turner, City Manager**

1. INTRODUCTION/PURPOSE

Jerry Vaughn, who serves as the TISD Superintendent, met with Casey Sledge, consulting engineering to the city, to discuss if Ramming Paving could do some paving improvements to their Main Street Campus. This cost will be approximately $48,750. As a result it was determined that an interlocal agreement between TISD and City would satisfy Mr. Vaughn's request. This will require a change order to our 2014 Street Maintenance project to allow construction work to begin.

The City Council approved into a similar agreement in August 2011 for a city project that involved TISD with paving at TH Johnson and Pasemann Elementary schools.

2. DESCRIPTION/ JUSTIFICATION

N/A

3. FINANCIAL/BUDGET

The attached interlocal agreement provides for the payment to the City to for the completion of this work. There will be no impact to the City finances, the City will invoice the TISD for the work done in the amount of $48,750.

4. TIMELINE CONSIDERATIONS

Immediate consideration is requested so Ramming may begin the work while they are in town and the City can receive funds from the TISD.

5. RECOMMENDATION

Staff recommends approval of the attached interlocal agreement.

6. REFERENCE FILES

5a. Interlocal Agreement.

Taylor Independent School District

Jerry Vaughn, Superintendent **Richard Kolek, Deputy Superintendent**

3101 N. Main Street Suite 104 Taylor, TX 76574
Phone: 512-365-1391
Fax: 512-365-3800

February 25, 2015

TAYLOR INDEPENDENT SCHOOL DISTRICT
CITY OF TAYLOR
INTERLOCAL AGREEMENT

This agreement is entered into by the Taylor Independent School District and the City of Taylor. Taylor ISD enters into this interlocal agreement with the City of Taylor to make improvements to the parking lot and drive ways on the existing paved surfaces located at the Main Street Campus, 3101 N Main Street, Taylor, TX.

This agreement is entered into to allow modifications (additions) to the existing contract the City of Taylor holds for pavement improvements. The work at the Main Street Campus will be executed under the existing City of Taylor contract. Taylor ISD will make the contribution of $48,750.00 for the completion of this work.

Jerry Vaughn, Supt.
Taylor Independent School District

2/25/15
Date

City of Taylor

Date

City Council Meeting
March 12, 2015
Agenda Item Transmittal

Agenda Item #:	**6**
Agenda Title:	Consider renaming the street leading to the Williamson County Arena.
Council Action to be taken:	Discuss and take action
Initiating Department:	City Administration
Staff Contact:	Isaac D. Turner, City Manager Council Member Scott Green

1. INTRODUCTION/PURPOSE

The city has received suggestions from several citizens to consider renaming the street that leads to the Williamson County Arena after Bill Pickett. In October 2014, Mayor Ancira sent a letter on behalf of the Council to Judge Gattis requesting the County consider honoring Mr. Pickett in some way with the expansion of the County facility. Council Member Scott Green asked to place the item on this agenda to facilitate a discussion on the subject of renaming the street.

