

AGENDA

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

OCTOBER 27, 2016, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATION

1. Proclamation: Municipal Courts Week, November 7-11, 2016. (Mayor)
2. Proclamation: Veterans Day is November 11, 2016. (Mayor)

ANNOUNCEMENTS

CITIZENS COMMUNICATION

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

CONSENT AGENDA

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

3. Approve minutes for October 13, 2016. (Susan Brock)

SPECIAL PRESENTATION

4. Receive presentation from Williamson County and Cities Health District on mosquito control. (John Teel)

PUBLIC HEARINGS

5. Conduct a Public Hearing and consider introducing Ordinance 2016-20 amending the Zoning Ordinance to delete Appendix A: Fees. (Ashley Lumpkin)
6. Conduct a Public Hearing and consider introducing Ordinance 2016-24 amending Zoning Ordinance, Chapter 11, definitions, to clarify and update zoning definitions pertaining to dwelling unit, minimum size and industrialized home. (Ashley Lumpkin)
7. Conduct a Public Hearing and consider introducing Ordinance 2016-22 to rezone approximately 0.18 acres at the approximate southwest corner of Main Street and West Second Street from M-1 (Light Industrial District) to B-3 (Central Business District) in conformance with the Comprehensive Plan and Downtown Plan. (Ashley Lumpkin)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

8. Consider action with respect to Resolution R16-28 authorizing proceeding with the issuance of Certificates of Obligation and further directing the Publication of Notice of Intention to issue City of Taylor, Texas Combination Tax and Revenue Certificates of Obligation, Series 2017. (Isaac Turner; Jennifer Douglas)
9. Consider the adoption of an Ordinance 2016-23 authorizing the issuance of the City of Taylor, Texas General Obligation Refunding Bonds; levying an Ad Valorem tax in support of the bonds; establishing procedures for selling and delivery of one or more series of the bonds; and authorizing other matters relating to the bonds. (Isaac Turner; Jennifer Douglas)
10. Consider request from Main Street Car Show Committee to sell wine and/or beer and to allow consumption throughout the car show area for 4th Annual Main Street Car Show and street dance. (Deby Lannen)
11. Receive update on Hazard Mitigation Plan process. (Noel Bernal; Chief Ekiss)
12. Discuss history and disposition of West End School facility. (Ashley Lumpkin)
13. Consider proposed future agenda topics and items for discussion. (Mayor)

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on October 24, 2016 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
Susan Brock, City Clerk

Date _____

10/24/16

ANNOUNCEMENTS

DATE/Time	EVENT	LOCATION
Sat., Oct. 29 10 am-11 pm	Main Street Car Show	Downtown
Sat., Oct. 29 , 6:30 pm	Haunted Taylor Tour (TCHS)	Downtown
Mon., Oct. 31, 6-9 pm	Spooktacular	Heritage Square/Downtown
Sun., Nov 6, 2-4 pm	Veteran's Day Observance	Moody Museum
Thurs., Nov. 10, 10:00 am	Dr. Dickey Cenotaph Marker Dedication	Tx State Cemetery, Austin
Fri., Nov. 11, 9:30 am	Veteran's Day Ceremony	Taylor Middle School Gym



City Council Meeting October 27, 2016 Agenda Item Transmittal

Agenda Item #: 1

Agenda Title: Proclamation: Recognizing November 7-11, 2016 as Municipal Courts Week.

Council Action to be taken: Mayor will present proclamation.

Initiating Department: City Administration

Staff Contact: Esther Walton, Clerk of Municipal Court of Records/Administrator

1. INTRODUCTION/PURPOSE

To recognize the important role municipal courts play in helping maintain and improve the quality of life of a community.

2. DESCRIPTION/ JUSTIFICATION

The Texas Municipal Courts Education Center encourages communities to celebrate Municipal Courts Week by recognizing the value of their judges, court support personnel and prosecutors and the work that they do.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

Municipal Court Week is November 7-11, 2016.

5. RECOMMENDATION

Present proclamation.

6. REFERENCE FILES

1a. [Proclamation](#)

PROCLAMATION

Municipal Court Week November 7-11, 2016

Whereas, the Municipal Court of Taylor has existed since 1914; and

Whereas, Municipal Judges and court personnel have pledged to be impartial, rendering equal service to all, and conform to the standards set by the Canons of Judicial Conduct; and

Whereas, the Municipal Court serves as the local justice center for the enforcement of local ordinances that protect the peace and dignity of our community; and

Now, therefore, as Mayor of the City of Taylor, I do hereby proclaim the week of November 7-11, 2016, as

Municipal Court Week

and extend our appreciation to the City of Taylor Municipal Judge and court support staff for the services they perform.

Proclaimed this, the 27th day of October, 2016.

Jesse Ancira, Jr., Mayor



***City Council Meeting
October 27, 2016
Agenda Item Transmittal***

Agenda Item #: 2

Agenda Title: Proclamation: Veterans Day is November 11, 2016.

Council Action to be taken: Mayor to present

Initiating Department: City Administration

Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

This proclamation recognizes November 11th as Veterans Day.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

2a. [Proclamation](#)

PROCLAMATION

Whereas, November 11 is known as Veterans Day and a time when we have the opportunity to show our appreciation to all American veterans; and

Whereas, millions of men and women have served in our military branches performing acts of bravery, serving with honor and making sacrifices for all of us; and

Whereas, Veterans Day is a time to remember these heroes and to honor the memories of those who lost their lives; and is also a time to thank all of the men and women of our armed forces who continue to fight for freedom throughout the world today; and

Whereas, their service reminds each of us to hold dear the many liberties we enjoy today. Let us honor the heroes we have lost and dedicate ourselves to support the next generation of veterans as they return home from duty.

NOW, therefore, as the Mayor of the City of Taylor, I do hereby honor our veterans and proclaim November 11, 2016 as

Veterans Day
in
Taylor, Texas

Proclaimed this 27th day of October, 2016.

Jesse Ancira, Jr., Mayor



***City Council Meeting
October 27, 2016
Agenda Item Transmittal***

Agenda Item #: 3
Agenda Title: Approve minutes for October 13, 2016.
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

3a. [Minutes October 13, 2016](#)

The City Council of the City of Taylor met on October 13, 2016, at City Hall, 400 Porter St., Taylor, Texas. Mayor Jesse Ancira declared a quorum and called the meeting to order at 6:05 p.m. with the following present:

Council Member Robert Garcia
Council Member Christopher Gonzales
Council Member Christine Lopez
Mayor Pro Tem Brandt Rydell

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

INVOCATION

Chief Ekiss led the group in prayer.

PLEDGE OF ALLEGIANCE

PROCLAMATION

1. PROCLAMATION: ARBOR DAY, OCTOBER 22, 2016.
Mayor Pro Tem Rydell presented a proclamation to Mike DeVito, Director, Parks and Recreation, designating October 22, 2016 as Arbor Day.
2. PROCLAMATION: NATIONAL FRIENDS OF THE LIBRARY WEEK, OCTOBER 16-22, 2016.
Council Member Gonzales presented a proclamation to Ms. Karen Ellis, Library Director, and members of the Friends of the Library Board and Library Advisory Board, recognizing October 16-22 as National Friends of the Library Week.
3. PROCLAMATION: CHAMBER OF COMMERCE WEEK, OCTOBER 17-21, 2016.
Council Member Lopez presented a proclamation to Ms. Tia Stone, President, Taylor Chamber of Commerce, designating the week of October 17-21, 2016 as Chamber of Commerce Week.

ANNOUNCEMENTS

Mayor Ancira read a list of upcoming community events and Mayor Pro Tem Rydell added The Haunted Tour of Taylor on October 22 and October 29th being held in conjunction with other Halloween activities.

CITIZENS COMMUNICATION

Mr. Franklin Winchester, 613 W. 7th, indicated his support of the structure under construction at 608 Kimbro as long as it meets all city code requirements.

CONSENT AGENDA

4. APPROVE ORDINANCE 2016-19 FOR A BUDGET AMENDMENT TO THE BUDGET FOR THE 2015/2016 FISCAL YEAR.

ORDINANCE NO. 2016-19

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING
ORDINANCE NO. 2015-10 ADOPTED ON SEPTEMBER 10, 2015, MAKING

APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; BY AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND AS WELL AS OTHER FUNDS THAT PROVIDE FOR THE PAYMENT OF OPERATING EXPENSES AND CAPITAL OUTLAY AND BY CHANGING THE AMOUNT APPROPRIATED FOR VARIOUS DEPARTMENTS OF THE CITY.

5. APPROVE MINUTES FOR SEPTEMBER 22, 2016.

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

PUBLIC HEARINGS/ORDINANCES

6. CONSIDER APPROVING ORDINANCE 2016-14 REVISING TAX INCREMENT FINANCING ORDINANCE.

Ms. Ashley Lumpkin, Planning and Development Services Director, presented a recap of what was presented at the September 22 council meeting on this item. Without any additional discussion Council Member Lopez moved to approve the ordinance as presented and Council Member Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

ORDINANCE NO. 2016-14

AN ORDINANCE AMENDING ORDINANCE NO. 2005-9 CREATING REINVESTMENT ZONE NO. 1 UNDER THE TAX INCREMENT FINANCING ACT ALLOWED UNDER THE TEXAS TAX CODE, AND ADOPTED BY THE CITY OF TAYLOR, TEXAS, JUNE 28, 2005, AS HERETOFORE AMENDED, BY AMENDING SECTION 3 TO REMOVE AND REVISE CITY POWERS GRANTED TO THE ZONE BOARD OF DIRECTORS FOR ADMINISTRATION, MANAGEMENT OR OPERATION OF THE ZONE; PROVIDING A SAVINGS CLAUSE.

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

7. CONSIDER APPROVING A 380 ECONOMIC DEVELOPMENT AGREEMENT FOR A NEW HOTEL.

Mr. Turner presented a request to approve an agreement with SAYDA Capital LLC for a hotel development project. The details of the agreement were based on an earlier proposal but now includes increased capacity with more rooms and a larger meeting room. Mr. Nimesh Patel was present to respond to questions and is planning for construction to begin no later than May, 2017.

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

8. RECEIVE UPDATE ON DISPOSITION OF PROPERTY LOCATED AT 608 KIMBRO.

Ms. Lumpkin presented a summary of recent meetings and their outcomes. Citizens who came forward included Mr. Larry Magehee with LGM Homes, owner of the project. Other speakers included Mr. David Legere, 211 N. Doak, Mr. Shannon Sutton, 2005 Jason, and Mr. David Paul, 840 W. 6th Street.

Mayor Ancira asked staff to get additional input from realtors on the project. Council Member Lopez moved to accept the update as presented and Council Member Garcia seconded the motion. VOTE: Five voted AYE. Motion passed.

(Mayor Ancira stepped out of the room and Mayor Pro Tem Rydell took over the meeting for the next 10 minutes.)

9. RECEIVE 2016 STRATEGIC FACILITIES PLAN FOR THE WASTEWATER TREATMENT PLANT.

10. RECEIVE UPDATE ON EMERGENCY REPAIRS AND CONDITION ASSESSMENT OF THE WASTEWATER TREATMENT PLANT.

Mr. Casey Sledge, consulting city engineer, presented an overview of a long-range plan for needed improvements at the wastewater plant. Mr. Walter Ragsdale, interim Public Works Director, provided a presentation on the current conditions and emergency repairs needed.

In a single motion, Mayor Pro Tem Rydell moved to approve the plan as presented and Council Member Lopez seconded the motion. Mr. Rydell amended the motion to include a statement to proceed with the items listed as Priority 1A and Ms. Lopez seconded the amended motion. VOTE: Five voted AYE. Motion passed.

11. RECEIVE UPDATE ON TXDOT DEPARTMENT OF AVIATION BID AWARD FOR AIRPORT IMPROVEMENTS.

In the absence of Mr. Cornelius due to a family emergency, Mr. Bernal presented an overview of the improvements scheduled to be made at the airport with the recent award of a TxDOT grant received for \$2.9 million. Most of the improvements are for rehabilitation of the runway and reconstruction of the north end of the taxiway. Additional improvements also include a new 12-unit T-Hangar and security fencing.

Council Member Garcia moved to accept the update as presented and Mayor Pro Tem Rydell seconded the motion. VOTE: Five voted AYE. Motion passed.

12. APPROVE REIMBURSEMENT RESOLUTION R16-27 EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES OF THE CITY OF TAYLOR FOR THE AIRPORT PROJECT AND WASTEWATER TREATMENT PLANT IMPROVEMENTS.

Ms. Rosemarie Dennis, Finance Director, presented a request to approve a reimbursement resolution related to the improvements at the wastewater treatment plant and airport projects. Council Member Gonzales moved to approve the resolution and Council Member Lopez seconded the motion. VOTE: Five voted AYE. Motion passed.

(Council Member Gonzales left the meeting at 7:50 pm.)

13. DISCUSS PROPOSAL FROM TEXAS DEPARTMENT OF TRANSPORTATION REGARDING REHABILITATION OPTIONS FOR MARIN LUTHER KING JR., BLVD AND HIGHWAY 112.

Mr. Ragsdale presented a proposal from TxDOT to rebuild Martin Luther King Blvd. and Highway 112 prior to turning it over to the City. The project includes 1.4 miles of road and 60-100 feet of Right of Way that is 50 feet wide. No action was required on this item and council agreed to continue this discussion at a future meeting.

14. DISCUSS PARCEL VERSUS BUSINESS METHODOLOGY FOR ASSESSING THE NON-RESIDENTIAL TRANSPORTATION USER FEE.

Mr. Turner brought this item back for additional discussion at the request of a council member. He pointed out that Ordinance 2016-03 approved by council in February 2016 included a statement in Section 13 that allows for "periodic review of rates". Mr. Sledge provided a recap of earlier presentations and the options provided by parcel vs business methodologies. Mr. Gary Gola, stated that he believes that it is the implementation at issue, not the rate. Mr. Cliff Olle, 1903 Sarah Cove, and a business owner, stressed the need to leave the current ordinance and method in place to provide some stability for business and property owners for at least three years.

Council Member Garcia made a request to consider exempting churches and other non-profits from the fee. Council Member Lopez asked about whether any thought was given to waive the fee for residents over 65 years of age. Mr. Turner agreed to bring this item back with a cost related to implementing such an exemption during the next budget year process. No vote was taken.

15. RECEIVE UPDATE ON COMMUNITY CLEANUP EFFORTS.

Ms. Holli Nelson, Public Information Officer, provided an overview of plans for the upcoming fall community and neighborhood cleanup events. Council Member Garcia made a request to provide information on pick up of bulky items and hazardous materials on social media. Council Member Garcia moved to accept the report as presented and Council Member Lopez seconded the motion. VOTE: Four voted AYE. Motion passed.

16. CONSIDER MEETING DATES FOR NOVEMBER AND DECEMBER 2016.

Ms. Brock presented a reminder to council that the second meetings in November and December are usually cancelled due to the conflict with holidays (Thanksgiving and Christmas). Council Member Garcia moved to cancel the second meetings in both November and December and keep the regular meetings on November 10 and December 8. Council Member Lopez seconded the motion. VOTE: Four voted AYE. Motion passed.

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

Council Member Garcia requested information on mosquito control efforts, an update on animal control staffing, and the skate park. Council Member Lopez requested an update on the

Givens Community Center grant request and an update on code enforcement plans. Mr. Turner agreed to continue the discussion regarding conflict of interest.

(Mayor Ancira and council members retired to closed session at 8:45 pm.)

18. EXECUTIVE SESSION. The Taylor City Council will conduct a closed executive meeting under Section 551.071 of the Texas Government Code to meet with its City Attorney on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas authorize and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act.

- Pending litigation regarding the wastewater treatment plant

19. CONSIDER ACTION FROM EITHER EXECUTIVE SESSION.

Mayor Ancira resumed the open meeting at 9:06 p.m. and stated that there was no action taken during either Executive Session.

ADJOURN

With no further action Mayor Ancira declared the meeting adjourned at 9:06 p.m.

Jesse Ancira, Jr., Mayor

ATTEST:

Susan Brock, City Clerk



***City Council Meeting
October 27, 2016
Agenda Item Transmittal***

Agenda Item #: 4

Agenda Title: Receive presentation from Williamson County and Cities Health District on mosquito control.

Council Action to be taken: Receive report.

Initiating Department: City Administration

Staff Contact: Isaac Turner, City Manager
John Teel, Executive Director WCCHD

1. INTRODUCTION/PURPOSE

This item is in response to a request for information regarding mosquito control efforts.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

For information only.

6. REFERENCE FILES

4a. [Presentation](#)



FIGHT THE BITE

Williamson County & Cities Health District



Protect Yourself, Your Family, and Community
from Mosquitoes with the 3Ds

Williamson County & Cities Health District
Integrated Mosquito Management – Environmental Health Services
www.wcchd.org

Mosquito Bite Prevention (United States)



Not all mosquitoes are the same. Different mosquitoes spread different viruses and bite at different times of the day.

Type of Mosquito

Viruses spread

Biting habits



Aedes aegypti,
Aedes albopictus

Chikungunya,
Dengue, Zika

Primarily daytime, but
can also bite at night



Culex species

West Nile

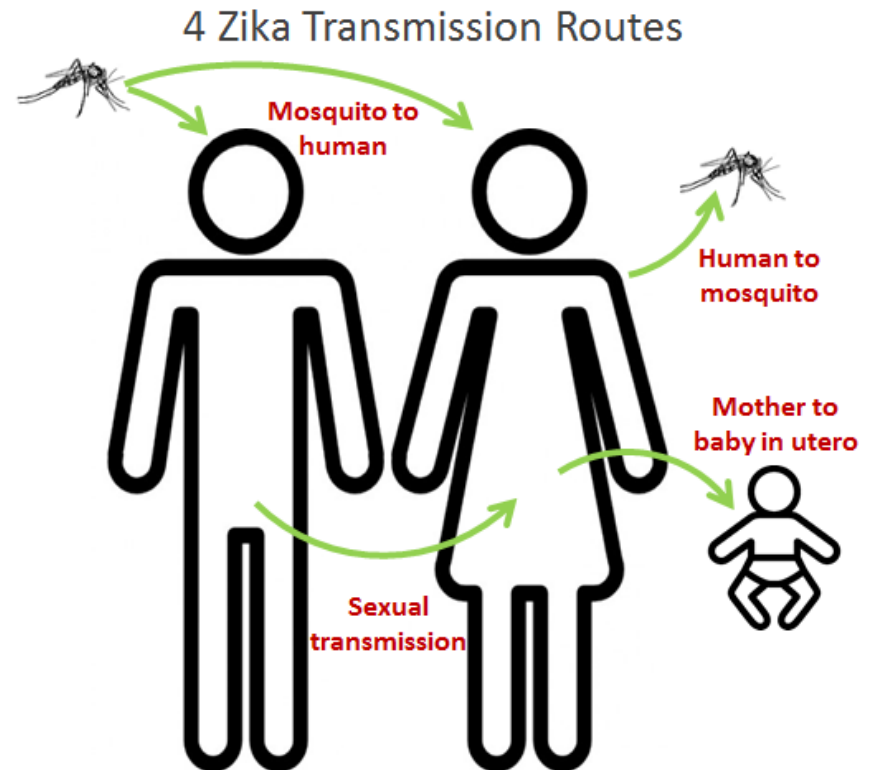
Evening to morning

Zika: A Public Health Crisis



Never before has there been a sexually transmitted arbovirus

- Multiple modes of transmission
 - Mosquito
 - Sexual transmission
 - All bodily fluids
- The last virus to cause birth defects was discovered in the 1950s
- No vaccine
- No treatment

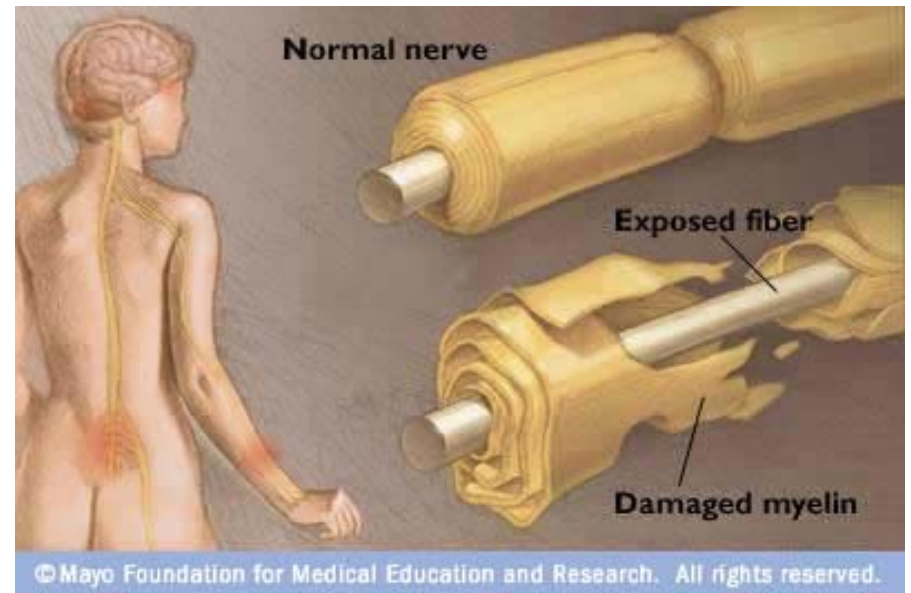


Symptoms



Not all people will develop symptoms:

- In healthy adults, only 1 in 5 people become ill
- Pregnant women are at especially high risk
- Rarely fatal to adults
- Associated with Guillain-Barre
- Recent studies have potentially linked Zika infection to long term brain damage in adults

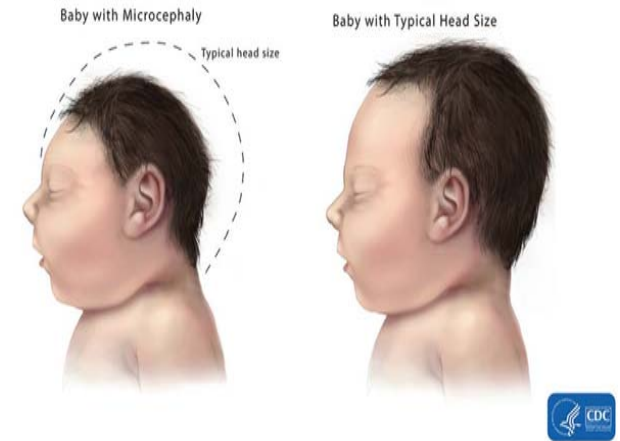


Complications in Pregnancy



Confirmed correlation between infection during pregnancy and infant microcephaly (abnormally small head)

- Brazil has seen ~5,000 cases in 1 year, still rising
- Microcephaly results in brain damage, often death
 - Severe developmental delays, blindness, deafness in the absence of microcephaly
- CDC has recommended pregnant women or women wanting to become pregnant avoid all travel to affected areas





Is WilCo at Risk?

Yes!

- Spread by *Aedes* mosquitoes (abundant in WilCo and TX)
- Aggressive day-time biters
- Prefer to feed on people
- Live indoors and outdoors
- Breed around homes (buckets, bird baths, flower pots, etc.)
- Same mosquitoes that transmit dengue, CHIKV
- Do not respond to truck-mounted spraying



Current Situation - CONUS



- US has reported 4,016 cases
 - 899 cases in pregnant women
 - Far surpassed imported dengue and CHIKV – predicted to follow dengue
- Texas has reported 232 cases (as of 10/20)
 - Mostly travel associated or sexually transmitted, one case contracted in FL
 - 79 Texas women on the Zika pregnancy registry
- Williamson County: 5 cases, all travel-associated
 - Travis County: 10 cases, all travel-associated
- 08/2016 – local transmission confirmed in Miami-Dade Co., Broward Co., Hillsborough Co., FL
- 09/2016 – Zika detected in mosquitoes in Miami
- Florida has 166 local cases as of 10/20 – still ongoing



Lessons Learned from FL



- Once detected, spread rapidly
- “Pockets” of infection
 - Rapid response likely kept pockets contained
- Each pocket was independently introduced
- Case counts only include mosquito-borne transmission, not sexual transmission
- Financial impact on tourism in Miami
- Required local/state/CDC health department response
- Even with rapid, large-scale response, 166 cases still confirmed
- Cost several million dollars



Current Situation - WilCo



Current WCCHD Response

- Educational campaign
- Reaching out to local providers
- DCP responding to ~5 Zika cases/inquiries per week
- EHS receiving calls from concerned citizens – investigating mosquito complaints
- Zika Planning Task Force
- Draft Zika Action Plan
- Testing *Aedes* traps for efficacy

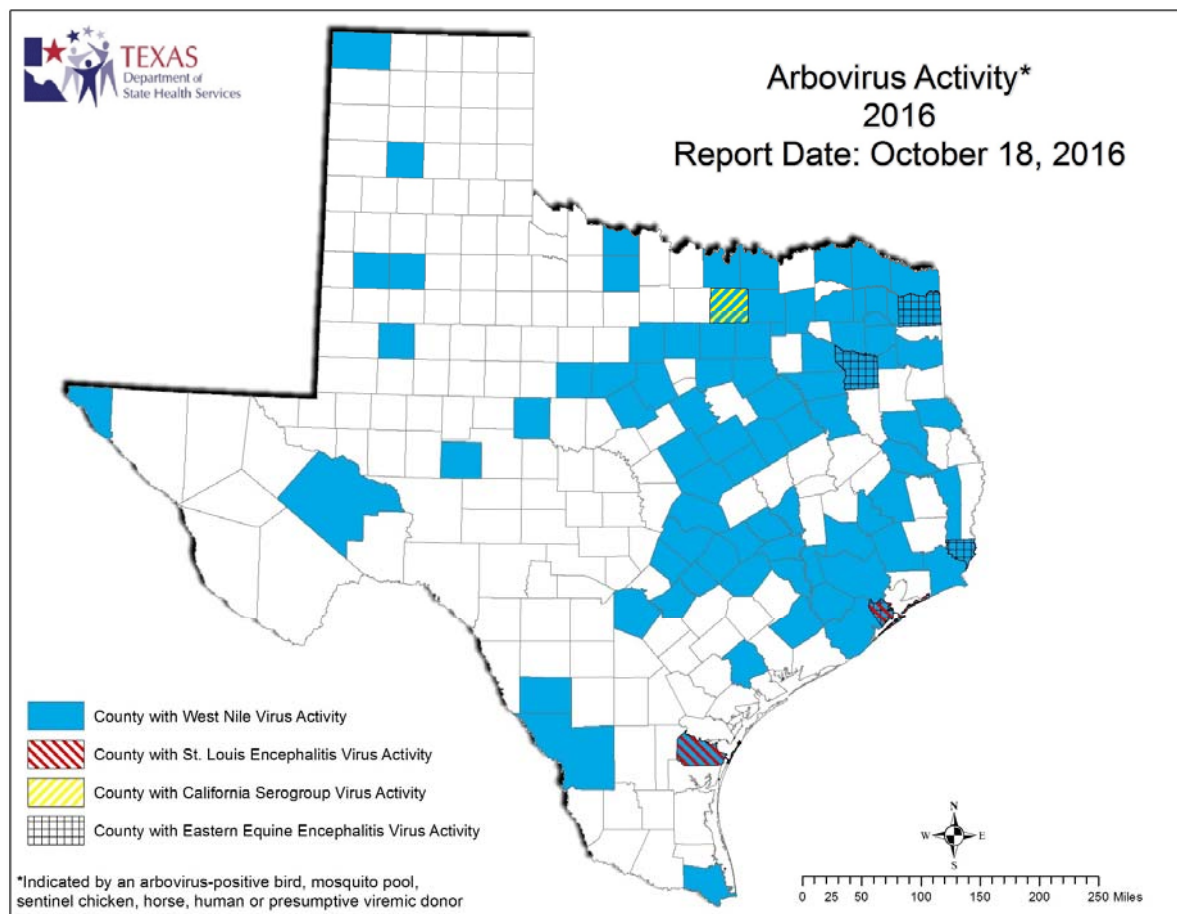
Challenges

- WilCo does not have mosquito control
- Dependent on third-party contractor or DSHS for assistance
- 1.5 FTE cannot support WNV and Zika surveillance simultaneously
- Currently do not have enough staff to execute Zika Action Plan
- DSHS only has 5 strike teams, CDC has 3
 - Will this be enough if Zika becomes endemic in TX?
- Still many unknowns

West Nile Virus in Texas



- West Nile virus (WNV) is the biggest threat to Texas currently
- “Autumn” disease
- 2012: 1,868 cases, 89 deaths
- 2012 WilCo: 27 cases, 1 death
- 2016 to date: 248 cases, 10 deaths
- Significant increase in mosquito programs after 2012
 - Partially responsible for decrease in cases since 2012

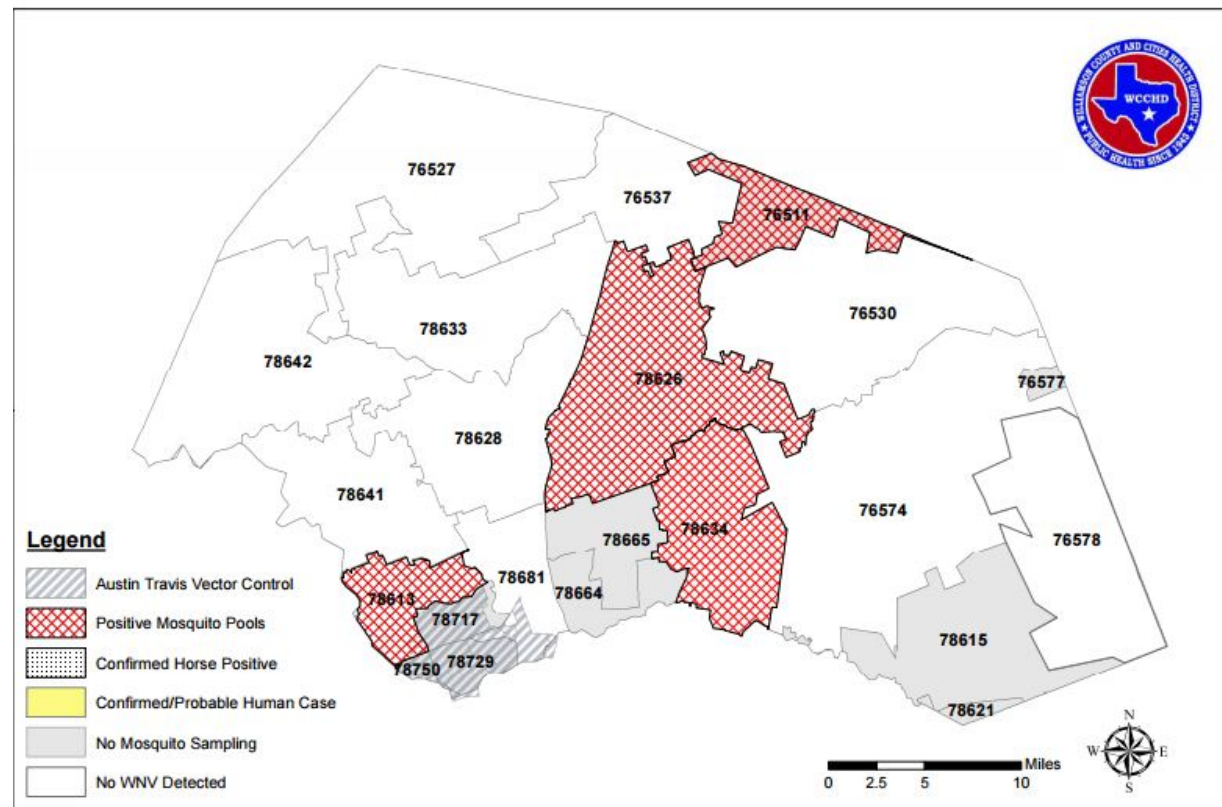


Williamson County Situational Report



- 5 WNV+ mosquito pools
 - 78613 – 1 pool, 7/8
 - 76511 – 2 pools, 8/9, 8/24
 - 78634 – 1 pool, 9/13
 - 78626 – 1 pool, 10/18
- 1 WNND Bell Co., City of Bartlett, 06/2016
- Highest numbers since 2012
- Just beginning WNV season in C. TX

2016 West Nile Virus Activity to Date by Zip Code

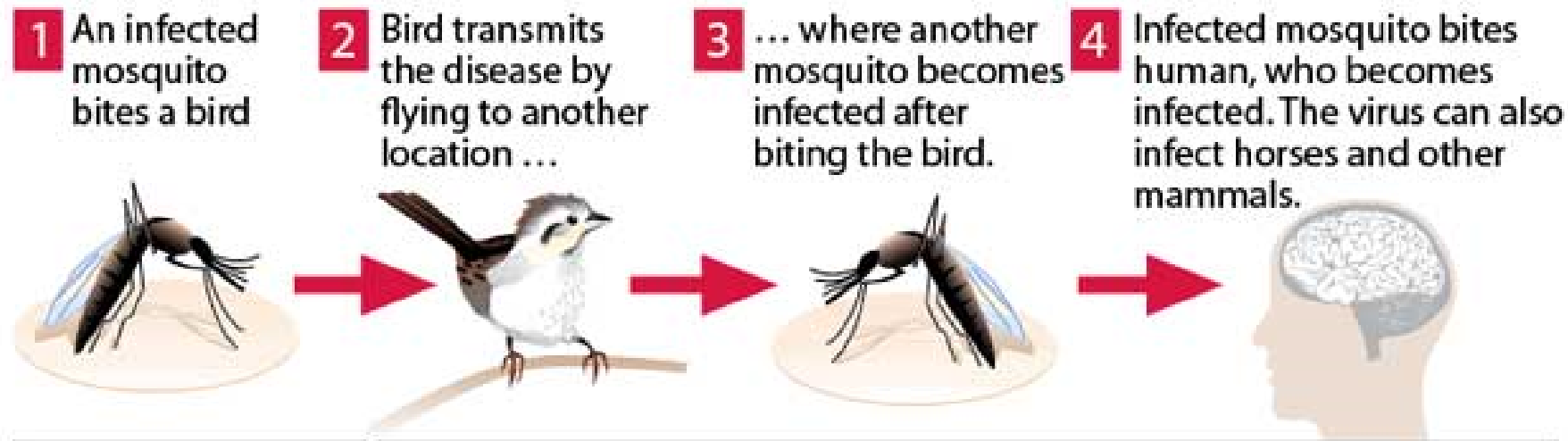


Date: 10/20/2016

If you have any questions about this map, please contact mosquito@wcchd.org

West Nile virus cycle

The virus is not spread person to person, but humans can contract the disease from being bitten by an infected mosquito. Infection can cause swelling of the brain and can be fatal to 1 in 1,000 of the people who contract it.



What are the symptoms? About 20 percent of infected individuals may experience flu-like symptoms such as fever, headache and muscle pain. Up to 1 in 150 infections can cause a potentially fatal brain inflammation.

Who's most susceptible? The elderly and people with compromised immune systems are most at risk. Infections are more prevalent in summer and fall when mosquitoes are more active.

WNV Human Infection “Iceberg”

1 CNS disease case
=
~150 total infections

<1%
CNS
disease

~10% fatal
(<0.1% of total infections)

~20%
“West Nile Fever”

*Very crude
estimates*

~80%
Asymptomatic



Symptoms in Humans



West Nile Fever (WNF)

- Flu-like symptoms
 - Vastly underreported
- Fever
- Muscle aches
- Headache
- Rash on trunk of body (50%)
- Malaise
- Usually attributed to a viral illness, WNV tests not done

West Nile Neuroinvasive Disease (WNND)

- 1 in every 150 people will develop WNND
- Encephalitis (brain swelling)
- Meningitis (swelling of meninges)
- Paralysis
- Coma
- Convulsions
- Brain Damage
- Loss of neural function
- Death in up to 10% of WNND patients

Impact of WNV



https://www.youtube.com/watch?v=CBP_sDCMwr4

Economic Impacts of WNV



- In a study of the economic impact of West Nile virus in the United States, a research team reports that in the 14 years since the virus was first detected in New York, hospitalized cases of WNV disease have cost a cumulative **\$778 million** in health care expenditures and lost productivity.*
- In 2005, an outbreak of West Nile virus (WNV) disease occurred in Sacramento County, California; 163 human cases were reported. In response to WNV surveillance indicating increased WNV activity, the Sacramento-Yolo Mosquito and Vector Control District conducted an emergency aerial spray. We determined the economic impact of the outbreak, including the vector control event and the medical cost to treat WNV disease. WNV disease in Sacramento County cost ≈\$2.28 million for medical treatment and patients' productivity loss for both West Nile fever and West Nile neuroinvasive disease.

*Barber LM, Schleier JJ III, Peterson RKD. Economic cost analysis of West Nile virus outbreak, Sacramento County, California, USA, 2005. Emerg Infect Dis [serial on the Internet] 2010 Mar

WCCHD IMM Program



Benefits

- Mosquito surveillance provides a 2-4 week “warning” before human cases
- Time for cities to respond
- Time for increased education to public
- Public Outreach – “Fight the Bite”
- Guidance in outbreak situations
- Partners with cities to host an IMM Working Group to make policy decisions

Challenges

- All control must be done through a third-party vendor
- WCCHD only has 1.5 FTE and 1 truck, no control equipment
- Population increase and urbanization contribute to mosquito breeding
- Currently utilizing OSSF staff to respond to mosquito complaints
- 2016 – Aedes traps added to surveillance, using volunteer WCCHD staff to run traps

Please Ask Questions!



FIGHT THE BITE

Williamson County & Cities Health District



Protect Yourself, Your Family, and Community
from Mosquitoes with the 3Ds



City Council Meeting
October 27, 2016
Agenda Item Transmittal

Agenda Item #: 5

Agenda Title: Conduct a Public Hearing and consider introducing Ordinance 2016-20 amending the Zoning Ordinance to delete Appendix A: Fees.

Council Action to be taken: Introduce Ordinance as presented.

Initiating Department: Development Services Department

Staff Contact: Ashley Lumpkin, AICP, Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to conduct a public hearing on the proposed Zoning Ordinance Amendment to remove Appendix A – Zoning Fees from the Zoning Ordinance.

2. DESCRIPTION/ JUSTIFICATION

The Ordinance 2001-17 was adopted in May 2011 and contained an Appendix A of a fee schedule that does not reflect the current City of Taylor Fee Schedule as adopted by Ordinance 2016-17. By deleting the fees in the Zoning Ordinance and relying on the adopted City of Taylor Fee Schedule, staff will utilize one document for all fees in the City of Taylor. This is essentially a minor clean-up item of the current ordinance and reduces redundancy when the City of Taylor Fee Schedule.

3. FINANCIAL/BUDGET

None.

4. TIMELINE CONSIDERATIONS

None.

5. RECOMMENDATION

Staff recommends approving the amendment as proposed. Planning and Zoning Commission also made a recommendation to approve the amendments as presented at their October 11, 2016 meeting.

6. REFERENCE FILES

- 5a. [Appendix A](#)
- 5b. [2016-17 Fee Schedule](#)
- 5c. [Ordinance 2016-20](#)

APPENDIX A. - ZONING FEES

SPECIFIC USE PERMIT*	
1—10 Notices	\$100.00
11—20 Notices	\$150.00
<u>21</u> or more Notices	\$200.00
ZONING CHANGE*	
1—10 Notices	\$100.00
11—20 Notices	\$150.00
<u>21</u> or more Notices	\$200.00
ZONING VARIANCE	
Variance	\$0.00

* Notices: Written notice of each public hearing before the Zoning Commission on a proposed change in a zoning classification or a specific use permit shall be sent to each owner, as indicated by the most recently approved municipal tax roll, of real property within 200 feet of the property on which the change in classification or special use permit is proposed.