2. DESCRIPTION/ JUSTIFICATION

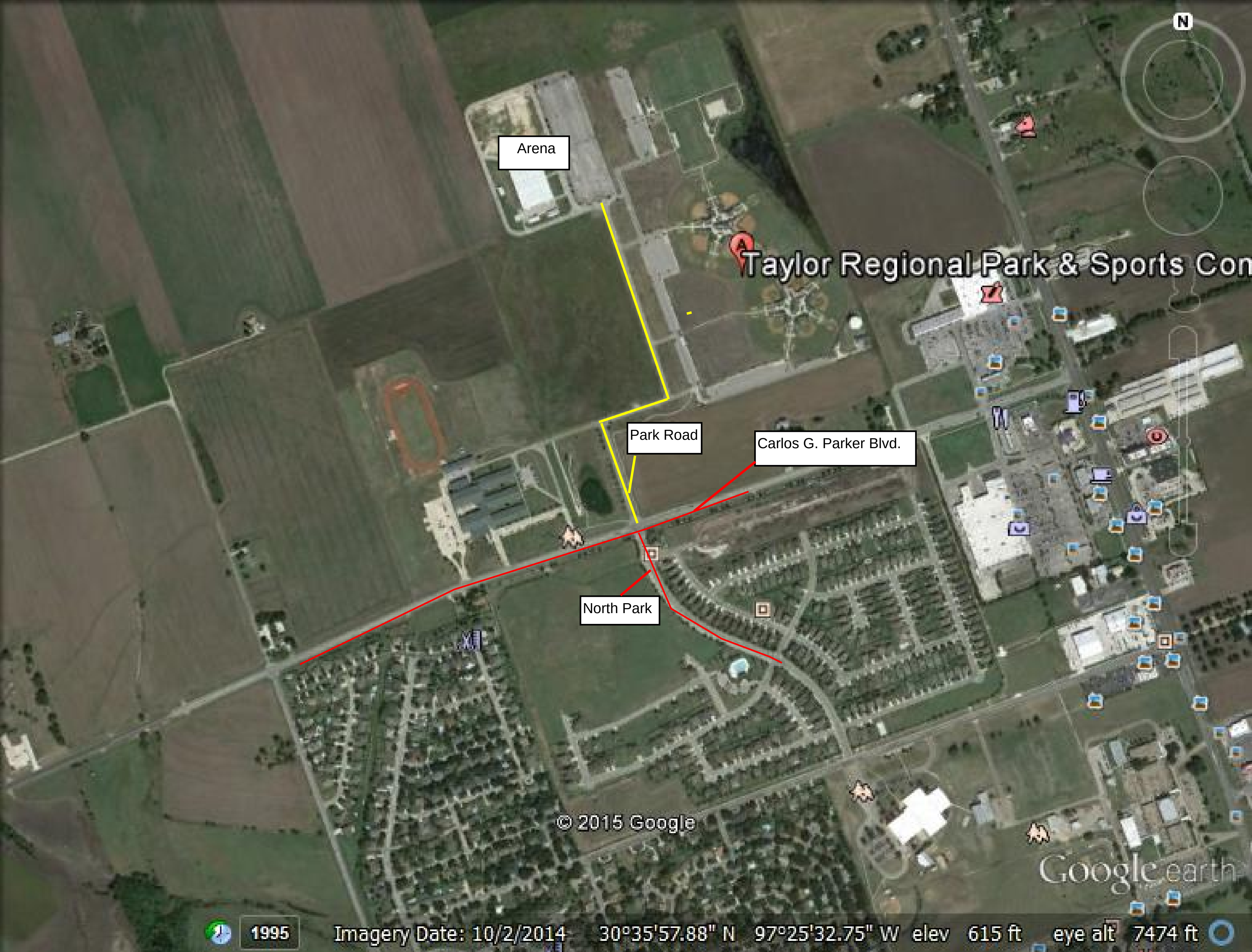
3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

6a Aerial Map.
6b. Judge Gattis letter


Arena
Taylor Regional Park & Sports Con
Park Road
Carlos G. Parker Blvd.
North Park
© 2015 Google
Google earth
1995
Imagery Date: 10/2/2014 30°35'57.88" N 97°25'32.75" W elev 615 ft eye alt 7474 ft

TAYLOR
THE ZEST OF TEXAS

October 28, 2014

The Honorable Judge Dan A. Gattis
Williamson County Courthouse
710 S. Main Street, Ste. 101
Georgetown, TX 78626

Dear Judge Gattis:

At our October 9th meeting the Taylor City Council approved a request from our Park and Recreation Advisory Board to ask the Williamson County Commission to name the Arena at the Williamson County Events Center after the legendary cowboy, Bill Pickett. Should the County Commission choose not to rename the Arena after Mr. Pickett, the City Council would respectfully request that a significant part of the venue be named in honor of Mr. Pickett.

Mr. Pickett spent his early rodeo days living and working in Taylor and East Williamson County in the late 1880's. By 1888, his family had moved to Taylor, where he and his brothers started a horse-breaking business. Bill was a member of the National Guard and a deacon of the local Baptist church. He is credited with inventing "Bull-Dogging" (steer-wrestling) and was inducted into the National Rodeo Hall of Fame in 1972. In 1989, he was also enshrined in the Pro Rodeo Hall of Fame and Museum of the American Cowboy at Colorado Springs, Colorado. In 1994 the United States Post Office issued a stamp in his honor.

With the planned expansion of the Events Center, the Taylor City Council believes that it is the right time to bestow an appropriate honor on "one of our own", Mr. Bill Pickett, for his contributions to our local community and to the sport of rodeo.