City of Taylor - Fee Schedule for City Services 2016-17

PLANNING AND DEVELOPMENT SERVICES , ENGINEERING AND CONSTRUCTION

Building Permits

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.
Weatherization Fees:

\$0.005/SF

New Single Family Residential and Residential Additions

BUILDING PERMIT FEE	\$0.25/square foot
ELECTRICAL PERMIT	\$0.25/square foot
PLUMBING PERMIT	\$0.25/square foot
MECHANICAL PERMIT	\$0.25/square foot
PLAN REVIEW FEE	\$0.15/square foot
TECHNOLOGY FEE	\$25.00

New Commercial and Commercial Additions

BUILDING PERMIT FEE	\$0.25/square foot
ELECTRICAL PERMIT	\$0.25/square foot
PLUMBING PERMIT	\$0.25/square foot
MECHANICAL PERMIT	\$0.25/square foot
PLAN REVIEW FEE	\$0.15/square foot
TECHNOLOGY FEE	\$50.00

New Commercial - SHELL ONLY

BUILDING PERMIT FEE	\$0.15/square foot
ELECTRICAL PERMIT	\$0.15/square foot
PLUMBING PERMIT	\$0.15/square foot
MECHANICAL PERMIT	\$0.15/square foot
PLAN REVIEW FEE	\$0.15/square foot
TECHNOLOGY FEE	\$25.00

Commercial/Tenant Finish Out

BUILDING PERMIT FEE	\$0.20/square foot
ELECTRICAL PERMIT	\$0.20/square foot
PLUMBING PERMIT	\$0.20/square foot
MECHANICAL PERMIT	\$0.20/square foot
PLAN REVIEW FEE	\$0.15/square foot
TECHNOLOGY FEE	\$15.00

Residential Remodel (Single Family, Duplexes, Triplexes)	\$50.00	Weatherization + 0.10/sf + inspections
Apartment Renovations	\$130.00	Per Unit
Commercial Remodeling	\$50.00	Weatherization + 0.10/sf + inspections
All above permits are also subject to a \$15 technology fee		
Porch or deck addition - Covered and uncovered	\$ 40.00	
Foundation leveling & repair permit	\$ 40.00	+ \$0.10/SF
All above permits are also subject to a \$7 technology fee		

Inspection/Re-Inspection Fee	\$50	Per inspection
Inspections after normal hours (building inspections)	\$ 100.00	per hour
Work without a permit - First Offense	Double the permit fee	
Work without a permit - Second Offense	Triple the permit fee & filed on in Municipal Court	

Electrical Permits

Flat Fee

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

Residential Remodeling (Single Family, Duplexes, Triplexes)	\$ 40.00	Weatherization + 0.10/sf + inspections
Commercial Remodeling	\$ 40.00	Weatherization + 0.10/sf + inspections
All above permits are also subject to a \$7 technology fee		
"T" Pole	\$ 40.00	
Meter Loop	\$ 40.00	
Re-inspection fee (building inspections)	\$ 50.00	Per inspection
Inspections after normal hours (building inspections)	\$ 100.00	per hour
Work without a permit - First Offense	Double the permit fee	
Work without a permit - Second Offense	Triple the permit fee & filed on in Municipal Court	

City of Taylor - Fee Schedule for City Services 2016-17

Gas Permits

Flat Fee

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

Residential Remodeling (Single Family, Duplexes, Triplexes)	\$	40.00	Weatherization + 0.10/sf + inspections
Commercial Remodeling	\$	40.00	Weatherization + 0.10/sf + inspections
Apartment Renovations	\$	100.00	Per Unit
All above permits are also subject to a \$7 technology fee			
Yard Line Repair - Residential gas	\$	40.00	
Gas meter release	\$	40.00	
Re-inspection fee (building inspections)	\$	50.00	Per inspection
Inspections after normal hours (building inspections)	\$	100.00	per hour
Work without a permit - First Offense	Double the permit fee		
Work without a permit - Second Offense	Triple the permit fee & filed on in Municipal Court		

Mechanical Permits

Flat Fee

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

Residential Remodeling (Single Family, Duplexes, Triplexes)	\$	40.00	Weatherization + 0.10/sf + inspections
Commercial Remodeling	\$	40.00	Weatherization + 0.10/sf + inspections
All above permits are also subject to a \$7 technology fee			
HVAC Change out	\$	40.00	
HVAC Change out > 2,000 CFM	\$	65.00	
HVAC Electric hook-up	\$	40.00	
Re-inspection fee (building inspections)	\$	50.00	Per inspection
Inspections after normal hours (building inspections)	\$	100.00	per hour
Work without a permit - First Offense	Double the permit fee		
Work without a permit - Second Offense	Triple the permit fee & filed on in Municipal Court		

Plumbing Permits

Flat Fee

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

Residential Remodeling (Single Family, Duplexes, Triplexes)	\$	40.00	Weatherization + 0.10/sf + inspections
Apartment Renovations	\$	100.00	Per Unit
Commercial Remodeling	\$	40.00	Weatherization + 0.10/sf + inspections
All above permits are also subject to a \$7 technology fee			
Lawn sprinkler system	\$	40.00	
Yard Line repair - Residential Water	\$	40.00	
Yard Line repair - Residential Sewer	\$	40.00	
Well permit (non-potable for irrigation)	\$	40.00	Mostly to ensure there is not backflow into the potable water system
Re-inspection fee (building inspections)	\$	50.00	Per inspection
Inspections after normal hours (building inspections)	\$	100.00	per hour
Work without a permit - First Offense	Double the permit fee		
Work without a permit - Second Offense	Triple the permit fee & filed on in Municipal Court		

Miscellaneous Permits & Fees

Flat Fee

Accessory structure: less than or equal to 199SF

\$40.00

Accessory structure: greater than or equal to 200SF

\$0.20/sf, minimum of \$40.00 + inspection fee

Certificate of Occupancy Inspection (CSI) Commercial

\$ 80.00

Inspection is performed if the structure's water account is switched from one business/tenant to another. Including zoning verification, among other items

Certificate of Occupancy Inspection (CSI) Residential

\$ 80.00

Inspection is performed if the residence was vacant for 6 months or more

Demolition Permit

\$ 25.00

Driveway/ ROW permit

No charge if associated with residential or commercial site plan approval;
2 public utility

\$ 40.00

Engineering Inspections

3% of cost of public improvement

Fence - Residential and Commercial

\$ 35.00

Manufacture Home Park-additions or alterations to spaces

\$ 25.00 per space

Manufacture Home Park - Original permit application

\$ 400.00

Manufacture Home Park License (annual fee)

\$ 250.00 =<10 spaces

Manufacture Home Park License (annual fee)

\$ 500.00 >10 spaces

Moving Permit - From out of town

\$ 130.00 +\$35 Escort Fee

Moving Permit - Local

\$ 65.00 +\$35 Escort Fee
+one-time electrical, plumbing,
etc..inspection fees
+one-time electrical, plumbing,
etc..inspection fees

Pool (Above ground)

\$ 50.00

Pool (In ground)

\$ 100.00

Right of way permit

\$ 40.00

Tent - Revivals, etc.. Need site plan

\$ 35.00

City of Taylor - Fee Schedule for City Services 2016-17

Sign Permits

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

Banner	\$	25.00	
Approved banner signs shall be displayed for a maximum of 90 days per calendar year. Non-profit, faith-based, governmental, and service clubs are exempt from paying the fee.			
New Sign or to reface a sign	\$	40.00	+ \$1.60/SF + \$7 technology fee
Temporary Use Directional Sign	\$	25.00	Per Calendar year per Real Estate Agency + \$5 for each additional sign.
Only allowed to be displayed from Noon to 5PM on Sundays. Can be displayed in the ROW as an off-site sign. See sign ordinance for additional requirements.			
Temporary Use Directional Sign Redemption Fee	\$	25.00	For the first sign + \$5 each additional sign. To retrieve sign if its picked up after the weekend.

Site Plan Review Fees - Planning Department

New Apartment & Apartment Addition	\$	200.00	+ \$20 technology fee
New Commercial & Commercial Additions	\$	200.00	+ \$20 technology fee
Commercial Shell	\$	200.00	+ \$20 technology fee

Site Plan Review Fees - Fire Department

New Apartment & Apartment Addition	\$	100.00	
New Commercial & Commercial Additions	\$	100.00	
Commercial Shell	\$	100.00	

Subdivision Fees

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates. Fees are non-refundable once the case has been processed.

Administratively Approved Plat	\$	350.00	+ \$25 per lot
Amended Plat	\$	350.00	
Development Concept Plan	\$	-	
Plat Filing Fee	Whatever the County Charges, will do this electronically.		
Plat Variance	\$	150.00	
Replats	\$	330.00	+ \$25 per lot
Subdivision Plat - Final	\$	300.00	+ \$30 per lot
Subdivision Plat-Preliminary	\$	550.00	+ \$35 per lot

All above applications are also subject to a \$20 technology fee

Zoning Fees

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates. Fees are non-refundable once the case has been processed.

Special Use Permit (SUP)	\$	250.00	
Rezoning Request		\$250	
Planned Developments	\$	500.00	
Zoning Variance	\$	150.00	
Zoning Notices		\$1/ mailed notice	

All above applications are also subject to a \$20 technology fee

Roadway Impact Fees

FOR PROPERTY PLATTED/SUBDIVIDED PRIOR TO FEBRUARY 13, 2014 AND AFTER APRIL 24, 2007

Applicable Fees in Enterprise & Empowerment Zones are charged 50% of the posted rates.

Residential Single Family (1 LUE Equivalency)	\$	480.32	
Residential Multi-Family (0.61 LUE Equivalency)	\$	293.00	
Retail/Commercial (1000/Sq Ft = 1.73 LUE Equivalency)	\$	830.95	
Industrial (1000/Sq Ft = 1.01 LUE Equivalency)	\$	485.12	
Prison (1000/Sq Ft = 2.40 LUE Equivalency)	\$	1,152.77	
Schools (0.09 LUE Equivalency/Student)	\$	43.23	

ROADWAY IMPACT FEES ORDINANCE 2014-03 ADOPTED FEBRUARY 13, 2014

FOR PROPERTY DEVELOPED AFTER FEBRUARY 13, 2014

EFFECTIVE FEE			
SERVICE AREA ONE (1)	\$	480	PER L.U.E.
SERVICE AREA TWO (2)	\$	318	PER L.U.E.

Sidewalks

Cash-in-Lieu Fee	\$	3.00	per Sq Ft
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City of Taylor - Fee Schedule for City Services 2016-17

Right-of-way License

Original License \$ 350.00

Impact Fees (For projects platted between 1/10/02 and 4/24/06)

Applicable Fees in Enterprise and Empowerment Zones are charged at 50% of the posted rates.

All fees required in connection with the subdivision ordinance as set forth herein shall be payable at the time of the initial review, in the case of an initial review, or at the time each plat is filed.

Meter Type	Meter Size	Ratio to 5/8" Meter	Water Fee	Sewer Fee	Total Fee
Simple	5/8" x 3/4"	1.00	\$923	\$272	\$ 1,195
Simple	3/4"	1.50	\$1,384	\$409	\$ 1,793
Simple	1"	2.50	\$2,307	\$681	\$ 2,989
Simple	1-1/2"	5.00	\$4,615	\$1,362	\$ 5,977
Simple	2"	8.00	\$7,384	\$2,179	\$ 9,563
Compound	2"	8.00	\$7,384	\$2,179	\$ 9,563
Turbine	2"	10.00	\$9,230	\$2,724	\$ 11,954
Compound	3"	16.00	\$14,768	\$4,359	\$ 19,127
Turbine	3"	24.00	\$22,151	\$6,538	\$ 28,690
Compound	4"	25.00	\$23,074	\$6,811	\$ 29,885
Turbine	4"	42.00	\$38,765	\$11,442	\$ 50,207
Compound	6"	50.00	\$46,149	\$13,622	\$ 59,770
Turbine	6"	92.00	\$84,914	\$25,064	\$ 109,977
Compound	8"	80.00	\$73,838	\$21,795	\$ 95,633
Turbine	8"	160.00	\$147,676	\$43,589	\$ 191,265
Compound	10"	115.00	\$106,142	\$31,330	\$ 137,472
Turbine	10"	250.00	\$230,744	\$68,108	\$ 298,852
Compound	12"	330.00	\$304,582	\$89,903	\$ 394,484

Impact Fees (For projects platted after (4/24/06)

Applicable Fees in Enterprise and Empowerment Zones are charged at 50% of the posted rates.

All fees required in connection with the subdivision ordinance as set forth herein shall be payable at the time of the initial review, in the case of an initial review, or at the time each plat is filed.

Meter Type	Meter Size	Ratio to 5/8" Meter	Water Fee	Sewer Fee	Total Fee
Simple	5/8" x 3/4"	1.00	\$943	\$531	\$ 1,474
Simple	3/4"	1.50	\$1,415	\$796	\$ 2,211
Simple	1"	2.50	\$2,359	\$1,327	\$ 3,686
Simple	1-1/2"	5.00	\$4,717	\$2,654	\$ 7,371
Simple	2"	8.00	\$7,548	\$4,246	\$ 11,794
Compound	2"	8.00	\$7,548	\$4,246	\$ 11,794
Turbine	2"	10.00	\$9,435	\$5,308	\$ 14,743
Compound	3"	16.00	\$15,096	\$8,493	\$ 23,589
Turbine	3"	24.00	\$22,644	\$12,739	\$ 35,383
Compound	4"	25.00	\$23,587	\$13,270	\$ 36,857
Turbine	4"	42.00	\$39,627	\$22,294	\$ 61,921
Compound	6"	50.00	\$47,175	\$26,540	\$ 73,715
Turbine	6"	92.00	\$86,801	\$48,834	\$ 135,635
Compound	8"	80.00	\$75,479	\$42,464	\$ 117,943
Turbine	8"	160.00	\$150,958	\$84,928	\$ 235,886
Compound	10"	115.00	\$108,501	\$61,042	\$ 169,543
Turbine	10"	250.00	\$235,873	\$132,700	\$ 368,573
Compound	12"	330.00	\$311,352	\$175,164	\$ 486,516

City of Taylor - Fee Schedule for City Services 2016-17

Impact Fees (For projects platted after (1/26/12))

Meter Type	Meter Size	Ratio to 5/8" Meter	Water Fee	Sewer Fee	Total Fee
Simple	5/8" x 3/4"	1.00	\$1,770	\$1,230	\$ 3,000
Simple	3/4"	1.50	\$2,655	\$1,845	\$ 4,500
Simple	1"	2.50	\$4,425	\$3,075	\$ 7,500
Simple	1-1/2"	5.00	\$8,850	\$6,150	\$ 15,000
Simple	2"	8.00	\$14,160	\$9,840	\$ 24,000
Compound	2"	8.00	\$14,160	\$9,840	\$ 24,000
Turbine	2"	10.00	\$17,700	\$12,300	\$ 30,000
Compound	3"	16.00	\$28,320	\$19,680	\$ 48,000
Turbine	3"	24.00	\$42,480	\$29,520	\$ 72,000
Compound	4"	25.00	\$44,250	\$30,750	\$ 75,000
Turbine	4"	42.00	\$74,340	\$51,660	\$ 126,000
Compound	6"	50.00	\$88,500	\$61,500	\$ 150,000
Turbine	6"	92.00	\$162,840	\$113,160	\$ 276,000
Compound	8"	80.00	\$141,600	\$98,400	\$ 240,000
Turbine	8"	160.00	\$283,200	\$196,800	\$ 480,000
Compound	10"	115.00	\$203,550	\$141,450	\$ 345,000
Turbine	10"	250.00	\$442,500	\$307,500	\$ 750,000
Compound	12"	330.00	\$584,100	\$405,900	\$ 990,000

POLICE DEPARTMENT

Accident Report	\$ 6.00	Per report
CD of Report	\$ 5.00	Per CD
Alarm panel monitoring subscription	\$ 24.00	Per month
Applicant Fingerprinting Cards	\$ 2.50	Per card
Dispatching fee for other jurisdiction - By contract as negotiated by City Manager and approved by City Council		
Fingerprinting Service	\$ 10.00	Per set
Parade Permit	\$ 25.00	
Police Report	\$ 0.25	Per page
Police unit (vehicle)	\$ 25.00	Per hour
Security fee for off-duty police officer (3 hrs/officer minimum)	\$ 42.00	Per hour

SOLID WASTE COLLECTION

Collected by City on monthly utility bill. Pick up once per week.

Residential

Fees calculated at **Base Fee/month + Franchise Fee (10%) + Sales Tax (8.25%)**

Container Size:

Single 96 gallon cart	\$ 12.04	Base Fee/month
Single 65 gallon cart	\$ 10.36	Base Fee/month
Each additional cart	\$ 3.91	Base Fee/month

Customer requesting a one time additional waste/bulk item(s) collection (in addition to normal service) will be advised of a one-time additional charge prior to the scheduling of the additional pickup. Pricing determined by service provider.

Commercial

Fees calculated at **Base Fee/month + Franchise Fee (10%) + Sales Tax (8.25%)**

Container Size:

96 Gallon Cart (additional pick up is \$25):

One X Per week pick up	\$ 18.91	Base Fee/month
Two X s Per week pick up	\$ 27.08	Base Fee/month
Three X s Per week pick up	\$ 33.00	Base Fee/month
Four X s Per week pick up	\$ 41.27	Base Fee/month
Five X s Per week pick up	\$ 51.15	Base Fee/month

2 Cubic Yards (additional pick up is \$25):

One X Per week pick up	\$ 52.37	Base Fee/month
Two X s Per week pick up	\$ 86.71	Base Fee/month
Three X s Per week pick up	\$ 107.32	Base Fee/month

ORDINANCE NO. 2016-20

AN ORDINANCE AMENDING THE ZONING ORDINANCE NO. 2001-17 ADOPTED BY THE CITY OF TAYLOR, TEXAS ON APRIL 24, 2001, AND AS PREVIOUSLY AMENDED (“ZONING ORDINANCE”), BY DELETING APPENDIX A – ZONING FEES TO ALLOW ZONING FEES TO BE CHARGED UNDER A SEPARATE FEE ORDINANCE ADOPTED BY THE CITY FROM TIME TO TIME; PROVIDING A SAVINGS CLAUSE; AND PROVIDING A REPEALER CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on October 27, 2016, to consider the request and recommendation made by the City Community Development Services Director to amend the Zoning Ordinance to delete Appendix A – Zoning Fees and to allow zoning fees to be charged under a separate ordinance adopted by the City from time to time establishing the zoning fees to be charged by the City; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on October 11, 2016, to consider the request, and recommended the change to the City Council; and

WHEREAS, the City Council, after the public hearing, approved the request for the Zoning Ordinance amendment; and

WHEREAS, the City Council deems it is in the best interest that the amendment in the Zoning Ordinance recommended by the Planning and Zoning Commission, recommended by the Community Development Services Director and as written in this Ordinance be allowed.

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

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

SECTION 2. The Taylor Zoning Ordinance is amended to delete Appendix A – Zoning Fees.

SECTION 3. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional.

SECTION 4. Where there is a conflict between the provisions of this Ordinance or other ordinances, the requirements of this Ordinance shall prevail.

SECTION 5. In accordance with Article VIII of the City Charter, Ordinance 2016-20 was introduced before the Taylor City Council on the 27th day of October, 2016.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2016.

Jesse Ancira, Jr.,
Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2016-20, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2016, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____, 2016.

Susan Brock
City Clerk



City Council Meeting
October 27, 2016
Agenda Item Transmittal

Agenda Item #: 6

Agenda Title: Conduct a Public Hearing and consider introducing Ordinance 2016-24 amending Zoning Ordinance, Chapter 11, definitions, to clarify and update zoning definitions pertaining to dwelling unit, minimum size and industrialized home.

Council Action to be taken: Introduce Ordinance as presented

Initiating Department: Development Services Department

Staff Contact: Ashley Lumpkin, AICP, Director

1. INTRODUCTION/PURPOSE

The purpose of this item is to conduct a public hearing on the proposed Zoning Ordinance Amendment to further clarify two definitions in the Zoning Ordinance.

2. DESCRIPTION/ JUSTIFICATION

The first definition is to clarify the minimum dwelling unit size and how the structure should function as it pertains to ingress/egress between non air-conditioned and air-conditioned spaces. In staff's opinion, allowing a garage or porch that has direct access to the living area to count towards the minimum size allows for flexibility in design. This does not change the living area or taxable value of the structure.

Currently, if the roof functions as a whole unit, everything under that roof counts towards meeting the minimum size. However, by this definition, a breezeway to an adjacent structure, which would not have the same massing as a single structure of the combined square feet, is allowed.

The current definition has been included below and redlined to show the proposed amendment:

Dwelling Unit, Minimum Size - The area of the structure that is covered by a single roof, whether air-conditioned or not. **The non-air conditioned area shall share a common wall and provide direct access between the air-conditioned and non-air-conditioned areas.**

The second definition amendment will update and clarify the modular home definition (currently called “industrialized home”). Staff proposes to utilize the language as provided in the Texas Occupations Code 1202.253 as adopted in 2003 to further define the minimum value and aesthetic standard requirements.

The existing definition is included below and redlined to show the proposed updates:

~~Industrialized Home (also called Modular Prefabricated Structure or Modular Home)~~
Modular Home (or Industrialized Housing) - A structure or building module as defined under the jurisdiction and control of the Texas Department of Labor and Standards, that is transportable in one (1) or more sections on a temporary chassis or other conveyance device, and that is designed to be installed and used by a consumer as a fixed residence on a permanent foundation system. The term includes the plumbing, heating, air conditioning and electrical systems contained in the structure. The term does not include mobile homes or HUD-Code manufactured homes as defined in the Texas Manufactured Housing Standards Act (Article 5221f, V.A.C.S.). Industrialized homes must meet all applicable local codes and zoning regulations that pertain to construction of traditional site constructed (~~“stick-built”~~) homes. ~~The term does not include any residential structure that is in excess of three stories or 49 feet in height as measured from the finished grade elevation at the building entrance to the peak of the roof. The term does not mean nor apply to:~~

- ~~(i) housing constructed of sectional or panelized systems not utilizing modular components; or~~
- ~~(ii) any ready-built home that is constructed so that the entire living area is contained in a single unit or section at a temporary location for the purpose of selling it and moving it to another location.~~

~~A modular home shall:~~

- ~~(i) Have a value equal to or greater than the median taxable value for each single-family dwelling located within 500 feet of the lot on which the single-family building is proposed to be located, as determined by the most recent certified tax appraisal roll for Williamson County. For purposes of this subsection, "value" means the taxable value of the single-family building and the lot after installation of the housing.~~
- ~~(ii) Have exterior siding, roofing, roof pitch, foundation fascia, and fenestration compatible with the single-family dwellings located within 500 feet of the lot on which the industrialized housing is proposed to be located.~~

There was discussion at the Planning and Zoning Commission meeting regarding assessed versus taxable value. After discussing the question with Williamson Central Appraisal District, the assessed value is based on the market value minus any homestead exemption adjustments. Staff will be utilizing the assessed value to make these determinations.

3. FINANCIAL/BUDGET

None

4. TIMELINE CONSIDERATIONS

None

5. RECOMMENDATION

Staff recommends approving the amendment as proposed. Planning and Zoning Commission also made a recommendation to approve the amendments as presented at their October 11, 2016 meeting.

6. REFERENCE FILES

6a. [Ordinance 2016-24](#)

ORDINANCE NO. 2016-24

AN ORDINANCE AMENDING THE ZONING ORDINANCE NO. 2001-17 ADOPTED BY THE CITY OF TAYLOR, TEXAS ON APRIL 24, 2001, AND AS PREVIOUSLY AMENDED (“ZONING ORDINANCE”), BY AMENDING THE DWELLING UNIT, MINIMUM SIZE AND INDUSTRIALIZED HOME DEFINITIONS IN CHAPTER 11, SECTION 11.1 BY DELETING THE EXISTING DEFINITIONS AND ADOPTING THE NEW DEFINITIONS STATED IN THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING A REPEALER CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on October 27, 2016, to consider the request made by City of Taylor Community Development Services Director to amend the Zoning Ordinance by amending the definitions for Dwelling Unit, Minimum Size and Industrialized Home written in Section 11.1 “Definitions” of the Zoning Ordinance; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on October 11, 2016, to consider the request and after consideration recommended the Zoning Ordinance amendments to the City Council; and

WHEREAS, the City Council, after the public hearing, approved the request for the Zoning Ordinance amendments; and

WHEREAS, the City deems it is in the best interest that the amendments in the Zoning Ordinance written in this Ordinance be adopted.

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

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

SECTION 2. Chapter 11, Section 11.1 “Definitions” in the Zoning Ordinance is amended by deleting the existing definitions of Dwelling Unit, Minimum Size and in lieu thereof adopting a new definition for Dwelling Unit, Minimum Size and by deleting the existing definition of Industrialized Home and in lieu thereof adopting the definition for Modular Home (or Industrialized Housing) by inserting the following definitions:

11.1 Terms Defined:

Dwelling Unit, Minimum Size - The area of the structure that is covered by a single roof, whether air-conditioned or not. The non-air conditioned area shall share a common wall and provide direct access between the air-conditioned and non-air-conditioned areas.

Modular Home (or Industrialized Housing) - A structure or building module as defined under the jurisdiction and control of the Texas Department of Labor and Standards, that is transportable in one (1) or more sections on a temporary chassis or other conveyance device, and that is designed to be installed and used by a consumer as a fixed residence on a permanent foundation system. The term includes the plumbing, heating, air conditioning and electrical systems contained in the structure. The term does not include mobile homes or HUD-Code manufactured homes as defined in the Texas Manufactured Housing Standards Act (Article 5221f, V.A.C.S.). Industrialized homes must meet all applicable local codes and zoning regulations that pertain to construction of traditional site constructed homes. The term does not include any residential structure that is in excess of three stories or 49 feet in height as measured from the finished grade elevation at the building entrance to the peak of the roof. The term does not mean nor apply to:

- (i) housing constructed of sectional or panelized systems not utilizing modular components; or
- (ii) any ready-built home that is constructed so that the entire living area is contained in a single unit or section at a temporary location for the purpose of selling it and moving it to another location.

A modular home shall:

- (i) Have a value equal to or greater than the median taxable value for each single-family dwelling located within 500 feet of the lot on which the single-family building is proposed to be located, as determined by the most recent certified tax appraisal roll for Williamson County. For purposes of this subsection, "value" means the taxable value of the single-family building and the lot after installation of the housing.
- (ii) Have exterior siding, roofing, roof pitch, foundation fascia, and fenestration compatible with the single-family dwellings located within 500 feet of the lot on which the industrialized housing is proposed to be located.

SECTION 3. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional.

SECTION 4. Where there is a conflict between the provisions of this Ordinance or other ordinances, the requirements of this Ordinance shall prevail.

SECTION 5. In accordance with Article VIII of the City Charter, Ordinance 2016-24 was introduced before the Taylor City Council on the 27th day of October, 2016.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2016.

Jesse Ancira, Jr.,
Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2016-24, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2016, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____, 2016.

Susan Brock
City Clerk



City Council Meeting
October 27, 2016
Agenda Item Transmittal

Agenda Item #: 7

Agenda Title: Conduct a Public Hearing and consider introducing Ordinance 2016-22 to rezone approximately 0.18 acres at the approximate southwest corner of Main Street and West Second Street from M-1 (Light Industrial District) to B-3 (Central Business District) in conformance with the Comprehensive Plan and Downtown Plan.

Council Action to be taken: Introduce Ordinance as presented.

Initiating Department: Development Services Department

Staff Contact: Ashley Lumpkin, AICP, Director

1. INTRODUCTION/PURPOSE

The proposed rezoning is to change two lots in the downtown area from M-1 (Light Industrial District) to B-3 (Central Business District) in conformance with the Comprehensive Plan and Downtown Plan. The subject site is approximately 0.18 acres west of the southwest corner of Main Street and West Second Street.

2. DESCRIPTION/ JUSTIFICATION

The buildings at 113 and 115 West Second Street have recently been sold and are undergoing renovations and will reopen as commercial and live/work uses. The rezoning provides development standards that allow for the buildings in their current configuration, with no additional landscaping or parking requirements required for the downtown area. The Central Business District is described by the Ordinance as:

Located downtown with many historic buildings in which a full range of public facilities are found is an area of high intensity use. The standards prescribed for the district are designed to optimize use of in-place facilities.

3. FINANCIAL/BUDGET

None.

4. TIMELINE CONSIDERATIONS

None.

5. RECOMMENDATION

Staff recommends approving the amendment as proposed. Planning and Zoning Commission also made a recommendation to approve the amendments as presented at their September 13, 2016 meeting.

6. REFERENCE FILES

7a. [Ordinance 2016-22](#)

ORDINANCE NO. 2016-22

AN ORDINANCE CHANGING THE ZONING OF PROPERTY BEING 0.18 ACRES OF LAND, MORE OR LESS, DESCRIBED AS CITY OF TAYLOR, BLOCK 4, LOTS 13 AND 14, GENERALLY LOCATED WEST OF THE SOUTHWEST CORNER OF MAIN STREET AND WEST SECOND STREET IN TAYLOR WILLIAMSON COUNTY, TEXAS, LEGALLY DESCRIBED IN THIS ORDINANCE FROM LIGHT INDUSTRIAL DISTRICT (M-1) TO CENTRAL BUSINESS DISTRICT (B-3); AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGE ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on October 27, 2016, to consider the request made by City Community Development Services Director, as Applicant and the authorized representative of the City of Taylor, Texas, to rezone property legally described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes ("Property"), from Light Industrial (M-1) zoning to Central Business (B-3) zoning; and

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on September 13, 2016, to consider the zoning request and recommended the zoning change to the City Council; and

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

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

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

SECTION 2. The Property is changed from Light Industrial (M-1) to Central Business District (B-3) zoning.

SECTION 3. The Official Zoning map of the City of Taylor, Texas, is changed to show the Property zoning changed from Light Industrial (M-1) to Central Business District (B-3).

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

SECTION 5. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional.

SECTION 6. In accordance with Article VIII of the City Charter, Ordinance 2016-22 was introduced before the Taylor City Council on the 27th day of October, 2016.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2016.

Jesse Ancira, Jr.,
Mayor

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2016-22, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2016, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this _____ day of _____, 2016.

Susan Brock
City Clerk

EXHIBIT A

Lot 13 and 14, Block 4, of City of Taylor, a subdivision in Williamson County, Texas, according to the plat recorded in Cabinet A, Slide 186, of the Plat Records of Williamson County, Texas.



City Council Meeting October 27, 2016 Agenda Item Transmittal

Agenda Item #: 8

Agenda Title: Consider action with respect to Resolution R16-28
Authorizing Proceeding with Issuance of Certificates of
Obligation and further Directing the Publication of Notice
of Intention to issue City of Taylor, Texas Combination
Tax and Revenue Certificates of Obligation, Series 2016.

Council Action to be taken: Approve Resolution R16-28

Initiating Department: City Management/Finance

Staff Contact: Isaac D. Turner, City Manager
Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

In accordance with previous discussions and directives on this matter, the enclosed Resolution would officially give notice of the City's intent to issue Certificates of Obligation, not to exceed \$5,400,000.

2. DESCRIPTION/ JUSTIFICATION

In accordance with the Council's direction to move forward with the issuance, the amount is \$5,285,000 in Certificates of Obligation. This Resolution will allow us to begin the process of issuance. As discussed at the October 13th City Council meeting, the debt issuance will be used to fund projects for Airport Improvements (\$1,445,000), Wastewater Treatment Plant Improvements (\$2,225,000) and the Performance Contract (\$1,500,000).

Provided in your packet, you will find the City of Taylor's timetable of events for the issuance of the bonds. Also included is an illustration of the City's debt schedule for this new issuance. This assumes today's rates for this issuance and of course, this could change. This is dependent upon on the market at the time the Certificates of Obligation are priced in late December. Jennifer Douglas, who is the City's Financial Advisor and Bart Fowler, City's bond attorney will present to Council a brief overview the logistics of the bond issuance and answer any questions Council may have on this matter.

3. FINANCIAL/BUDGET

The issuance will impact the FY16-17 budget, with an interest payments due in August of 2017.

4. TIMELINE CONSIDERATIONS

Immediate consideration to stay within the timeline for closing in January 2017.

5. RECOMMENDATION

Staff recommends approval as submitted.

6. REFERENCE FILES

8a. [Resolution R16-28](#) Notice of Intention of Issue

8b. [Taylor CO and Refunding Timetable](#)

RESOLUTION NO. 16-28

**RESOLUTION AUTHORIZING PROCEEDING WITH ISSUANCE OF
CERTIFICATES OF OBLIGATIONS AND FURTHER DIRECTING THE
PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF
TAYLOR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES
OF OBLIGATION, SERIES 2017**

**THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §**

WHEREAS, the City Council (the "Council") of the City of Taylor, Texas (the "City") has determined it to be in the City's best interest to issue certificates of obligation for paying all or a portion of the City's contractual obligations incurred or to be incurred for (i) constructing, equipping and improving the City's airport, (ii) constructing, improving and extending the City's water and wastewater system including the wastewater treatment plant to replace cilmber screen, cilmber screen conveyor and container, influent gates, (iii) constructing, designing, improving, equipping and renovating the City buildings including energy efficiency equipment, and (iv) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates (collectively the "Project"); and

WHEREAS, the Council has deemed it advisable to give notice of intention to issue the Certificates in a maximum principal amount not to exceed \$5,400,000 pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 et seq., Local Government Code, as amended (the "Act"), for the purpose of financing the Project; and

WHEREAS, prior to the issuance of the Certificates, the Council is required under Section 271.041 et seq., Local Government Code to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City, the notice stating: (i) the time and place tentatively set for the passage of the order authorizing the issuance of the Certificates, (ii) the maximum amount and purpose of the Certificates to be authorized; and (iii) the manner in which the Certificates will be paid; and

WHEREAS, the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

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

1. Attached hereto is a form of the Notice of Intention to Issue the Certificates, the form and substance of which is hereby adopted and approved.

2. Bond Counsel for the City, shall cause the notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City, on the same day in each of two consecutive weeks, the date of the first publication to be at least 31 days prior to the time set for the order authorizing issuance of the Certificates as shown in the notice.

3. This Resolution shall become effective immediately upon adoption. The City Clerk is hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the City and the Mayor, City Clerk, the City Manager and Director of Finance are further authorized to do any and all things proper and necessary to carry out the intent of this Resolution including approving appropriate changes to the notice and approving the final form of any Preliminary Official Statement for distribution to the market in connection with the sale of the Certificates.

4. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each series of the obligations being issued or (ii) \$9,500 per series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the obligations.

[Execution Page Follows]

PASSED, APPROVED AND EFFECTIVE THIS October 27, 2016.

Mayor
City of Taylor, Texas

ATTEST:

City Clerk
City of Taylor, Texas

[SEAL]

**NOTICE OF INTENTION TO ISSUE
CITY OF TAYLOR, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2017**

NOTICE is hereby given that it is the intention of the City Council of the City of Taylor, Texas to issue Certificates of Obligation of the City in one or more series for the purpose of providing funds for paying contractual obligations incurred or to be incurred for: (i) constructing, equipping and improving the City's airport, (ii) constructing, improving and extending the City's water and wastewater system including the wastewater treatment plant to replace cilmber screen, cilmber screen conveyor and container, influent gates, (iii) constructing, designing, improving, equipping and renovating the City buildings including energy efficiency equipment, and (iv) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates. The City Council tentatively proposes to authorize the issuance of the Certificates of Obligation at its regular meeting place in the City Hall, 400 Porter Street, Taylor, Texas to be commenced at 6:00 p.m., on the 8th day of December, 2016. The maximum amount of Certificates of Obligation that may be authorized for the above listed purposes is \$5,400,000. The City Council presently proposes to provide for payment of the Certificates of Obligation by a pledge of ad valorem taxes upon all taxable property within the City within the limits allowed by law. The Certificates of Obligation will be additionally payable from a limited pledge of the City's surplus water and sewer system revenues not to exceed \$1,000.



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

City of Taylor, Texas
Summary Timetable for Issuance of
Combination of Tax & Revenue
Certificates of Obligation, Series 2017 &
General Obligation Refunding Bonds, Series 2017 (tentative)

- | | |
|-----------------------------|--|
| *Thursday, October 27, 2016 | <ul style="list-style-type: none">• City Council adopts a resolution directing publication of notice of the City's intention to issues Certificates of Obligation (COs).• City Council adopts an Ordinance authorizing the issuance of Refunding Bonds (the Bonds) and directing City Manager and/or Mayor to act as pricing agent if Council savings parameters are met within six months. |
| Week of October 30, 2016 | <ul style="list-style-type: none">• First publication of notice of the City's intention to issue COs. |
| Week of November 6, 2016 | <ul style="list-style-type: none">• Second publication of notice of the City's intention to issue COs. |
| Week of November 13, 2016 | <ul style="list-style-type: none">• Rating agency call with City. |
| Thursday, December 1, 2016 | <ul style="list-style-type: none">• Ratings are received. <p>CO Preliminary Official Statement is electronically distributed by financial advisor.</p> |
| *Thursday, December 8, 2016 | <ul style="list-style-type: none">• COs are priced with underwriters by financial advisor.• Award. COs are awarded by City Council to underwriter(s). |
| Tuesday, January 10, 2017 | <ul style="list-style-type: none">• Closing. COs are delivered and proceeds received by City. |
| Wednesday, January 18, 2017 | <ul style="list-style-type: none">• Refunding Bonds are priced and awarded if parameters met (tentative.) |
| Thursday, February 15, 2017 | <ul style="list-style-type: none">• Closing. Refunding Bonds are delivered. |

*Requires Official Council Meeting.



City Council Meeting October 27, 2016 Agenda Item Transmittal

Agenda Item #: 9

Agenda Title: Consider the adoption of an Ordinance 2016-23 authorizing the issuance of the City of Taylor, Texas General Obligation Refunding Bonds; levying an Ad Valorem tax in support of the bonds; establishing procedures for selling and delivery of one or more series of the bonds; and authorizing other matters relating to the bonds.

Council Action to be taken: Approve Ordinance 2016-23 as presented

Initiating Department: City Management/Finance Department

Staff Contact: Isaac D. Turner, City Manager
Rosemarie Dennis, Finance Director

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to seek Council's consideration to approve Ordinance 2016-23 and to authorize the issuance of \$3,640,000 in General Obligation Refunding Bonds, Series 2017 and directing the City Manager and/or Mayor to act as pricing agent.

2. DESCRIPTION/ JUSTIFICATION

Ms. Douglas will present a report on refunding analysis of the City's outstanding debt. Based on her review of the City's outstanding debt, the City has an opportunity for savings by refunding the 2008, 2009 and 2010 bond series.

Our financial advisor, Ms. Douglas recommends that Council consider authorizing a "refunding delegation" that would allow the Council to delegate pricing authority to staff in the event that savings meet. That way, if the market moves in the City's favor, the savings can be locked in without having to wait for the next Council meeting. The same recommendation was considered when the City did the refunding of bonds in December of 2015 and June of 2016.

This will be the first and only reading of Ordinance 2016-23 under the Texas Government Code 1201.028 a single meeting of governing body is sufficient for this purpose.

Bart Fowler (Bond Counsel) will also be present to answer any questions that Council may have.

3. FINANCIAL/BUDGET

The implications for refunding the 2008, 2009 and 2010 bond series is a total of approximately \$257,084 savings with the General Fund portion in savings at \$114,820 and the Utility Fund at \$142,264 over the life of the issuance.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends approving Ordinance 2016-23 authorizing the issuance of General Obligation Refunding Bonds, Series 2017 and directing the City Manager and/or the Mayor to act as pricing agent.

6. REFERENCE FILES

- 9a. [Ordinance 2016-23](#)
- 9b. [Taylor Refunding Scenario](#)

ORDINANCE NO. 2016-23

**ORDINANCE AUTHORIZING THE ISSUANCE OF THE
CITY OF TAYLOR, TEXAS GENERAL OBLIGATION REFUNDING BONDS;
LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; ESTABLISHING
PROCEDURES FOR SELLING AND DELIVERY OF ONE OR MORE SERIES OF THE
BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS**

Adopted October 27, 2016

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EXHIBIT A DEFINITIONS

EXHIBIT B DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

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**ORDINANCE AUTHORIZING THE ISSUANCE OF THE
CITY OF TAYLOR, TEXAS GENERAL OBLIGATION REFUNDING BONDS;
LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; ESTABLISHING
PROCEDURES FOR SELLING AND DELIVERY OF ONE OR MORE SERIES OF THE
BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS**

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §
CITY OF TAYLOR §

WHEREAS, the City has duly issued and there is now outstanding various series of ad valorem tax obligations and utility system obligations; and

WHEREAS, the City Council of the City deems it advisable and in the best interest of the City to refund the Refunded Obligations, as defined in Exhibit "A" attached hereto, in order to achieve a net present value debt service savings of not less than 3.00% of the principal amount of the Refunded Obligations net of any City contribution with such savings, among other information and terms to be included in a pricing certificate to be executed by the City Manager, acting as the designated pricing officer of the City, or, in the absence of the City Manager, City's Finance Director, all in accordance with the provisions of Chapter 1207 of the Texas Government Code thereof; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof together with any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations or with a trust company or commercial bank that does not act as depository for the City, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 further authorizes the City to enter into an escrow agreement with a paying agent for the Refunded Obligations or with a trust company or commercial bank that does not act as depository for the City with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City and such escrow agent may agree, provided that such deposits may be invested and reinvested in Defeasance Securities, as defined herein; and

WHEREAS, the Escrow Agreement hereinafter authorized, constitutes an agreement of the kind authorized and permitted by said Chapter 1207; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized: and

WHEREAS, the Bonds authorized by this Ordinance are being issued and delivered pursuant to the City Charter and Chapter 1207 of the Texas Government Code, as amended, and other applicable laws: and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. RECITALS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

Section 2. DEFINITIONS. For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in Exhibit "A" to this Ordinance have the meanings assigned to them in Exhibit "A".

Section 3. AMOUNT, NAME, PURPOSE AND AUTHORIZATION. The Bonds, each to be designated the "**CITY OF TAYLOR, TEXAS GENERAL OBLIGATION REFUNDING BONDS**," in one or more Series are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, as amended, and the Charter of the City. The Bonds shall be issued in the aggregate principal amount not to exceed \$5,000,000 for the purpose of providing funds for (i) refunding the Refunded Obligations, and (ii) paying the costs of issuing the Bonds.

Section 4. DATE, DENOMINATION, MATURITIES, NUMBERS, INTEREST AND REDEMPTION. (a) Initially there shall be issued, sold, and delivered hereunder one or more Series of fully registered Bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1 respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than August 15, 2034, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, as all set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. Each Pricing Certificate is hereby incorporated in and made a part of this Ordinance. The Bonds shall be designated by the year in which they are awarded as set forth in each Pricing Certificate for a series of Bonds and the Pricing Certificate shall determine and designate the tax status of a Series of Bonds as the Taxable Bonds or Tax-Exempt Bonds. The authority for the Pricing Officer to execute and deliver a Pricing Certificate for a Series of Bonds shall expire at 5:00

p.m. C.D.T. on April 27, 2017. Bonds priced on or before April 27, 2017 may be delivered to the initial purchaser after such date.

(b) As authorized by Chapter 1207, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering one or more Series of the Bonds, determining which of the Refundable Obligations shall be refunded and constitute Refunded Obligations under this Ordinance and carrying out the other procedures specified in this Ordinance, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, whether the Bonds shall be issued as Taxable Bonds or Tax-Exempt Bonds and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, and (iii) the refunding must produce a net present value debt service savings of at least 3.00% of the principal amount of the Refunded Obligations, net of any City contribution. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 3, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds. The Bonds shall be sold by either competitive sale, private placement or negotiated sale to the underwriter pursuant to a bond purchase agreement as determined by the Pricing Officer, at such price, with and subject to such terms, as determined by the Pricing Officer in the Pricing Certificate. The Pricing Officer may not execute a Pricing Certificate unless the minimum required savings as described in this subsection is achieved.

To achieve advantageous borrowing costs for the City, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in the Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on the Bonds.

If the Pricing Officer determines that the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the senior managing

underwriter for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the City. The Pricing Officer, acting for and on behalf of the City, is authorized to enter into and carry out a Bond Purchase Agreement or other agreement for the Bonds to be sold by negotiated sale or placement, with the underwriters or placement purchasers at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 3.02(b) above. The Bond Purchase Agreement or other agreement shall be substantially in the form and substance previously approved by the City in connection with the authorization of ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council determines that the delegation of the authority to the Pricing Officer to approve the final terms and conditions of each Series of the Bonds as set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated in the Pricing Certificate will be, in the best interests and shall have the same force and effect as if such determination were made by the City Council and the Pricing Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect.

(c) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Ordinance to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

(d) Right of Redemption. The City reserves the right, at its option, to redeem the Bonds as set forth in the FORM OF BOND and the Pricing Certificate. The City, at least thirty (30) days before the date of any optional redemption, shall notify the Paying Agent/Registrar of such redemption date and of the amount and maturity of the Bonds to be redeemed.