We appreciate your continued service to our community and thank you for consideration of this request.

Respectfully,

Jesse Ancira, Jr.
Mayor

City Council Meeting
March 12, 2015
Agenda Item Transmittal

Agenda Item #:	**7**
Agenda Title:	Consider approving an agreement to join and participate in the 1-Government Procurement Alliance (1GPA) purchasing cooperative.
Council Action to be taken:	Approve or deny
Initiating Department:	Finance Department
Staff Contact:	Rosemarie Dennis, Finance Department

1. INTRODUCTION/PURPOSE

The City seeks to enter into an agreement with 1Government Procurement Alliance which would allow the City to participate in the procurement of goods and services through this cooperative.

2. DESCRIPTION/ JUSTIFICATION

1GPA is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase goods and services they need from local and national vendors. 1GPA's pooled purchasing power means public and private schools, cities, counties and state agencies, as well as colleges, universities and Native American communities can save actual budget dollars on their contracts utilizing best business practices. All of their contracts are competitively bid and awarded in compliance with state statutes, procurement laws and regulations. There is no fee associated with joining or participating.

The City presently participates in several other purchasing cooperative programs such as:

- BuyBoard
- Houston-Galveston Area Council (H-GAC)
- TIPS/TAPS
- Tarrant County
- US Communities

All of these programs are very beneficial to us by saving staff time in the procurement process and brings savings to our budgets, thus saving taxpayer dollars.

3. FINANCIAL/BUDGET

There is no cost to participate in this purchasing cooperative.

4. TIMELINE CONSIDERATIONS

If approved, the city will have immediate access to any of the legal, competitively bid contracts.

5. RECOMMENDATION

Staff recommends entering into an agreement with 1Government Procedure Alliance.

6. REFERENCE FILES

7a. Participating Agreement
7b. Vendor List -Texas

Participating Agreement

This Agreement is entered into on this ________ day of ________ in the year _________, by and between ____ and 1GPA. The purpose of this Agreement is to allow ________________________ (Name of City) to purchase commodities and/or services under the same terms, conditions and prices as is available to all 1GPA members/participants.
With respect to this Participating Agreement, ______________________________ and 1GPA,
(Agency Name)

Texas Government Code Chapter 271 **-** allows Texas governments to contract with and between other government and/or nonprofit agencies, to provide governmental functions and services, and to join together in contracting with others to provide goods and services.

Agree to the following:

1. 1GPA has secured the contractor's agreement to provide commodities and/or services to it's members under the terms, conditions and prices as contracted for Governmental Agencies (Cities, Counties, Colleges, Educational Entities, School Districts, Non Profit, Tribes, all other governmental agencies and entities)
2. The authorized participating agency shall issue any and all purchase orders or other applicable authorizations for purchases made on it's behalf to 1GPA contractors.
4. Payment for commodities and/or services, and inspection and acceptance of commodities and/or services ordered by 1GPA participant shall be the exclusive obligation of the participant.
5. The exercise of any rights or remedies by 1GPA and/or its participants shall be the Exclusive obligation of 1GPA and/or its participants.
6. ______________________ (agency) shall provide 1GPA with a copy of any Purchase Order based on a 1GPA contract, at the time the Purchase Order is issued (see contact information below.
7. 1GPA makes the contract available to 1GPA participating agencies "as is" and is under no obligations to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the participant.
8. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by the parties to the Agreement.
9. This Agreement incorporates all Agreements, covenants and understandings between the parties concerning the subject matter in the Agreement. No prior Agreement or Understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement.
10. This Agreement shall become effective when signed by authorized agents of the parties. The Agreement shall remain in effect until termination as indicated in Item # 11 below.
11. Either party to this Agreement may terminate the Agreement by giving thirty (30) days Written notice to the other party. Any such notice shall be sent to the addresses listed below.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto.

Name of City:	Address:
Printed Name:	
Signature:	Email:
Date:	Phone Number:

1GPA Approvals

1GPA Signature:
Printed Name:
Title:
Date:

1GPA – Texas
401 Congress Ave., Suite 1540
Austin, TX. 78701

P: 512/720-0000
F: 512/852-4381
E: admin@1GPA.org

WE ARE PROUD TO SHOWCASE OUR EXCELLENT VENDORS!