(e) Notice of Redemption to Bondholder. The Paying Agent/Registrar shall give notice of any redemption of the Bonds by sending notice by first class United States mail, postage prepaid, not less than twenty (20) days before the date fixed for redemption, to the Bondholder at the address

shown in the Register. The notice shall state among other things, the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and that the Bonds so called for redemption shall cease to bear interest after the redemption date. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by or this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

(f) Effect of Redemption. Notice of redemption having been given as provided in this Section, the Bonds called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in the payment of the principal thereof or accrued interest thereon, such Bonds thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bond is presented and surrendered for payment on such date. If the Bonds thereof called for redemption are not so paid upon presentation and surrender thereof for redemption, such Bonds thereof shall continue to bear interest at the rate stated on the Bond until paid or until due provision is made for the payment of same.

(g) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of the premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 5. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at the Paying Agent/Registrar, which shall be The Bank of New York Mellon Trust Company, N.A., in Dallas, Texas unless such other bank or trust company is hereafter appointed as may be determined by the Pricing Officer at pricing of the Bonds (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such

reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make a copy of the Registration Books available in the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 5(c) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional orders, ordinances, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and the Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1206, Texas Government Code, as amended, and particularly Subchapter B thereof, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage

prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Bonds initially issued as provided in Section 4(i) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers

and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of or interest on the Bonds.

Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such

Bond shall be made and given, respectively, in the manner provided in the Letter of Representations of the City to DTC.

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

(i) Cancellation of Initial Bond. On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the Underwriter of the Bonds or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-tem and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such Underwriters or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such Underwriters one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all the Bonds for such maturity.

Section 6. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, the form of initial Bond and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy.

FORM OF BOND

(All blanks and any appropriate or necessary insertions or deletions, to be completed as determined by the Pricing Officer in the Pricing Certificate.)

NO. R-	UNITED STATES OF AMERICA	PRINCIPAL
	STATE OF TEXAS	AMOUNT
	WILLIAMSON COUNTY	\$_____
	CITY OF TAYLOR, TEXAS	
	GENERAL OBLIGATION REFUNDING BOND,	
	SERIES _____*	

[FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS]

<u>INTEREST RATE</u>	<u>DATE OF BOND</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
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*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, **CITY OF TAYLOR, TEXAS** (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from _____, 20____, on _____, 20____ and semiannually thereafter on each _____ and _____ to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above calculated on the basis of a 360-day year of twelve 30-day months; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at _____, (the "Paying Agent/Registrar") at their office for payment in _____, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business on the last business day of the month next preceding each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest

(which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

**[FORM OF FIRST PARAGRAPHS
OF PREMIUM COMPOUND INTEREST BOND]**

NO. PC-

**MATURITY
AMOUNT
\$ _____**

INTEREST RATE

ISSUANCE DATE

DATE OF BONDS

MATURITY DATE

REGISTERED OWNER:

MATURITY AMOUNT:

ON THE MATURITY DATE SPECIFIED ABOVE, CITY OF TAYLOR, TEXAS (the "City"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Maturity Amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on _____* and _____* of each year commencing _____, 20____*. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on _____* and _____* at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the

* To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.

designated office for payment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the City required by the order authorizing the issuance of the Bonds (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The City covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

[FORM OF REMAINDER OF EACH BOND]

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Bond that on or before each payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____, 20__*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____, **TO PROVIDE FUNDS FOR THE FOLLOWING: (I) REFUNDING THE REFUNDED OBLIGATIONS; AND (II) PAYING THE COSTS ASSOCIATED WITH THE ISSUANCE OF THE BONDS.**

ON _____, __*, or on any date thereafter, the Bonds of this Series maturing on and after _____, __* may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful sources, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the dated fixed for redemption, as a whole or in part,

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.

the particular maturities to be redeemed shall be selected and designated by the Issuer, and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000).

[**THE BONDS MATURING ON** _____, ____* are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts on the following dates and at a price of par plus accrued interest to the redemption date ("Term Bonds").

Term Bonds Maturing on _____, 20__*

<u>Redemption Date</u> *	<u>Principal Amount</u> *
_____, 20____	\$ _____
_____, 20____†	\$ _____†

† Final Maturity

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]*

NO LESS THAN 30 days prior to the date fixed for any such redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall

*Use of Term Bonds, if any, to be determined by the Pricing Officer.

be redeemed a substitute Bonds or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Bond Ordinance.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limit prescribed by law.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

City Secretary

Mayor

[CITY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or

replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be
guaranteed by a member firm of
the New York Stock Exchange or
a commercial bank or trust company.

NOTICE: The signature above
must correspond with the name
of the Registered Owner as it
appears upon the front of this
Bond in every particular, with-
out alteration or enlargement
or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE INITIAL BOND ONLY:**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts
of the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL BONDS

(i) If requested by the initial purchaser of the Bonds, the initial Current Interest Bonds shall be in the form set forth in this Exhibit, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED ABOVE, the City of Taylor, Texas (the "Issuer"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____, 20__* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Principal		Interest
<u>Amount</u>	<u>Maturity Date</u>	<u>Rates</u>
_____	_____	_____

(Information for the Current Interest Bonds from the Pricing Certificate to be inserted)

* To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, 20__* at the respective Interest Rate per annum specified above. Interest is payable on _____, 20__* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1."

(ii) The Initial Compound Interest Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**THE CITY OF TAYLOR, TEXAS** (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Payment at Maturity on _____* in each of the years and in installments of the respective Maturity Amounts set forth in the following schedule:

Principal		Interest
<u>Amount</u>	<u>Maturity Date</u>	<u>Rate</u>

(Information for the Premium Compound Interest Bonds from the Pricing Certificate to be inserted)

The amount shown above as the respective Maturity Amounts represent the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on _____* and _____* of each year commencing _____, 20__.* For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table."

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.

C. the Initial Premium Compound Interest Bond shall be numbered "TPC-1."

Section 7. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the City under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the City under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 8. ESTABLISHMENT OF ESCROW FUND. Escrow Fund. A portion of the proceeds of the Bonds, together with any cash contribution, in an amount necessary to refund the Refunded Obligations shall be deposited in the Escrow Fund created and governed by the terms of the Escrow Agreement.

Section 9. DEFEASANCE OF BONDS (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii)

shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately

above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 11. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Pricing Officer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers may, at the option of the City, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

Section 12. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE TAX-EXEMPT BONDS. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to use all of the proceeds of the Tax-Exempt Bonds for the purposes set forth in Section 3 and the payment of principal, interest and redemption premium on the Refunded Obligations;

(2) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Bonds, in contravention of section 141(b)(2) of the Code;

(3) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(4) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited

into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(5) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(6) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(7) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with --

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(8) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations not expended prior to the date of issuance of the Tax-Exempt Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax-Exempt Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 3 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in Ordinance for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in Ordinance for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Tax-Exempt Bonds, or (2) the date the Tax-Exempt Bonds are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Disposition of Project. The City covenants that the property constituting the projects financed or refinanced with the proceeds of the Tax-Exempt Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an

opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(g) Designation as Qualified Tax-Exempt Obligations. The Pricing Officer is authorized to designate the Tax-Exempt Bonds as bank qualified obligations if the City qualifies to make such a designation at the time of pricing the Tax-Exempt Bonds.

(h) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City hereby adopts and establishes the instructions attached hereto as Exhibit C as its written procedures.

Section 13. APPROVAL OF OFFERING DOCUMENTS, PAYING AGENT/REGISTRAR AGREEMENT AND ESCROW AGREEMENT. The Pricing Officer is hereby authorized to approve a Preliminary Official Statement, the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto and to deem such documents final in accordance with Rule 15c2-12 of the Bonds are issued through a public offering. The City further approves the distribution of such Official Statement in the reoffering of the Bonds by the underwriters in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

The Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar ("Paying Agent Agreement") in substantially the form and substance previously approved by the City Council shall be approved by the Pricing Officer and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement as necessary.

The discharge and defeasance of Refunded Obligations shall be effectuated pursuant to the terms and provisions of an Escrow Agreement, in the form and containing the terms and provisions as shall be approved by a Pricing Officer, including any insertions, additions, deletions, and modifications as may be necessary (a) to carry out the program designed for the City by the underwriters or purchaser, (b) to maximize the City's present value savings and/or to minimize the City's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Obligations and (d) to carry out the other intents and purposes of this Ordinance; and, the Pricing Officer is hereby authorized to execute and deliver such Escrow Agreement, on behalf of the City, in multiple counterparts.

To maximize the City's present value savings and to minimize the City's costs of refunding, the City hereby authorizes and directs that certain of the Refunded Obligations shall be called for redemption prior to maturity in the amounts, at the dates and at the redemption prices set forth in the Pricing Certificate, and the Pricing Officer is hereby authorized and directed to take all necessary and appropriate action to give or cause to be given a notice of redemption to the holders or paying agent/registrars, as appropriate, of such Refunded Obligations, in the manner required by the documents authorizing the issuance of such Refunded Obligations.

The Pricing Officer and the Escrow Agent are each hereby authorized (a) to subscribe for, agree to purchase, and purchase Defeasance Securities that are permitted investments for a defeasance escrow established to defease Refunded Obligations, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved, and (b) to authorize such contributions to the escrow fund as are provided in the Escrow Agreement.

Section 14. INSURANCE PROVISIONS. In connection with the sale of the Bonds, the City may obtain municipal bond insurance policies from one or more recognized municipal bond insurance organizations (the "Bond Insurer" or "Bond Insurers") to guarantee the full and complete payment required to be made by or on behalf of the City on the Bonds. The Pricing Officer is hereby authorized to sign a commitment letter or insurance agreement with the Bond Insurer or Bond Insurers and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds to the Underwriter out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as the Pricing Officer may deem appropriate. Printing on the Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Bond Insurer and the Pricing Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Bond Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Ordinance.

Section 15. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of any fiscal year, certain financial information and operating data with respect to the City as determined by the Pricing Officer at the time the Bonds are sold. The Pricing Certificate shall specify such financial and operating data of the general type included in a final Official Statement authorized by Section 13 of this Ordinance. Any financial statements to be so provided shall be (1) provided annually to the MSRB in an electronic format as prescribed by the MSRB within 12 months after the end of any fiscal year, (2) prepared in accordance with the accounting principles described in Exhibit "B" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (3) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents

provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Certain Event Notices. The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the status of the Bonds, or other events affecting the status of the Bonds.
- G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;
- H. Bond calls, if material within the meaning of the federal securities laws and tender offers;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the City;
- M. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 8 of this Ordinance that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this

Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 16. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, (v) obtain insurance or ratings on the Bonds, (vi) obtain the approval of the Attorney General of the State Texas, or (vii) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 17. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of

the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 18. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bonds.

Section 19. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

Section 20. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in Ordinance to carry out the terms and provisions of this Ordinance, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement and the Official Statement. In addition, prior to the initial delivery of the Bonds, the Mayor, Director of Finance and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in Ordinance to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement or (ii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 21. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

Section 22. INCONSISTENT PROVISIONS. All ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 23. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises

and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Bonds.

Section 24. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 25. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

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IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on the 27th day of October, 2016.

CITY OF TAYLOR:

By: Mayor, City of Taylor, Texas

ATTEST:

City Clerk, City of Taylor, Texas

EXHIBIT A

DEFINITIONS

As used in this Ordinance, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Accountant*" means an independent certified public accountant or accountants or a firm of an independent certified public accountants, in either case, with demonstrated expertise and competence in public accountancy.

"*Accreted Value*" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the respective Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

"*Accretion Table*" means the exhibit attached to the Pricing Certificate that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"*Authorized Denominations*" means the denomination of \$5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"*Bond Insurer*" or "*Insurer*" means the provider of a municipal bond insurance policy, if any, for the Bonds as determined by the Pricing Officer in the Pricing Certificate or any other entity that insures or guarantees the payment of principal and interest on any Bonds.

"*Bonds*" means one or more Series of the Bonds and includes collectively the Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered pursuant to this Bond order and the Pricing Certificate and including any Tax-Exempt Bonds and/or Taxable Bonds as designated by the Pricing Officer, and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"*Book-Entry-Only System*" means the book-entry system of bond registration provided in Section 5, or any successor system of book-entry registration.

"*Business Day*" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"*Cede & Co.*" means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"*City*" and "*Issuer*" mean the City of Taylor, Texas, and where appropriate, the City Council.

"*City Council*" means the governing body of the City.

"*Closing Date*" means the date of initial delivery of and payment for the Bonds.

"*Compounded Amount*" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"*Compounding Dates*" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Pricing Certificate.

"*Current Interest Bonds*" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

"*Defeasance Securities*" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"*Depository*" means one or more official depository banks of the City.

"*DTC*" means The Depository Trust Company, New York, New York and its successors and assigns.

"*DTC Participant*" means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"*Escrow Agent*" means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas unless such other bank or trust company is hereafter appointed as may be determined by the Pricing Officer at pricing of the Bonds or any successor escrow agent under the Escrow Agreement.

"*Escrow Agreement*" means the agreements by and between the City and the Escrow Agent relating to refunding the Refunded Obligations and the cash defeasance, respectively.

"*Federal Securities*" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"*Fiscal Year*" means the twelve-month accounting period used by the City in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

"*Holder*," "*Holders*," "*Owners*" or "*Registered Owners*" means any person or entity in whose name a Bond is registered in the Register, for any Bonds.

"*Initial Bonds*" means the Bonds authorized, issued, and initially delivered as provided in Section 4 of this Ordinance.

"*Insurance Policy*" means an insurance policy issued by any Insurer guaranteeing the scheduled principal of and interest on the Bonds when due.

"*Interest and Sinking Fund*" means the special fund maintained by the provisions of Section 6 of this Ordinance.

"*Interest Payment Date*" means a date on which interest on the Bonds is due and payable.

"*Issuance Date*" means the date of delivery of the related Series of the Bonds.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Ordinance*" means this ordinance finally adopted by the City Council on October 27, 2016.

"*Outstanding*", when used with respect to Bonds, means, as of the date of determination, all Bonds theretofore delivered under this Ordinance, except:

(1) Bonds theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;

(2) Bonds deemed paid pursuant to the provisions of Section 9 of this Ordinance;

(3) Bonds upon transfer of or in exchange for and in lieu of which other Bonds have been authenticated and delivered pursuant to this Ordinance

(4) Bonds under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"*Permitted Investments*" means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended or other applicable law.

"*Premium Compound Interest Bonds*" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"*Pricing Certificate*" means each Pricing Certificate of the City's Pricing Officer to be executed and delivered pursuant to Section 4 hereof in connection with the issuance of one or more Series of the Bonds.

"*Pricing Officer*" means the City Manager, acting as the designated pricing officer of the City to execute the Pricing Certificate. In the absence of the City Manager, the City's Finance Director may act as the designated pricing officer of the City to execute the Pricing Certificate.

"*Rating Agency*" means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to the Bonds.

"*Record Date*" means Record Date as defined in Section 6 the Form of Bonds and each Pricing Certificate.

"*Redemption Date*" means a date fixed for redemption of any Bond pursuant to the terms of this Ordinance and each Pricing Certificate.

"*Refunded Obligations*" means those Refundable Obligations designated by the Pricing Officer in the Pricing Certificate to be refunded.

"*Refundable Obligations*" means all or a portion of the City's outstanding ad valorem tax obligations and utility system obligations.

"*Register*" or "*Registration Books*" means the registry system maintained on behalf of the City by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"*Replacement Bonds*" means the Bonds authorized by the City to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 10 of this Ordinance.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

"*Taxable Bonds*" means the any Bonds designated by the Pricing Officer in the Pricing Certificate as Taxable Bonds, the interest on which is includable in the gross income of the owner thereof for federal income tax purposes.

"*Tax-Exempt Bonds*" means the any Bonds designated by the Pricing Officer as Tax-Exempt Bonds, the interest on which is excludable in the gross income of the owner thereof for federal income tax purposes, pursuant to Section 103 of the Code.

"*Underwriters*" means the Senior Managing Underwriter and any additional investment banking firms designated by the Pricing Officer in the Pricing Certificate.

EXHIBIT B

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 15 of this Ordinance.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements contained in the Official Statement.

EXHIBIT "C"

WRITTEN PROCEDURES FOR FEDERAL TAX COMPLIANCE

These procedures, together with any federal tax certifications, provisions included in the order, ordinance or resolution (the "Authorizing Document") authorizing the issuance and sale of any tax-exempt debt (the "Obligations"), letters of instructions and/or memoranda from bond counsel and any attachments thereto (the "Closing Documents"), are intended to assist the City of Yorktown, Texas (the "City") in complying with federal guidelines related to the issuance of such Obligations.

A. Arbitrage Compliance. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The City Manager of the City (such officer, together with other employees of the City who report to or such officer, is collectively, the "Responsible Person") will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Responsible Person will:

1. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the "Project") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations must be entered into within 6 months of the date of closing of the Obligations (the "Issue Date") and that (ii) the Project must proceed with due diligence to completion;

2. Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;

3. Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years from the Issue Date; and

4. To the extent that there are any unspent proceeds of the Obligations at the time the Obligations are refunded, or if there are unspent proceeds of the Obligations that are being refunded by a new issuance of Obligations, the Responsible Person shall continue monitoring the expenditure of such unspent proceeds to ensure compliance with federal tax law with respect to both the refunded Obligations and any Obligations being issued for refunding purposes.

Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the City issues Obligations that are secured by a debt service reserve fund, the Responsible Person will assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of

the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.

Procedures applicable to Escrow Accounts for Refunding Obligations. In addition to the foregoing, if the City issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:

1. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
2. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and
3. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).

Procedures applicable to all Tax-Exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:

1. Maintain any official action of the City (such as a reimbursement resolution) stating the City's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the Project;
2. Ensure that the applicable information return (e.g., U.S. Internal Revenue Service ("IRS") Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
3. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Internal Revenue Code of 1986, as amended, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired;
4. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and
5. Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.

B. Private Business Use. Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Obligations can benefit (directly or indirectly) private businesses. The

Responsible Person will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the Project financed or refinanced with the proceeds of the Obligations does not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Person will:

1. Develop procedures or a "tracking system" to identify all property financed with Obligations;
2. Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;
3. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public:
 - a. has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the Project;
 - b. has a right to use the output of the Project (e.g., water, gas, electricity); or
 - c. has a right to use the Project to conduct or to direct the conduct of research;
4. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the City, has a naming right for the Project or any other contractual right granting an intangible benefit;
5. Monitor and record whether, at any time the Obligations are outstanding, the Project, or any portion thereof, is sold or otherwise disposed of; and
6. Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Authorizing Document related to the public use of the Project.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the Project financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of Obligations, such records shall be maintained until the three (3) years after the refunding Obligations mature or are otherwise paid off. Such records can be maintained in paper or electronic format.

D. Responsible Person. A Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the Project financed or refinanced with the proceeds of the Obligations. The foregoing notwithstanding, each Responsible Person shall report to the governing body of the City whenever experienced advisors

and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking approval of the governing body to engage or utilize existing advisors and agents for such purposes.