ATHLETIC SURFACES

Hellas Sports Construction
Sunland Sports
Covington Flooring Company, Inc

ASPHALT

Sunland Asphalt

AUDIO VISUAL

Lightspeed
NeedThese
Troxell Communications, Inc

COMMODITY PROCESSING OF USDA FOOD

Asian Food Solutions, Inc
Basic American Foods
Chef's Corner Foods
Don Lee Farms
M.C.I Foods, Inc

CUSTODIAL SERVICES

ABM

DISASTER RELIEF

Belfor USA
Comprehensive Risk Services, LLC

DROP OUT MANAGEMENT

No Drop Outs AKA The American Academy

ELECTRONIC SIGNS & SCOREBOARDS

Daktronics

EMPLOYEE LEASING

Educational Services, Inc

ENERGY PERFORMANCE CONTRACTING

Ameresco, Inc
Climatec BTG
McKinstry Essention, LLC
Sylvania Lighing Services Corp.
Trane US Inc

ENGINE OILS, GREASE & LUBRICANTS

Schaffer Mfg. Kennedy Energy Services

FACILITIES MAINTENANCE & MANAGEMENT

GCA Services Group

FACILITY SECURITY SYSTEMS & SERVICES

Logicalis
Red Hawk Fire & Security
Tri-Signal Integration, Inc

FURNITURE

Contrax Furnishings
Krueger International, Inc
Lakeshore Learning Materials
School Specialty Furniture & Equip.
Shuttle System, LLC
Thompson Educational Furnishings, LLC

GROUNDS MAINTENANCE, LANDSCAPE & WEED CONTROL

ABM Services, Inc dba One Source Landscape & Golf Services

HEALTH MANAGEMENT

Mayo Clinic Health Solutions

JANITORIAL EQUIPMENT, SUPPLIES & SERVICES

Hillyard, Inc
Waxie's Enterprises, Inc

JOC

Core Construction
FCI Constructors, Inc
Hellas Construction
McCarthy Building Companies
Sletten Construction Company

OFFICE & CLASSROOM SUPPLIES

Independent Stationers, Inc
School Specialty

PERFORMANCE BASED MAINTENANCE

ABM
Clean Energy Constructors, LLC
Core Construction

WE ARE PROUD TO SHOWCASE OUR EXCELLENT VENDORS!

PERFORMANCE CONTRACTING FOR ENERGY SOLUTIONS

ABM
Ameresco
Core Construction
OpTerra Energy Services

PLAYGROUND EQUIPMENT, INSTALLATION & REPAIR

Dave Bang Associates, Inc
Kidstuff Playsystems, Inc
Kraus Craft, Inc
Play & Park Structures
A PLAYCORE COMPANY

PROFESSIONAL CONSULTING

College Prep Mastery, LLC
EMG

SECURITY SERVICES

ABM

SHADE / SHADE STRUCTURES / RAMADAS

Dave Bang Associates, Inc
Icon Shelter Systems, Inc
USA Shade & Fabric Structures, Inc

TECHNOLOGY

Desert Communications, Inc
NeedThese
Troxell Communications, Inc

THIRD PARTY ADMINISTRATIVE RETIREMENT PLAN

MidAmerica Administrative & Retirement Solutions
TSA Consulting Group, Inc.

TRANSPORTATION LOGISTICS

Transportation Logistics Management

WASTE MANAGEMENT

Waste Management

WATER MANAGEMENT

(IIS) Intelligent Irrigation Systems

WATER TREATMENT

McCarthy

WEB MANAGEMENT

School Webmasters, LLC

1Government Procurement Alliance of Texas

Michael Chouteau
Executive Director
512-687-6220

401 Congress Ave. #140
Austin, TX 78701
www.1GPA.org

City Council Meeting
March 12, 2015
Agenda Item Transmittal

Agenda Item #:	**8**
Agenda Title:	Consider approving Resolution R15-06 canceling the District 2 Council Member election on May 9, 2015**.**
Council Action to be taken:	Approve or deny resolution
Initiating Department:	City Clerk
Staff Contact:	**Susan Brock, City Clerk**

1. INTRODUCTION/PURPOSE

The Election Code requires the City approve a resolution to cancel an election for any unopposed candidates. For District 2 only one application was received from the incumbent and no other candidates came forward for this position.