Preliminary

City of Taylor, Texas

\$3,640,000 General Obligation Refunding Bonds, Series 2017

Assumes "AA-", QTEO and January 2017 Delivery

Total Issue Sources And Uses

Dated 01/05/2017 | Delivered 01/05/2017

	General Fund	Water & Sewer	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$1,660,000.00	\$1,980,000.00	\$3,640,000.00
Reoffering Premium	175,145.60	219,364.35	394,509.95
Total Sources	\$1,835,145.60	\$2,199,364.35	\$4,034,509.95
Uses Of Funds			
Total Underwriter's Discount (0.793%)	13,207.53	15,649.88	28,857.41
Costs of Issuance	32,379.12	38,620.88	71,000.00
Deposit to Net Cash Escrow Fund	1,785,474.57	2,149,018.99	3,934,493.56
Rounding Amount	4,084.38	(3,925.40)	158.98
Total Uses	\$1,835,145.60	\$2,199,364.35	\$4,034,509.95

Preliminary

City of Taylor, Texas

\$3,640,000 General Obligation Refunding Bonds, Series 2017

Assumes "AA-", QTEO and January 2017 Delivery

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
09/30/2017	143,750.00	1,978,572.50	2,122,163.52	2,129,810.00	7,646.48
09/30/2018	401,000.00	1,062,462.50	1,463,462.50	1,483,700.00	20,237.50
09/30/2019	570,200.00	764,062.50	1,334,262.50	1,359,500.00	25,237.50
09/30/2020	335,900.00	505,532.50	841,432.50	862,770.00	21,337.50
09/30/2021	241,100.00	96,525.00	337,625.00	359,362.50	21,737.50
09/30/2022	243,100.00	93,262.50	336,362.50	354,725.00	18,362.50
09/30/2023	248,450.00	-	248,450.00	269,875.00	21,425.00
09/30/2024	348,500.00	-	348,500.00	372,650.00	24,150.00
09/30/2025	350,400.00	-	350,400.00	370,750.00	20,350.00
09/30/2026	342,000.00	-	342,000.00	358,425.00	16,425.00
09/30/2027	340,800.00	-	340,800.00	366,100.00	25,300.00
09/30/2028	729,200.00	-	729,200.00	752,925.00	23,725.00
09/30/2029	301,600.00	-	301,600.00	312,750.00	11,150.00
Total	\$4,596,000.00	\$4,500,417.50	\$9,096,258.52	\$9,353,342.50	\$257,083.98

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	223,095.02
Net PV Cashflow Savings @ 2.287%(AIC)	223,095.02
Contingency or Rounding Amount	158.98
Net Present Value Benefit	\$223,254.00
Net PV Benefit / \$3,615,000 Refunded Principal	6.176%

Refunding Bond Information

Refunding Dated Date	1/05/2017
Refunding Delivery Date	1/05/2017

Preliminary

City of Taylor, Texas

\$3,640,000 General Obligation Refunding Bonds, Series 2017

Assumes "AA-", QTEO and January 2017 Delivery

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
01/05/2017	-	-	-	-	-
08/15/2017	75,000.00	2.000%	68,750.00	143,750.00	-
09/30/2017	-	-	-	-	143,750.00
02/15/2018	-	-	55,500.00	55,500.00	-
08/15/2018	290,000.00	2.000%	55,500.00	345,500.00	-
09/30/2018	-	-	-	-	401,000.00
02/15/2019	-	-	52,600.00	52,600.00	-
08/15/2019	465,000.00	2.000%	52,600.00	517,600.00	-
09/30/2019	-	-	-	-	570,200.00
02/15/2020	-	-	47,950.00	47,950.00	-
08/15/2020	240,000.00	2.000%	47,950.00	287,950.00	-
09/30/2020	-	-	-	-	335,900.00
02/15/2021	-	-	45,550.00	45,550.00	-
08/15/2021	150,000.00	2.000%	45,550.00	195,550.00	-
09/30/2021	-	-	-	-	241,100.00
02/15/2022	-	-	44,050.00	44,050.00	-
08/15/2022	155,000.00	3.000%	44,050.00	199,050.00	-
09/30/2022	-	-	-	-	243,100.00
02/15/2023	-	-	41,725.00	41,725.00	-
08/15/2023	165,000.00	3.000%	41,725.00	206,725.00	-
09/30/2023	-	-	-	-	248,450.00
02/15/2024	-	-	39,250.00	39,250.00	-
08/15/2024	270,000.00	3.000%	39,250.00	309,250.00	-
09/30/2024	-	-	-	-	348,500.00
02/15/2025	-	-	35,200.00	35,200.00	-
08/15/2025	280,000.00	3.000%	35,200.00	315,200.00	-
09/30/2025	-	-	-	-	350,400.00
02/15/2026	-	-	31,000.00	31,000.00	-
08/15/2026	280,000.00	4.000%	31,000.00	311,000.00	-
09/30/2026	-	-	-	-	342,000.00
02/15/2027	-	-	25,400.00	25,400.00	-
08/15/2027	290,000.00	4.000%	25,400.00	315,400.00	-
09/30/2027	-	-	-	-	340,800.00
02/15/2028	-	-	19,600.00	19,600.00	-
08/15/2028	690,000.00	4.000%	19,600.00	709,600.00	-
09/30/2028	-	-	-	-	729,200.00
02/15/2029	-	-	5,800.00	5,800.00	-
08/15/2029	290,000.00	4.000%	5,800.00	295,800.00	-
09/30/2029	-	-	-	-	301,600.00
Total	\$3,640,000.00	-	\$956,000.00	\$4,596,000.00	-

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Preliminary

City of Taylor, Texas

\$3,640,000 General Obligation Refunding Bonds, Series 2017

Assumes "AA-", QTEO and January 2017 Delivery

Debt Service Schedule

Part 2 of 2

Yield Statistics

Bond Year Dollars	\$27,149.44
Average Life	7.459 Years
Average Coupon	3.5212507%
Net Interest Cost (NIC)	2.1744366%
True Interest Cost (TIC)	2.0162640%
Bond Yield for Arbitrage Purposes	1.8252899%
All Inclusive Cost (AIC)	2.2866644%

IRS Form 8038

Net Interest Cost	1.8050743%
Weighted Average Maturity	7.710 Years

Preliminary

City of Taylor, Texas

\$3,640,000 General Obligation Refunding Bonds, Series 2017

Assumes "AA-", QTEO and January 2017 Delivery

Escrow Fund Cashflow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
01/05/2017	-	-	-	2.56	-	2.56
02/15/2017	72,737.00	0.240%	2,881.32	75,618.32	75,618.75	2.13
08/15/2017	785,340.00	0.510%	15,278.88	800,618.88	800,618.75	2.26
02/15/2018	48,276.00	0.640%	12,842.82	61,118.82	61,118.75	2.33
08/15/2018	283,430.00	0.730%	12,688.34	296,118.34	296,118.75	1.92
02/15/2019	44,765.00	0.800%	11,653.82	56,418.82	56,418.75	1.99
08/15/2019	2,699,943.00	0.850%	11,474.76	2,711,417.76	2,711,418.75	1.00
Total	\$3,934,491.00	-	\$66,819.94	\$4,001,313.50	\$4,001,312.50	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield

Cash Deposit	2.56
Cost of Investments Purchased with Bond Proceeds	3,934,491.00
Total Cost of Investments	\$3,934,493.56
Target Cost of Investments at bond yield	\$3,854,794.34
Actual positive or (negative) arbitrage	(79,699.22)
Yield to Receipt	0.8204757%
Yield for Arbitrage Purposes	1.8252899%
State and Local Government Series (SLGS) rates for	10/04/2016

Preliminary

City of Taylor, Texas

\$3,640,000 General Obligation Refunding Bonds, Series 2017

Assumes "AA-", QTEO and January 2017 Delivery

Summary Of Bonds Refunded

Issue	Purpose	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Dated 5/15/2009 Delivered 6/11/2009								
09 REF - 5-28-09 FINAL	TAX	08/15/2020	Serial	Coupon	4.000%	90,000	08/15/2018	100.000%
Subtotal		-	-	-	-	\$90,000	-	-
Dated 12/15/2008 Delivered 12/30/2008								
08 CO SWS revised after 2016 ref	Tax	08/15/2018	Serial	Coupon	4.000%	80,000	08/15/2017	100.000%
08 CO SWS revised after 2016 ref	Tax	08/15/2019	Serial	Coupon	4.000%	250,000	08/15/2017	100.000%
Subtotal		-	-	-	-	\$330,000	-	-
Dated 6/15/2010 Delivered 7/15/2010								
10 \$8.78mm C/O allocation after 2016 ref	tax	08/15/2021	Serial	Coupon	4.250%	80,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	tax	08/15/2022	Serial	Coupon	4.250%	80,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	tax	08/15/2023	Serial	Coupon	4.250%	90,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	tax	08/15/2024	Serial	Coupon	4.250%	145,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	tax	08/15/2025	Serial	Coupon	4.250%	150,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	tax	08/15/2026	Serial	Coupon	4.250%	150,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	tax	08/15/2027	Serial	Coupon	4.250%	160,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	tax	08/15/2028	Serial	Coupon	4.250%	365,000	08/15/2019	100.000%
Subtotal		-	-	-	-	\$1,220,000	-	-
Dated 5/15/2009 Delivered 6/11/2009								
09 REF - 5-28-09 FINAL	WW&SS	08/15/2020	Serial	Coupon	4.000%	145,000	08/15/2018	100.000%
Subtotal		-	-	-	-	\$145,000	-	-
Dated 12/15/2008 Delivered 12/30/2008								
08 CO SWS revised after 2016 ref	WW&SS	08/15/2018	Serial	Coupon	4.000%	190,000	08/15/2017	100.000%
08 CO SWS revised after 2016 ref	WW&SS	08/15/2019	Serial	Coupon	4.000%	205,000	08/15/2017	100.000%
Subtotal		-	-	-	-	\$395,000	-	-
Dated 6/15/2010 Delivered 7/15/2010								
10 \$8.78mm C/O allocation after 2016 ref	water & sewer	08/15/2021	Serial	Coupon	4.250%	70,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	water & sewer	08/15/2022	Serial	Coupon	4.250%	75,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	water & sewer	08/15/2023	Serial	Coupon	4.250%	80,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	water & sewer	08/15/2024	Serial	Coupon	4.250%	135,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	water & sewer	08/15/2025	Serial	Coupon	4.250%	140,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	water & sewer	08/15/2026	Serial	Coupon	4.250%	140,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	water & sewer	08/15/2027	Serial	Coupon	4.250%	150,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	water & sewer	08/15/2028	Serial	Coupon	4.250%	345,000	08/15/2019	100.000%
10 \$8.78mm C/O allocation after 2016 ref	water & sewer	08/15/2029	Serial	Coupon	4.250%	300,000	08/15/2019	100.000%
Subtotal		-	-	-	-	\$1,435,000	-	-
Total		-	-	-	-	\$3,615,000	-	-

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Preliminary

City of Taylor, Texas

General Obligation Refunding Bonds, Series 2017

Assumes "AA-", QTEO and January 2017 Delivery

General Fund Portion

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
09/30/2017	71,013.89	783,285.00	850,214.51	851,935.00	1,720.49
09/30/2018	139,950.00	721,955.00	861,905.00	870,605.00	8,700.00
09/30/2019	303,150.00	401,115.00	704,265.00	716,565.00	12,300.00
09/30/2020	133,050.00	281,695.00	414,745.00	427,145.00	12,400.00
09/30/2021	121,250.00	96,525.00	217,775.00	228,375.00	10,600.00
09/30/2022	119,650.00	93,262.50	212,912.50	221,712.50	8,800.00
09/30/2023	127,250.00	-	127,250.00	135,050.00	7,800.00
09/30/2024	174,550.00	-	174,550.00	186,225.00	11,675.00
09/30/2025	175,350.00	-	175,350.00	185,062.50	9,712.50
09/30/2026	171,000.00	-	171,000.00	178,687.50	7,687.50
09/30/2027	170,200.00	-	170,200.00	182,312.50	12,112.50
09/30/2028	369,200.00	-	369,200.00	380,512.50	11,312.50
Total	\$2,075,613.89	\$2,377,837.50	\$4,449,367.01	\$4,564,187.50	\$114,820.49

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	96,367.54
Net PV Cashflow Savings @ 2.245%(AIC)	96,367.54
Contingency or Rounding Amount	4,084.38
Net Present Value Benefit	\$100,451.92
Net PV Benefit / \$1,640,000 Refunded Principal	6.125%

Refunding Bond Information

Refunding Dated Date	1/05/2017
Refunding Delivery Date	1/05/2017

Preliminary

City of Taylor, Texas

General Obligation Refunding Bonds, Series 2017

Assumes "AA-", QTEO and January 2017 Delivery

Water & Sewer Portion

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
09/30/2017	72,736.11	1,195,287.50	1,271,949.01	1,277,875.00	5,925.99
09/30/2018	261,050.00	340,507.50	601,557.50	613,095.00	11,537.50
09/30/2019	267,050.00	362,947.50	629,997.50	642,935.00	12,937.50
09/30/2020	202,850.00	223,837.50	426,687.50	435,625.00	8,937.50
09/30/2021	119,850.00	-	119,850.00	130,987.50	11,137.50
09/30/2022	123,450.00	-	123,450.00	133,012.50	9,562.50
09/30/2023	121,200.00	-	121,200.00	134,825.00	13,625.00
09/30/2024	173,950.00	-	173,950.00	186,425.00	12,475.00
09/30/2025	175,050.00	-	175,050.00	185,687.50	10,637.50
09/30/2026	171,000.00	-	171,000.00	179,737.50	8,737.50
09/30/2027	170,600.00	-	170,600.00	183,787.50	13,187.50
09/30/2028	360,000.00	-	360,000.00	372,412.50	12,412.50
09/30/2029	301,600.00	-	301,600.00	312,750.00	11,150.00
Total	\$2,520,386.11	\$2,122,580.00	\$4,646,891.51	\$4,789,155.00	\$142,263.49

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	126,719.36
Net PV Cashflow Savings @ 2.320%(AIC)	126,719.36
Contingency or Rounding Amount	(3,925.40)
Net Present Value Benefit	\$122,793.96
Net PV Benefit / \$1,975,000 Refunded Principal	6.217%

Refunding Bond Information

Refunding Dated Date	1/05/2017
Refunding Delivery Date	1/05/2017



City Council Meeting October 27, 2016 Agenda Item Transmittal

Agenda Item #: 10

Agenda Title: Consider request from Main Street Car Show Committee to sell wine and/or beer and to allow consumption throughout the car show area for 4th Annual Main Street Car Show and Street Dance.

Council Action to be taken: Approve by consent

Initiating Department: Main Street Program

Staff Contact: Deby Lannen, Main Street Manager

1. INTRODUCTION/PURPOSE

The purpose of this item is for the Council to consider allowing wine and/or beer sales at 4th Annual Main Street Car Show and Street Dance. This type of request has been done on the consent agenda in the past and is standard procedure for the annual Main Street Festival (Zest Fest/Blackland Prairie Days).

2. DESCRIPTION/ JUSTIFICATION

The Main Street Car Show and Street Dance is an annual event coordinated by the Main Street Car Show Committee for the City of Taylor. The original purpose of the event was to create a downtown event to bring people to the downtown area. The event attracts traffic to the downtown area with activities for people of all ages that includes arts and crafts, retail shopping and food and entertainment throughout the day.

The Main Street Car Show Committee* would like to sell beer and possibly wine coolers on Saturday October 29th from 10 am – 11 pm in the area contained for the car show and street dance at a central concession near Heritage Square and from Texas Beer Company. The Committee requests approval for attendees to consume the drinks throughout the festival area on Saturday (this being defined as the area between 2nd and 5th Streets and between Porter and Talbot Streets) rather than containing beverage consumption to a single area.

*(Committee Members include Jeff Snyder, Jo Snyder, Robert Garcia, Ian Davis, JD Ginn, Brad Duncan, Cort Geis, Ed Hile, Steve Truex, Derek Hilla, and Shannon Bagent)

This request has been reviewed with Texas Alcoholic Beverage Commission, along with Police Chief Henry Fluck. All concurred the ability to consume alcoholic beverages throughout the festival area is very manageable.

The authority issued from the Texas Alcoholic Beverage Commission will be obtained by Texas Beer Company and is in addition to their on site licensing.

Liability insurance for the event is provided by the City's coverage under the Texas Municipal League's Intergovernmental Risk Pool insurance policy at no additional cost. TML-IRP offices indicate that the car show activities, including the sale of beer, are not excluded from our policy.

3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

Staff asks approval for the request as the event is scheduled for October 29, 2016.

5. RECOMMENDATION

Staff recommends that the City Council authorize the sale of beer and/or wine in the downtown area, specifically for the car show and street dance for the 4th Annual Main Street Car Show on Saturday, October 29, 2016. This event is sponsored by the Main Street Program of the City of Taylor and the request is for permission allowing attendees to consume alcoholic beverages sold throughout the festival area.

6. REFERENCE FILES

10a. [TML Risk Pool](#) and TxDOT liability insurance certificate.

10b. [Ordinance 1-3-94 related](#) to alcohol in downtown district.



Certificate of Coverage

TMLIRP Contract Number: 3204

Member:

Taylor
Mr. Isaac Turner
City Manager
400 Porter St
Taylor, Texas 76574-3600

Company Affording Coverage:

Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:

City of Taylor
Attention: Mr. Isaac Turner, City Manager
400 Porter Street
Taylor, Texas 76574-3600

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s).

Coverage is continuous until canceled.

General Liability Effective Date: 10/1/2016 Anniversary Date: 10/1/2017 Limits of Liability (Each Occurrence): \$1,000,000 Sudden Events Involving Pollution (Each Occurrence): \$1,000,000 Annual Aggregate: \$2,000,000 Deductible per Occurrence: \$1,000	Real & Personal Property Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____																					
Law Enforcement Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	Mobile Equipment Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____																					
Errors and Omissions Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Wrongful Act): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	Boiler & Machinery - Broad Form Effective Date: _____ Anniversary Date: _____ Per Accident Limit: _____ Deductible per Occurrence: _____																					
Auto Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Deductible per Occurrence: _____	<table border="1"><thead><tr><th></th><th>Yes</th><th>No</th></tr></thead><tbody><tr><td>Mortgagee</td><td></td><td></td></tr><tr><td>Loss Payee</td><td></td><td></td></tr><tr><td>Loan Number:</td><td></td><td></td></tr></tbody></table>		Yes	No	Mortgagee			Loss Payee			Loan Number:											
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	Yes	No																				
Loss Payee:																						
	Loan Number:																					

DESCRIPTION:

Confirmation of coverage for the City of Taylor Main Street Car Show, Saturday, October 29, 2016, 10:00 a.m. to 4:00 p.m., with a Street Dance to 10:00 p.m., Taylor, Texas. (Street closures from October 29, 2016, 2:00 a.m. to October 30, 2016, 4:00 a.m.) General Liability Coverage is primary.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Louis Canales

Louis R. Canales, Jr.

Date Issued:

10/18/2016

ORDINANCE NO. 01-03-94

AN ORDINANCE PROHIBITING THE POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES IN THE CENTRAL BUSINESS DISTRICT OF THE CITY OF TAYLOR CONSISTENT WITH THE ORDER ADOPTED BY THE TEXAS ALCOHOLIC BEVERAGE COMMISSION ON MARCH 7, 1994 AND SECTION 109.35 OF THE ALCOHOLIC BEVERAGE CODE V.A.T.S., AS AMENDED; PROVIDING A SAVINGS CLAUSE AND A PENALTY OF A FINE OF NOT LESS THAN \$100.00 NOR MORE THAN \$500.00 FOR VIOLATION HEREOF AND DECLARING AN EMERGENCY IN ITS ENACTMENT.

BE IT ORDAINED BY THE CITY OF TAYLOR:

Section 1. Subject to Section 2 hereof the City of Taylor does hereby prohibit the possession of an open container or consumption of alcoholic beverages in its central business district as such district is described in the resolution adopted by the City of Taylor establishing same on December 28, 1993 which shall be consistent with the provisions of the order adopted by the Texas Alcoholic Beverage Commission on March 7, 1994 and Section 109.35 of the Alcoholic Beverage Code V.A.T.S., as amended.

Section 2. This ordinance does not prohibit the legal possession of an open container or the consumption of alcoholic beverages in motor vehicles, buildings not owned or controlled by the City of Taylor, residential structures or licensed premises located within the central business district.

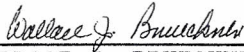
Section 3. As used herein "open container" means any alcoholic beverage container that is no longer sealed.

Section 4. If any part of this ordinance should be held to be invalid by a court of competent jurisdiction same shall not effect the remainder of this ordinance and all portions of this ordinance not held to be invalid shall continue and remain in full force and effect.

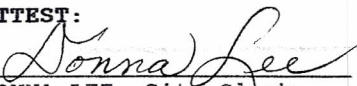
Section 5. Any person violating the provisions of this ordinance shall be deemed guilty of a Class C misdemeanor and upon conviction shall be fined in any amount not less than \$100.00 nor more than \$500.00.

Section 6. The fact that the Texas Alcoholic Beverage Commission has approved the request of the City of Taylor and adopted an order under the authority of Section 109.35 of the Alcoholic Beverage Code V.A.T.S., as amended, and the further fact that an ordinance implementing such order should be adopted without delay for the protection and general public welfare of the City of Taylor and its citizens creates an emergency and the rules prohibiting the passage of an ordinance on the date on which same is introduced and requiring three separate readings thereof be and the same are hereby dispensed with or waived as to this ordinance and this ordinance shall take effect immediately from and after its passage.

INTRODUCED, PASSED, APPROVED and ADOPTED as an emergency measure by the unanimous vote of all the members of the City Commission of the City of Taylor this the 22nd day of March, A.D. 1994.


WALLACE J. BRUECKNER, Chairman
Board of Commissioners

ATTEST:


DONNA LEE, City Clerk

CITY OF TAYLOR

BEFORE THE
TEXAS ALCOHOLIC
BEVERAGE COMMISSION

O R D E R

On this 7th day of March, 1994, came for consideration the petition of the City of Taylor requesting that the Texas Alcoholic Beverage Commission adopt an Order under the authority of §109.35, Alcoholic Beverage Code, V.T.C.A., that prohibits the possession of an open container or consumption of an alcoholic beverage in its Central Business District. The Commission finds:

Section A. The resolution attached to and incorporated with the petition of the City of Taylor, determining that possession of an open container and/or consumption of an alcoholic beverage in the Central Business District (hereinafter CBD) of Taylor poses a risk to the health and safety of its citizens is properly submitted. The resolution is attached hereto.

Section B. The plat describing the CBD of the City of Taylor, attached to the petition, properly identifies the CBD of Taylor and meets the requirements of §109.35(d), Alcoholic Beverage Code, V.T.C.A.. The plat is attached hereto.

It is, therefore, Ordered that:

Section 1. Subject to Section 2, the City of Taylor may enact an ordinance prohibiting the possession or consumption of alcoholic beverages in its CBD consistent with the provisions of this Order and §109.35, Alcoholic Beverage Code, V.T.C.A..

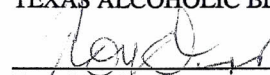
Section 2. This Order does not prohibit the legal possession of an open container or the consumption of alcoholic beverages in motor vehicles, buildings, not owned or controlled by the City of Taylor, residential structures or licensed premises located within the CBD.

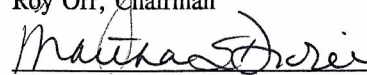
This Order shall remain in force and effect until such time as it is revoked or rescinded by the Commission.

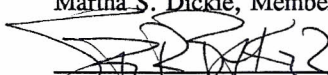
Signed and entered this the 7th day of March, 1994.

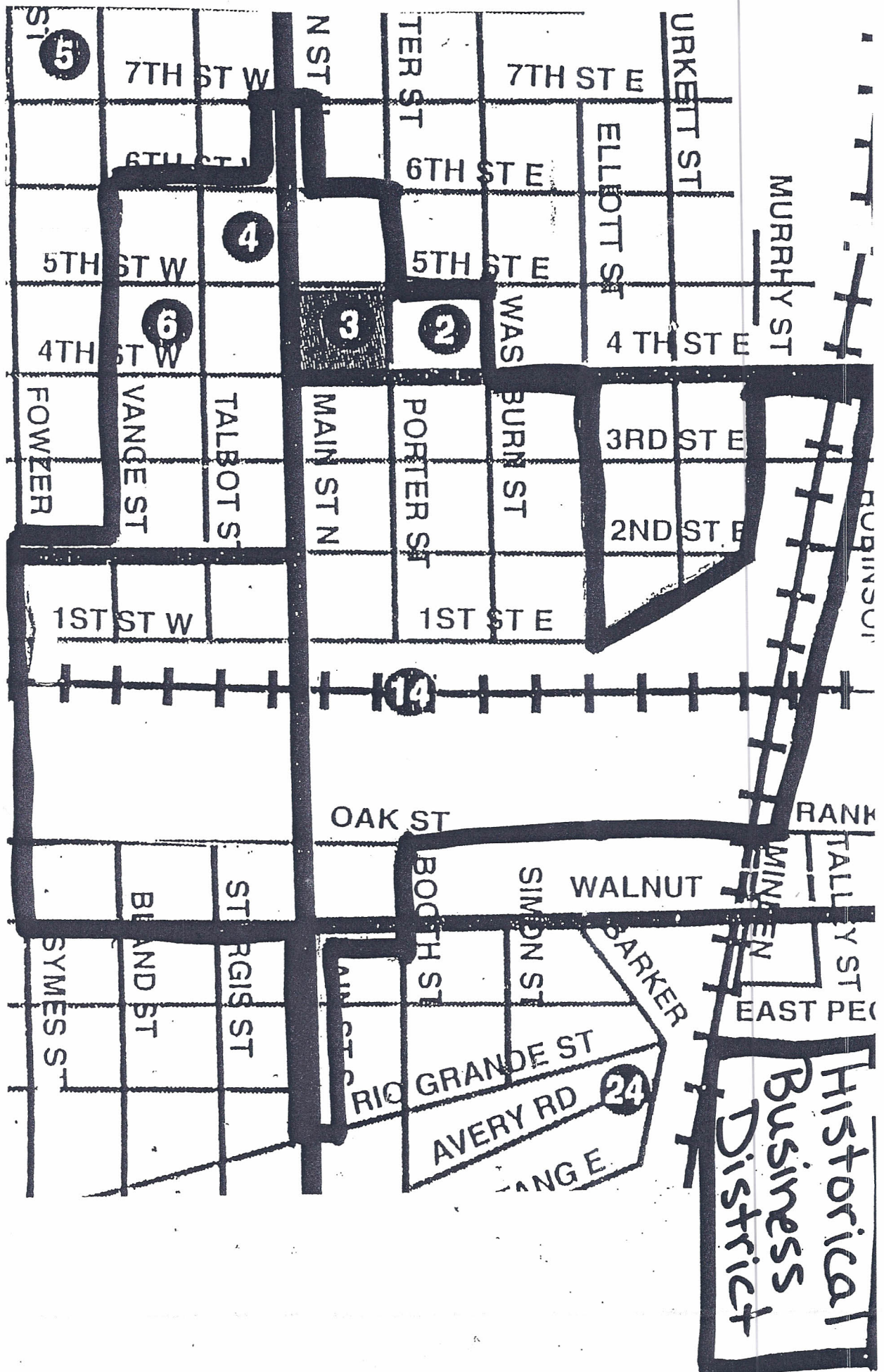


TEXAS ALCOHOLIC BEVERAGE COMMISSION


Roy Orr, Chairman


Martha S. Dickie, Member


Steven R. Baker, Member



(City Council)

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

son son

I, _____ (Name) as a member of the City of Taylor City Council make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have a substantial interest in a business entity that would be peculiarly affected by a vote or decision of the Council as those terms are defined in Chapter 171, Local Government Code.

The business entity is: _____ (Name)

Date of Meeting: _____ Agenda Item Number: _____

_____ (“I” or name of relative & relationship) (have/has) a substantial interest for the following reasons (check all which are applicable):

_____Ownership of 10% or more of the voting or shares of the business entity.

_____Ownership of \$15,000 or more of the fair market value of the business entity.

_____Funds received from the business entity exceed 10% of ____ (my, her, his) income
for the previous year.

_____ Real property is involved and _____ (I, he, she) have an equitable or legal ownership with a fair market value of at least \$2,500.00.

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by a decision of the public body of which I am a member.

_____ Other: _____

Upon filing of this affidavit with the City Secretary, I affirm that I will abstain from voting on any decision involving this business entity and from any further participation on this matter whatsoever.

Signed this _____ day of _____, 20__.

Signature of Official

Title

BEFORE ME, the undersigned authority, this day personally appeared _____
and on oath stated that the facts herein-above stated are true to the best of _____(his/her)
knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 20____.

Notary Public, State of Texas

Printed Name:

My Commission Expires:_____

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit.** Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.



City Council Meeting October 27, 2016 Agenda Item Transmittal

Agenda Item #: 11
Agenda Title: Receive update on Hazard Mitigation Plan process.
Council Action to be taken: For information only
Initiating Department: City Administration; Fire Department
Staff Contact: Noel Bernal, Assistant City Manager
Pat Ekiss, Chief

1. INTRODUCTION/PURPOSE

The City of Taylor was awarded a grant valued at \$49,500 from the Texas Department of Emergency Management for the development of a multi-jurisdictional hazard mitigation action plan for Taylor and Thrall.

2. DESCRIPTION/ JUSTIFICATION

The Hazard Mitigation plan will encompass the Cities of Taylor and Thrall's potential preventative actions to protect public safety, prevent loss of life, reduce harm or damage to existing and future development, and will aid to prevent damages to our unique cultural, economic and environmental assets. The plan development will involve local teams from both jurisdictions who are dedicated to providing concise feedback and seek public and stakeholder input throughout the process. Hazard mitigation plans are vital to breaking the typical disaster cycle of damage, reconstruction and repeated damage. Through this grant funding, we will be able to develop a five-year plan of action that is a long-term, cost-effective means of reducing risk and helping to create a more disaster-resilient community.

3. FINANCIAL/BUDGET

A grant total of \$66,000 has been awarded by FEMA. Seventy five percent or, \$49,500 by FEMA and the remaining twenty five percent or \$16,500 will be covered by city funds.

4. TIMELINE CONSIDERATIONS

The plan will take seven to nine months to complete. Once established, Council will be provided a list of meeting dates and times.

5. RECOMMENDATION

This is provided for informational purposes only. No action is required at this time.

6. REFERENCE FILES

11a. [Sub grant Document](#)

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR

DAVID G. BAKER

ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

July 15, 2016

Mr. Isaac D. Turner
City Manager
City of Taylor
400 Porter Street
Taylor, TX 76574-3600

DUNS Number 33907163
TINS Number 746002355
FIPS Number 491-71948-00

RE: DR-4223-025 City of Taylor Multi-jurisdictional MAP Project

Catalog of Federal Domestic Assistance (CFDA) 97-039
FEMA Project Number: FEMA-4223-DR-TX, Project #025
Project Title: City of Taylor Mitigation Plan Project
Period of Performance: June 21, 2016 to June 21, 2018

A Hazard Mitigation Grant Program subgrant has been awarded by Texas Division of Emergency Management (TDEM).

DR-4223-025						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	6/21/16	\$66,000.00	75%	\$49,500.00	25%	\$16,500.00

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledge acceptance of this subaward and agreement to abide by all terms and conditions.



Designated Subrecipient Agent



Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Paula Logan, State Hazard Mitigation Officer at (512) 424-2642 or email at paula.logan@dps.texas.gov.

Sincerely



W. Nim Kidd, CEM®

Chief

Texas Division of Emergency Management

Assistant Director

Texas Homeland Security

Texas Department of Public Safety

ATTACHMENTS: Scope of Work (FEMA Project Worksheet)
Grant Terms and Conditions

Taylor-Thrall

Multi-Jurisdictional Hazard Mitigation

Action Plan 2016-2021

Scope of Work

The Hazard Mitigation Action plan should encompass all the characteristics of an excellent planning document in order to carry out governmental responsibility to protect the health, safety and welfare of its citizens. As stated in the *Local Mitigation Planning Handbook, March 2013*, "Mitigation is an investment in your community's future safety and sustainability. Its critical importance includes protecting public safety and preventing loss of life, reduces harm to existing and future development and aids to prevent damage to a community's unique economic, culture and environmental assets." The possible effects of a natural disaster could become entwined in every aspect of the community with devastating consequences in its economic, social and environmental well being.

Under the Stafford Act and 44CFR Part 201, the Local Mitigation Plan Review Guide is given as a planning handbook. Although the guiding principles within the handbook emphasize that "there is no required format for the community's plans" in order to give flexibility to meet the unique needs, it recommends nine (9) tasks for developing or updating a local hazard mitigation plan.

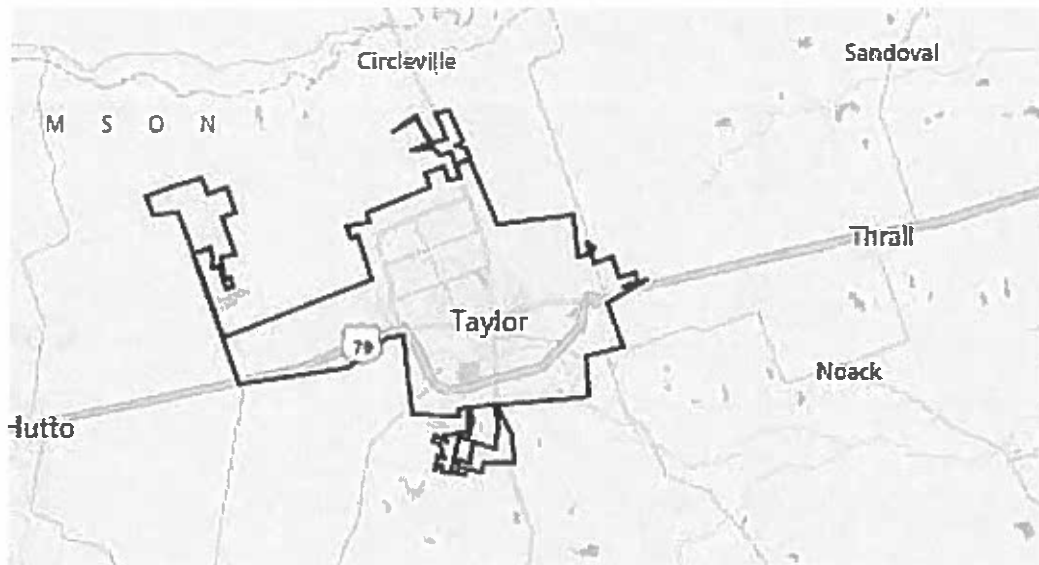
Task 1: Determine the Planning Area and Resources

The cities of Taylor and Thrall have not previously participated in a Hazard Mitigation Plan and desire to develop one in order to be better prepared for their futures when natural disasters occur. As both cities are similar in their rural nature and economic drivers, they share the same goals to have an individualized Hazard Mitigation plan in order to meet their unique community needs.

Table 1 : Taylor-Thrall HAZ Map Demographics

Entity	2014 Population	Households	Families %	Elderly %	Per Capita Inc	Median age
Taylor	16,001	5,556	24.5%	7.3%	\$21,311	36.8
Thrall	677	265	27.2%	27.2%	\$23,504	41
Grand Total	16,678	5,821	25.9%	17.3%	\$22,408	38.9

Taylor – Thrall



Task 2: Building the Planning Team

The planning process and identification of the players are as critical as the plan itself—the plan is only as good as the teams that put it together. Both the multijurisdictional and local teams must work **PROACTIVELY** together in order to create opportunities for its identified partners to participate in developing the hazard mitigation strategy while the local team has the authority to implement it. With that in mind, the multijurisdictional team, herein called the ***PRO - Planning Regional Opportunity*** team, will have at least one leader from each participating jurisdiction and any additional technical support. PRO members could be representatives of their local emergency management planning, public works, fire department, rural electrical coop, etc. In order to actively engage vibrant local leadership, each participating jurisdiction will have their own ***ACT- assessment community team***. Their team leader will serve and represent the ACTs interests on the PRO. The

ACT is responsible for local community input, attend PRO meetings and develop a specific mitigation strategy to serve their community. Together both teams will refine the existing mitigation plan to increase its relevance and effectiveness in order to **PROACTIVELY** plan for any future natural disasters thus strengthening their communities ability to respond.

The PRO team will look at the work from the previous planning process along with any additional individuals or organizations it deems appropriate. Each participating jurisdiction will have at least one representative on the team, dependent upon the community's size and the level of effort required assessing unique risks and developing specific mitigation actions.

Resources to be utilized: Both PRO and ACT teams will utilize geographic information systems with data available from local and regional entities (COGs, cities, school districts, etc.) as well as the state (TNRIS) and Federal (USDA, NCDC DHS-FEMA) sources. The analysis will include “overlay” studies of known hazard limits with natural features, political and administrative boundaries, as well as know critical facilities. The actual extent of data available will be determined as the partners come together to discuss resources.

The team will utilize a combination of software, most likely ESRI, ArcGIS 10.3 and QGIS 2.8. As appraisal district values are available, these can be integrated into the analysis to derive property damage and/or damage-avoided values.

The PRO will coordinate the first (minimum of 5 PRO meetings) with questions discussed in Section 1, along with Local Mitigation Planning Handbook suggestions including:

1. Confirmation of the purpose of the plan as defined within an established mission statement.
2. Verify the overall scope of work and schedule for the mitigation plan and reviewing the requirement of a hazard mitigation plan for FEMA approval while documenting the planning process.
3. Establish responsibilities –clarify roles of both the PRO and ACT along with an appropriate timeline needed
4. Develop an outreach strategy – *Who else needs to be involved in the mitigation planning process specifically including a minimum of 5 PRO meetings that will be open to the public with a comment period. Additional strategies of obtaining public/stakeholder input will be discussed at the first PRO meeting.*

Action Required:

PRO-Hold the first area meeting while taking the 5 action steps as stated above.

ACT- Attend the first area meeting and participate in the 5 action steps.

Public/Stakeholders: Be notified and included for public/stakeholder input during public comment for all PRO meetings (5 minimum).

Task 3: Create an Outreach Strategy

This is a critical phase of the process as it helps to create a mechanism for coordination and accountability among the participating jurisdictions while reflecting individual communities’ values and priorities. As the FEMA rules state, each jurisdiction seeking plan approval, must document the planning process, including how they provided opportunities for the involvement of their stakeholders and the public.

The PRO will:

- brainstorm outreach activities
- determine public outreach objectives and schedule to possibly include public input in the earlier stages of identifying community assets and problem areas along with the proposed final mitigation strategy
- identify appropriate outreach methods that will promote & motivate public inclusion
- develop clear and consistent messages that align with area/community value
- evaluate and incorporate feedback from outreach activities
- provide an opportunity for public review of the final draft plan

Although the specifics will be determined by the PRO team, an example could be that the PRO team will develop a set of outreach materials/presentations and each ACT is responsible for distributing/presenting the materials to their stakeholders/citizens/city councils along with defined ways on how to document this portion of the planning process e.g. date, agenda, meeting attendance, public participation, newspaper articles, etc

Action Required:

PRO: Develop communication methodologies and tools as to stakeholder/public outreach.

ACT: Assist the PRO in developing communication methodology and tools to reach out to the public and stakeholders.

Task 4: Review Community Capabilities

The fastest way to have a failed plan is to lack the resources in the implementation phase. Reviewing both area and community capacity is a critical step for a successful plan. This is especially critical in multi-jurisdictional plans where local capability varies so widely.

In order to meet the FEMA requirement, the plan will describe each jurisdiction's existing authorities, policies, programs and resources available to accomplish hazard mitigation also to include the areas of planning and regulatory, administrative and technical, financial and education and outreach capabilities

As part of the risk assessment in Task 5, the PRO will evaluate how existing capabilities contribute to vulnerability by reducing or exacerbating disaster impacts and discuss what capabilities need to be changed or enhanced in the plan's mitigation strategy.

As specifically discussed in the guidelines, the National Flood Insurance Program, in particular, will be discussed for those participating jurisdictions through describing their flood plain management program and address how they will continue to comply with the NFIP requirements. Also, as stated in the guidelines, where FEMA has issued a floodplain map for

jurisdictions which are currently not participating in the NFIP, they may meet this requirement by describing the reasons why the community does not participate.

Actions Required:

PRO: Develop a guideline for the area and local jurisdictions to analyze their capacity. Once developed and approved by the PRO, conduct area capacity evaluation.

ACT: Assist the PRO in developing guidelines to analyze both the area and local jurisdiction capacity. Once developed and approved by the PRO, each ACT will conduct their local capacity evaluation and report back to the PRO.

Task 5 – Conduct a Risk Assessment

The PRO team will conduct a risk assessment based on the area's capacity defined in Task 4 and evaluate how existing capabilities, or lack thereof, contribute to vulnerability by reducing or exacerbating disaster impacts and discuss what capabilities need to be changed or enhanced in the plan's mitigation strategy. This same risk assessment will be conducted by each ACT.

The mitigation plan update will review how/if the risk has changed since the previous plan was completed, particularly as is related to land use development, infrastructure and new hazard information.

The risk assessment process will include the following as described in the guidelines:

1. Identify and describe natural hazards that affect *both* the area and local jurisdictions in the planning area through a variety of resources such as the State Hazard Mitigation Plan, National Climatic Data Center, etc. Within the description will be the location, extent, previous occurrences and probability of future events. New studies since the last plan will also be identified.
2. Identify Community Assets in the four major categories of people, economy, built/future environment and natural environment.
3. Analyze Risks through the evaluation of vulnerable assets in the multi-jurisdiction area and describe the potential impacts and estimated losses (including potential dollar losses) through a combination of qualitative and quantitative methods depending on the hazard, data, staff, available time and technical resources.
4. Summarize the vulnerability and *develop problem statements* from the previous three steps listed above so the communities can understand the most significant risks and vulnerabilities and communicate the findings to their elected officials and other stakeholders in order to support their mitigation decisions. As directed in the guidelines,

the plan will provide an overall summary of each jurisdiction's vulnerability(ies) to the identified hazards and revising any problem statements that are no longer valid.

Action Required:

PRO: Conduct area risk assessments

ACT: Conduct local risk assessments and report back to the PRO for inclusion in the area mitigation plan.

Task 6 – Develop a Mitigation Strategy

The three main required components in a comprehensive, relevant mitigation strategy include mitigation goals, actions and an action plan for implementation.

1. *Mitigation Goals* will be clear, measurable goals for both the area and local jurisdictions and agreed upon through the planning process for the area & each jurisdiction representing what the community seeks to achieve through mitigation plan implementation and how it needs to be refined in light of experiences gained from its implementation
2. *Mitigation actions* will:
 - Describe status of the existing mitigation actions in the previous plan by discussing their completion or the reasons why the action is no longer relevant
 - Specify actions, projects, activities or processes that are identified through the planning process in order to reduce or eliminate long-term hazard risks to people and/or property along with a description of how any priorities have changed since the plan was previously approved.
 - Identify and analyze a comprehensive range of specific area and local participation mitigation actions and projects to reduce the impacts of the hazards identified in the risk assessments.
 - Consider the benefits that would result from the mitigation action versus the costs. As clarified in the guidelines, this does not mean a full FEMA BCA Module but a planning level assessment of whether the costs are reasonable compared to the probable benefits.
3. *The Mitigation Action Plan* will describe how the mitigation actions will be implemented, including how those actions will be prioritized, administered and incorporated into the area and communities' existing planning.

Action Required:

PRO: Develop area mitigation strategy with PRO consensus

ACT: Develop local mitigation strategy with local official/stakeholders input and report back to the PRO for inclusion in the mitigation plan.

Task 7 – Keep the Plan Current

As any viable plan, the mitigation plan is a *living* document that guides action over time with needed updates and plan adjustments that are necessary to maintain its relevance. The PRO and ACT teams will identify and describe what methods and schedules will be established to monitor, evaluate, and update the mitigation plans within a 5 year cycle to keep them relevant while providing opportunities for public involvement in the plan and its implementation.

Action Required:

PRO: Develop a long range implementation plan, including providing opportunity for public/stakeholder input, in updating the plan at least every 5 years (documented).

ACT: Develop a long range implementation plan in updating the local plan with local official review (documented) at least every 5 years.

Task 8 – Review and Adopt the Plan

Once the final draft has been completed, a final review is necessary from the PRO, ACT, stakeholders and the public. Both the PRO and ACT will provide opportunity and document that the public was given opportunity to comment on the plan. Once the multijurisdictional and local plans have their final review by the public, the PRO will submit the plan to the State Mitigation Planner at TDEM. As suggested in the guidelines, the Approval Pending Adoption (APA) will be used. This process will allow the jurisdictions to submit the final draft of the mitigation plan to the State and FEMA for review prior to formal adoption by the elected officials or other authorized governing body allowing for any revisions based on suggestions made by FEMA in order to avoid having to go to the governing body twice.