2. DESCRIPTION/ JUSTIFICATION

On January 8, 2015, the Council approved Resolution R15-03 calling for an election on May 9, 2015, for the purpose of electing one council representative from District 2 and one from District 3. Only the incumbent had submitted a candidate application for District 2 and no other candidates came forward by the February 27th deadline. According to Section 2.053, Subchapter C of the Election Code "Upon receiving the certification, the city council may, by order or ordinance (or resolution), declare the unopposed candidate elected to office, in which case the election (for that office) is canceled."

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

After being declared elected, Mr. Gonzales will be sworn in for another three year term for District 2 at the same time the City Council canvasses the election results for the May 9th election for District 3.

5. RECOMMENDATION

To approve Resolution R15-06 to cancel the District 2 election on May 9, 2015 and declare unopposed candidate Christopher Gonzales, Sr. elected to the City of Taylor City Council.

6. REFERENCE FILES

8a. Resolution R15-06 Cancel Election/Certificate of Unopposed Candidacy District 2

RESOLUTION NO. R15-06

A RESOLUTION OF THE CITY OF TAYLOR, TEXAS, CANCELLING THE MAY 9, 2015 REGULAR ELECTION FOR THE PURPOSE OF ELECTING ONE MEMBER TO THE CITY COUNCIL FOR THE DISTRICT 2 POSITION AND DECLARING THE UNOPPOSED CANDIDATE ELECTED TO OFFICE

WHEREAS, the City of Taylor, Texas is a home rule municipality located in Williamson County, and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, in accordance with law a general election has been ordered for May 9, 2015; for the purpose of electing one member to the District 2 position to serve on the City Council in the City of Taylor; and

WHEREAS, the City Clerk has certified in writing that the candidate on the ballot for District 2 is un opposed for election to office; and

WHEREAS, the filing deadlines for placement on the ballot and declaration of write-in candidacy has passed; and

WHEREAS, in these circumstances Subchapter C, Sec. 2.053 of the election Code authorizes a governing body to declare each unopposed candidate elected to office and cancel the election.

NOW, THEREFORE, BE IT RESOLVED that

SECTION 1. The following candidate, who is unopposed in the May 9, 2015 general election, is hereby declared elected to office, and shall be issued a certificate of election:

Christopher Gonzales, Sr.

SECTION 2. The City Clerk is directed to post a copy of this Resolution at each designated polling place on or before May 9, 2015.

PASSED AND APPROVED on the 12th day of March 2015.

____
Jesse Ancira, Jr., Mayor
City of Taylor

ATTEST:

____
Susan Brock, City Clerk

RESOLUTION NO. R15-06

UNA RESOLUCIÓN DE LA CIUDAD DEL SASTRE, TEJAS, CANCELAR DE MAYO EL 9, ELECCIÓN REGULAR 2015 CON EL FIN DE ELEGIR A DOS MIEMBROS AL CONSEJO DE CIUDAD, UNO DEL DISTRICTO 2 Y DECLARAR EL CANDIDATO SIN OPOSICIÓN ELEGIDOS A LA OFICINA

SIENDO QUE, la ciudad de Taylor, Texas es un Municipio tipo Home Rule localizado en el condado de Williamson formado de acuerdo con los clausulas de las leyes general del codigo del gobierno local y operando en conformidad con la legislación proporcionada por el estado de Texas; y

SIENDO QUE,, de acuerdo con ley una elección general se ha pedido para de mayo el 9, 2015; con el fin de elegir a un miembro a la posición del districto 2 para servir en el ayuntamiento en la ciudad de Taylor, Texas; y

SIENDO QUE, el secretario de la ciudad ya certifica por escrito que cada candidato en la papeleta son sin oposicion en la elección oficio; y

SIENDO QUE, la fecha para postularse en la papeleta y declarar el candidato elegible para recibir votes por insercion escrita, se ha terminado; y

SIENDO QUE, en estas circunstancias el capitulo 2.053 del subcapitulo C del codigo de elección autoriza a un gobierna declorar cada candidato sin oposicion elegido al officio y cancelar la elección.

Ahora, por esta, es Resolution por

SECCIÓN 1. El candidato siguientes, quiénes son sin oposición en de mayo el 9 elección de 2015 generales, por este medio se declaran elegido a la oficina, y será publicado un certificado de la elección:

Christopher Gonzales, Sr., District 2

SECCION 2. El Secretrio de la ciudad es ordenado de colocar una copia de esta Resolution en cado sitio, designado como sitio para votar en May 9, 2015.

ACEPTADO, Y APROBADO en este 12 ia del March, 2015.

____
Jesse Ancira, Jr., Alcalde
City of Taylor

ATESTIGUA:

____
Susan Brock, Vendedor De la Ciudad

CERTIFICATE OF UNOPPOSED CANDIDATES
BY THE CITY CLERK

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan Brock, certify that I am the city clerk of the city of Taylor, Texas and the authority responsible for preparing the ballot for the May 9, 2015 general city election. I further certify that no person has made a declaration of write-in candidacy, and the following candidate is unopposed:

Christopher Gonzales, Sr.

Witness my hand and seal of office this 12th day of March, 2015.

____
Susan Brock
City Clerk

City Council Meeting
March 12, 2015
Agenda Item Transmittal

Agenda Item #: **9**

Agenda Title: Consider future agenda items**.**

Council Action to be taken: No action can be taken on this item

Initiating Department: City Council

Staff Contact: **Mayor**

1. INTRODUCTION/PURPOSE

Under this item, staff will be receiving input regarding future agenda items from you. This agenda item will be added as a routine matter on each of your upcoming agendas and will not be an action item since no specific items are listed for consideration. Staff will also be bringing potential agenda items before you at this time.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

9a. Continuous list

Topics still to be addressed:

Gonzales:

- a city facilities assessment – Proposal requested from TASB
- cemetery streets addressed: added to the CIP
- bulk or reduced water rates for home owner associations: looking at tiered system to be brought to Council in January.

Ancira:

- requested a joint meeting or workshop with the TEDC Board after the new city manager is in place- Pending.
- Discuss CARTS and AMTRAK project update – Pending – Work in progress.
- Corridor signage – In committee pending branding efforts. Branding company selected and branding about to be underway.
- Add policy to Board Handbook regarding deadline for applications. Currently under revision and will be presented to Council at January meeting.
- Research railroad "quiet zone": underway
- Water conservation efforts
- Municipal water project funding options
- Funding options for sidewalk maintenance and repair
- More detail in Sales Tax reports if possible

Green:

- Consider a "vacant building fee" and guidelines for downtown Main Street properties; June 26 ; to be brought back at a later meeting for further discussion
- Update on corridor signage: waiting for Main Street Board info
- Update on 7th Street Hospital property

Rydell:

- consideration of developing an in house street program to repair, fix and rebuild when possible: Street committee working on options.
- Developing historic preservation ordinances – In Progress – Main St Bd; Janetta McCoy
- review results of the TEEX Community Strategic Plan and begin to develop City plan June 26 meeting reviewed communications portion ; continue discussion in January.
- More diversity for board volunteers; Summit of leaders
- Decibel level for trains at Main and 2nd Street
- Sidewalks maintenance and repair

City Council Meeting
March 12, 2015
Agenda Item Transmittal

Agenda Item #: **10**

Agenda Title: Executive Session. (Economic Development)

Council Action to be taken: Adjourn into Closed session.

Initiating Department: City Administration

Staff Contact: **Mayor**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/ JUSTIFICATION

The Taylor City Council will conduct a closed meeting under Section 551.087 of the Texas Government Code which allows such a closed meeting and which Rules conflict with the Texas Open Meetings Act.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

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 March 12, 2015 and has posted an Official Agenda indicating the possible need for an Executive Session. The Council will now adjourn into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section:

☐	551.071	To consult with its attorney about pending or contemplated litigation; or a settlement offer; or 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
x	551.087	Regarding economic development negotiations and considering financial or other incentives to a business prospect that the City seeks to have locate in or near the City of Taylor.

Any action resulting from the Executive Session will be taken in Open Session immediately following the Executive Session.

2. BACK TO OPEN SESSION

The time is now ___________ and we will reconvene into Open Session. No action or vote was taken on any matter discussed in Executive Session.

CERTIFICATION

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

WITNESS my hand this the 12th day of March, 2015.

____
Mayor

(Executive session Consolidated Form)