Action required:

Pro Team- Give the public opportunity to comment on the final multijurisdictional plan validating that it meets all requirement of Title 44 CFR 201.6. Coordinate the plan adoptions and submit documentation to the State for the area plan along with each participating jurisdiction plan.

ACT Team – Give the public opportunity to comment on the local jurisdiction plan while validating that it meets all requirement of Title 44 CFR 201.6 Once APA notice is given to the jurisdiction, final plan approval will be sought by its governing body and then submitted back to the PRO for inclusion with the area plan.

TASK 9 – Create a Safe and Resilient Community

The planning process does not stop upon the adoption of the plan. PROACTIVE implementation of the policies and actions identified in the area and mitigation plans will increase community resilience and is truly an investment in the area and communities' future safety and sustainability. As the PRO and ACT commit to evaluating and re-evaluating their mitigation plans, the communities will have a more secure future due to their PROACTively taken steps to strengthen their capacity to handle future natural disasters.

Deliverables of 2016-2021 Taylor-Thrall Mitigation Action Plan:

- ✓ Establish a strong, viable PRO team to provide area leadership in order to create a practical, robust mitigation strategy for the area while obtaining public and stakeholder input
- ✓ Establish strong, viable ACT teams to participate in area-wide planning while also concentrating on local assessments, strategies and mitigation plans while obtaining public and stakeholder input
- ✓ Taylor-Thrall Hazard Mitigation Action Plan that will be updated at a minimum every 5 years to provide both the area and local jurisdiction's blueprint for reducing the potential losses identified in the risk assessment while obtaining public and stakeholder input

GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
 2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
 3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
 4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
 5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
 6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
 7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
 2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.
 3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM

determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after

4. DPS/TDEM requests such refund.

D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principles and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable

statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. Restrictions and General Conditions.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at

www.sam.gov or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.

6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
 - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide

all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. Procurement and Contracting.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
 - a. Procurement by micro purchase
 - b. Procurement by small purchase
 - c. Procurement by sealed bid
 - d. Procurement by competitive proposal
 - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The cost plus a percentage of cost and percentage of construction cost methods of contracting are ineligible.

Must perform cost/price analysis for purchases over \$3000.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and http://www.window.state.tx.us/procurement/proq/vendor_performance/debarred/ and submitted for review.
 5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. Monitoring. Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance

under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. Retention and Accessibility of Records.

1. **Retention of Records.** Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §__42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. **Access to Records.** Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. Changes, Amendments, Suspension or Termination

1. **Modification.** FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
 - a. The reason(s) for such termination;
 - b. The effective date of such termination; and
 - c. In the case of partial termination, the portion of this Grant to be terminated.
 - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290de-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
 - 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
 - 2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 - 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
 - 5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th.** Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year.

Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

EXHIBIT G

Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.
OR
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.



City Council Meeting October 27, 2016 Agenda Item Transmittal

Agenda Item #: 12

Agenda Title: Discuss historical timeline of West End School disposition.

Council Action to be taken: Provide direction to staff.

Initiating Department: City Administration

Staff Contact: Ashley Lumpkin, Director, Planning and Development Services

1. INTRODUCTION/PURPOSE

The purpose of this item is to provide City Council with a timeline of actions taken on the West End School building.

2. DESCRIPTION/ JUSTIFICATION

The City acquired the property in 1992 from Taylor ISD. However, the potential demolition of the building dates back to the summer of 1983, which never occurred. Since the acquisition the building has sat mostly vacant; an engineering report conducted in 2015 states the building is structurally sound.

In the summer of 2014, staff conducted a public meeting to determine possible uses for the building and residents' concerns regarding the site in general. The responses were varied and the results of that meeting are attached to this report.

In October 2014, City Council requested additional information about the building. A structural evaluation, broker's opinion to determine value, and potential demolition costs were requested. The broker's opinion estimated the land and building were worth approximately \$35,000 and the demolition costs were similar at an approximate \$38,000 to \$40,000.

The Parks and Recreation Advisory Board conducted tours of the facility between March and April 2015. The Board's recommendation was to keep the building for future recreational use but they refrained from making a specific recommendation pending a Parks Master Plan update.

Staff released a bid for the West End School in April of 2016 but, because of a discrepancy in financial data in the only bid response, the bid was rejected by City Council in September 2016. Recently, two separate parties interested in the building toured the building in October 2016.

3. FINANCIAL/BUDGET

None at this time.

4. TIMELINE CONSIDERATIONS

None at this time.

5. RECOMMENDATION

Accept the update as presented.

6. REFERENCE FILES

- 12a. [Historical overview](#) of West End School.
- 12b. [Asbestos evaluation of](#) the building.
- 12c. [Notes from Public](#) Meeting in June
- 12d. [Survey of property](#)

City of Taylor, Texas
Demolition Specifications
Bid Packet

1935 City Hall; Alternate 1928 West End School

Owner: City of Taylor, Texas

Contact person:

Bob van Til, Director of Planning and Development

bob.vantil@taylortx.gov

512-352-5990 x 16

Alternate contact:

Mr. Casey Sledge, Contract City Engineer

casey@sledge.biz

512-484-2932

Project

Objective: Project #1 - Demolish/deconstruct the 1935 City Hall, jail in the basement, tower, perimeter sidewalk, driveway on the east side of the building (save and except the area on which the portable school building is located)

Project #2 - Demolish/deconstruct former school building and sidewalk located at 1301 Ferguson Street.

Desired Outcomes: Complete legal demolition and removal, save and except the recycled materials, of a municipal office building leaving level mowable land free of any debris with grass.

PROJECT #1 - 1935 OLD CITY HALL

Location/Address: 400 N. Main Street, Taylor Texas. In the north side of Heritage Square; south of E. 5th Street between N. Main and Porter Street.

See Attachment "A" - Site Plan, prepared by Komatsu Architects in 2000

See Attachment "B" - Floor Plans, prepared by Komatsu Architects in 2000

Attachment "C" - Preliminary Asbestos Survey

Year constructed: 1935

City of Taylor, Texas

Demolition Specifications

Bid Packet

Type of Construction: Wood frame with brick veneer; concrete floor (old fire station), concrete basement (Jail). Inactive electrical, plumbing, and HVAC systems.

Machinery and equipment: None

Previous use: Municipal use, administration, court, fire station, jail.

Current Use/Existing conditions: vacant

Current general condition: weakened floors, compromised foundation, leaking roof, water rot/damage, cracked walls.

Over all Size: 11,300 SF

Floors: 1 and on-half with basement

First floor, former city hall: 4,016 SF

First floor, former fire station: 2,506 SF

Second floor, former fire station dormitory: 2,529 SF

Basement, jail: 2,249 (below grade)

Crawlspace, under the building: 1,896 SF (not included in the total SF'g)

Topography: flat.

Utilities: Will be disconnected by owner.

Protective Fencing: provided by owner (some existing now)

Protected features: trees, park benches, irrigation system in the park, adjacent portable school building (approximately 27' away from the east side of the building), walkway to Main Street.

Erosion Control: provided by contractor, approved by owner

Noise: Contractor will ensure that work will commence during normal and customary working hours only, from 7 am to 7 pm. Monday through Saturday. Extended hours may be approved by owner. No work shall occur on Sundays.

Dust: Contractor will ensure that dust will be contained on the site.

Vibration: Contractor will ensure that vibrations will be kept to a minimum

City of Taylor, Texas
Demolition Specifications
Bid Packet

Safety: Contractor will ensure that all necessary precautions will be taken to ensure the safety of the public, the City, and personnel retained by the contractor

Scheduling: Contractor shall submit a schedule to the owner for owner approval.

Work sequence: Contractor shall submit to the owner a work sequence schedule of events for owner approval prior to working commencing

Hazardous materials

Asbestos: a limited asbestos survey was conducted in 2006. Owner will update the survey and provide a mitigation schedule to the contractor. Contractor shall dispose of asbestos in an approved manner in accordance with all applicable federal, state, and local laws, rules, regulations and policies, including but not limited to daily licensed observation/testing of abatement process.

Recycling/recapture/deconstruction:

Owner desires to keep several architectural treatments that exist above the doors and windows (aka 'zig-zags') as well as above and around the main entrance.

The owner also desires to salvage the three (3) dedication plaques located on the west, south, and east sides of the building.

The owner also desired to keep two (2) signs that identify the building: the "Taylor Fire Department" sign on the east side of the building and the "1935 City hall" sign on the west side of the building.

The contractor is encouraged to recycle as much of the materials as possible and to deconstruct the building as much as is feasible.

Backfill: Contractor shall provide an alternate bid to backfill the site

PROJECT #2 - WEST END SCHOOL

Location/Address: 1301 Ferguson Street, Taylor Texas. Adjacent to the Taylor Headstart School

See Attachment "D" - Site Plan

Attachment "E" - Asbestos Survey

Year constructed: 1928

Type of Construction: Concrete with brick veneer; wood floors, window trim. No active HVAC, electrical, or plumbing.

City of Taylor, Texas
Demolition Specifications
Bid Packet
Machinery and equipment: None

Previous use: school building, fire training facility

Current Use/Existing conditions: vacant

Current general condition: weakened floors, compromised foundation, leaking roof, water rot/damage, cracked walls.

Over all Size: 9,022 SF

Floors: Two

First floor: 4,511 SF

First floor: 4,511 SF

Topography: flat.

Utilities: Will be disconnected by owner.

Protective Fencing: provided by owner

Protected features: trees, playground, basketball court and light, existing fencing

Erosion Control: provided by contractor, approved by owner

Noise: This building is located in a residential area and next to a school for young children. Contractor will ensure that work will commence during normal and customary working hours only, from 7 am to 7 pm. Monday through Saturday. Extended hours may be approved by owner. No work shall occur on Sundays.

Dust: Contractor will ensure that dust will be contained on the site.

Vibration: Contractor will ensure that vibrations will be kept to a minimum

Safety: Contractor will ensure that all necessary precautions will be taken to ensure the safety of the public, the City, and personnel retained by the contractor

Scheduling: Contractor shall submit a schedule to the owner for owner approval.

Work sequence: Contractor shall submit to the owner a work sequence schedule of events for owner approval prior to working commencing

Hazardous materials

City of Taylor, Texas
Demolition Specifications
Bid Packet

Asbestos: see attachment "E"

Recycling/recapture/deconstruction: N/A

Backfill: Contractor shall provide an alternate bid to backfill the site

GENERAL REQUIREMENTS

Experience of the contractor: Contractor shall demonstrate sufficient experience to demonstrate a competency to do this work. Submit at least three references.

Contractor shall submit the names and experience of the primary staff responsible for the project.

Payment: the Contractor will be paid in full upon completion of the work and subject to the satisfaction and approval of the City.

Complete the attached Proposal Form.

Incomplete proposals will be rejected.

The City reserves the right to reject any and all proposals.

Pricing.

Contractor name:

Contractor Address:

Contractor Phone and email address:

Contractor EIN:

PROJECT #1 - 1935 CITY HALL PROJECT

Demolition/deconstruction price:

Alternate price:

Alternate price #1:

Back fill the jail area price:

Alternate price #2:

Sod the affected area price: (type and method subject to owner approval)

PROJECT #2 - WEST END SCHOOL

City of Taylor, Texas
Demolition Specifications
Bid Packet
Demolition/deconstruction price:

Alternate prices:

Alternate price #1:

Back fill price:

Alternate price #2:

Sod the affected area price: (type and method subject to owner approval)

Attachments to the bid form:

Evidence of liability insurance in the amount of \$1,000,000 per occurrence. Add the City as additionally insured if awarded the project.

Performance bond in the amount of the bid.

Time commitment to complete the job from the award date.

Attach a Safety Plan

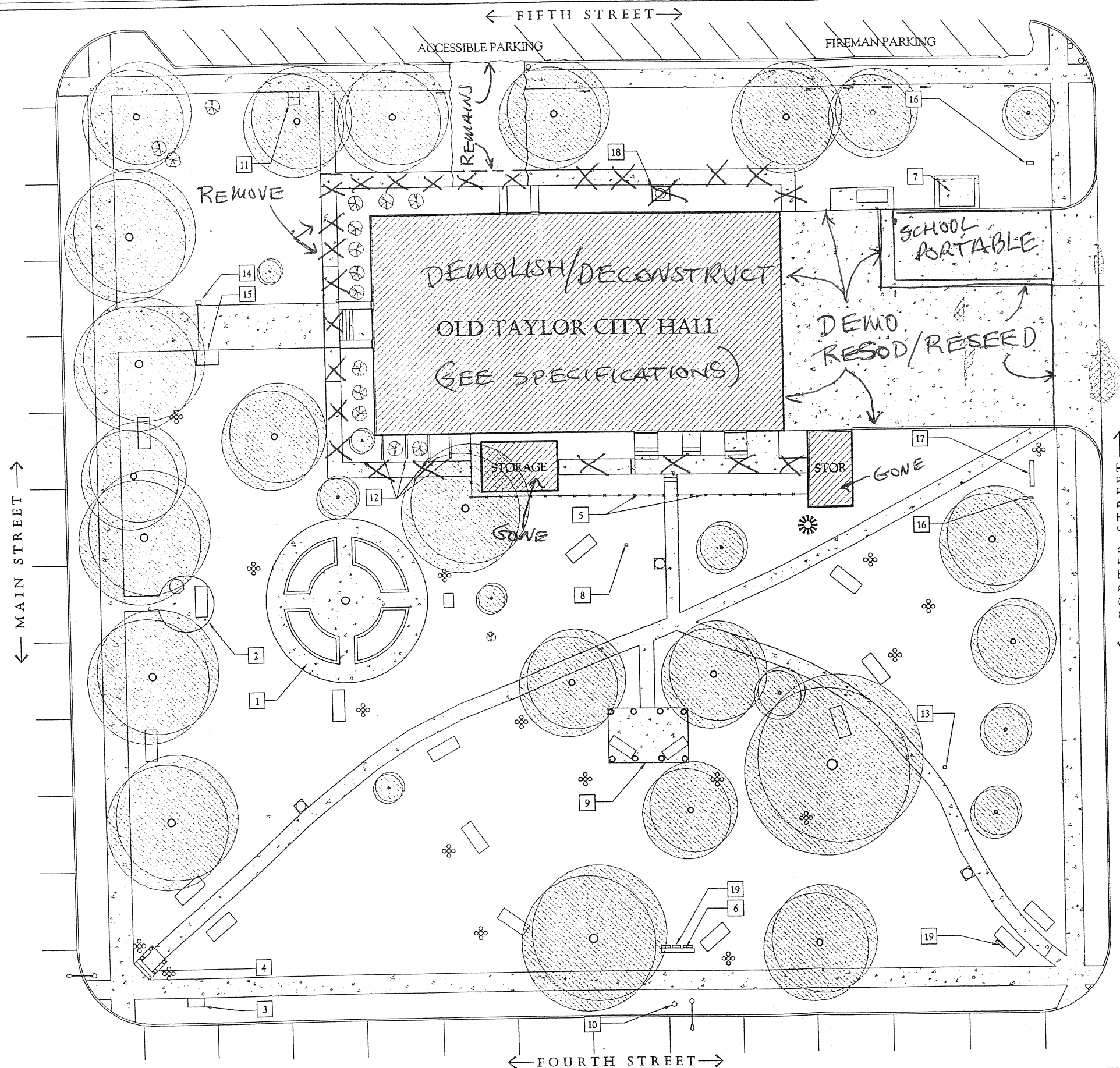
Access/egress plan

Schedule of equipment: contractor shall submit a schedule of equipment and when they will be used on the site.

Printed name of Responder

Signature of Responder.

Date:

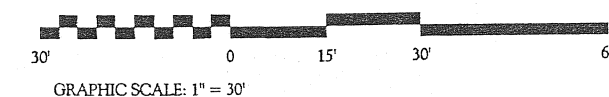


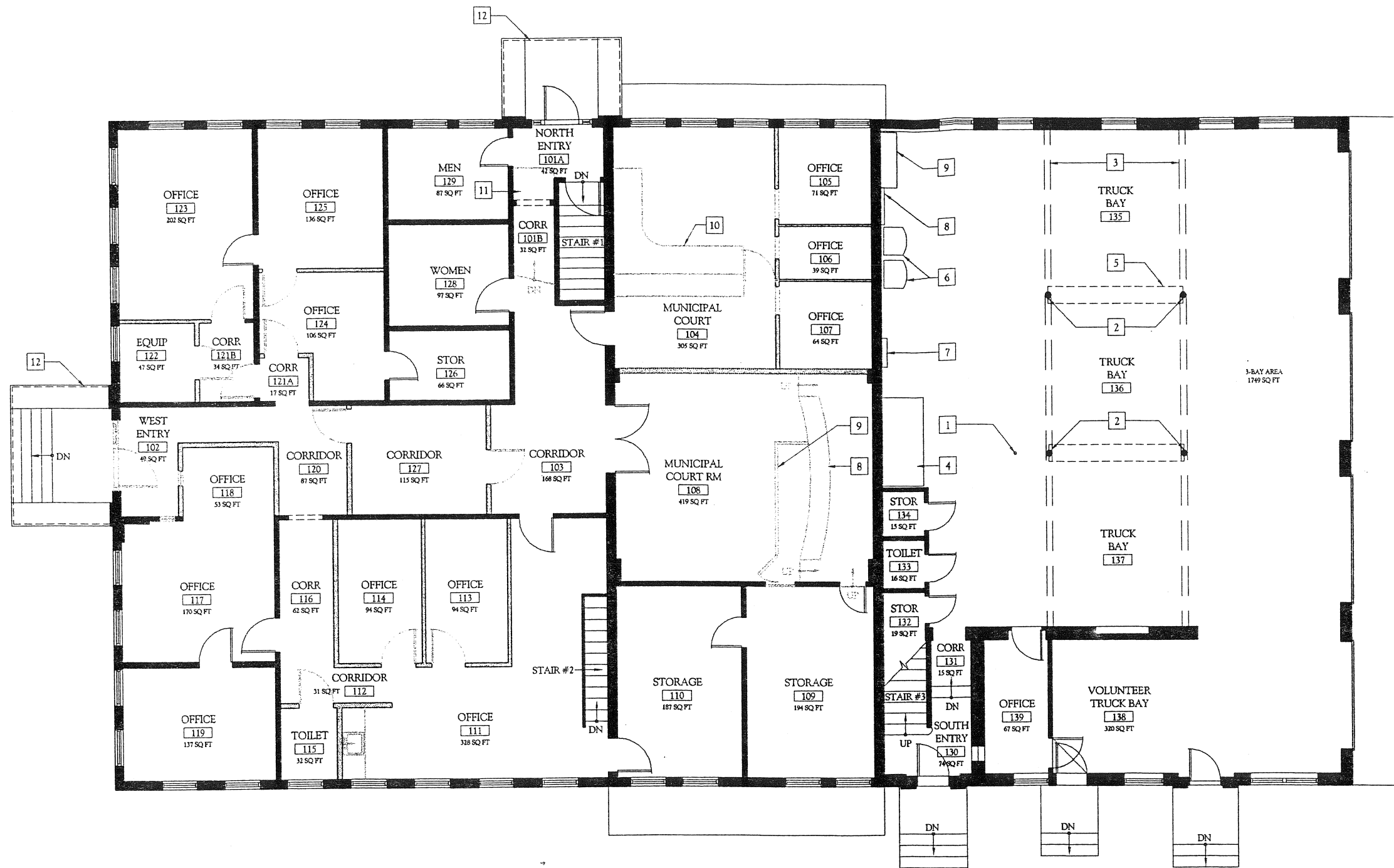
NOTES BY SYMBOL "□"

1. EXPOSED AGGREGATE FINISH CONCRETE
FLAG POLE PLATFORM W/ PLANTERS
 2. CIRCULAR CONCRETE PLATFORM W/
BENCH AND WATER FOUNTAIN
 3. PUBLIC PAY PHONE
 4. ENTRY ARCHWAY FEATURE
 5. 6' WOOD FENCE (*GONE*)
 6. HERITAGE PARK SIGN
 7. TRASH DUMPSTER ON CONCRETE PAD
 8. CONCRETE MARKER
 9. PERGOLA W/ TWO BENCHES
 10. UTILITY POLE
 11. MARKER FOR PECAN TREE
 12. BRACING
 13. WATER FAUCET
 14. MARKER - CITY COMMISSIONERS 1934
 15. HISTORICAL MARKER - CITY OF TAYLOR
 16. METER BOX
 17. TAYLOR FIRE DEPARTMENT SIGN
 18. ANTENNA POLE
 19. ELECTRIC SERVICE
- X = REMOVE**

LEGEND

- ✿ DECORATIVE LIGHT STANDARD
- BENCH W/ CONCRETE BASE
- STREET LIGHT
- ☼ PUBLIC WARNING SYSTEM
- TRASH RECEPTAL ON CONC BASE
- PARKING SIGN
- TREE
- ⊗ SHRUB
- CONCRETE WALK/DRIVE
- ASPHALT
- ▨ DRIVE/STREET DETERIORATION

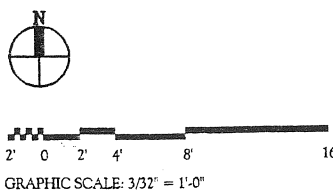




- NOTES BY SYMBOL [0]
1. FIRE POLE
 2. 6-1/2" O.D. STEEL COLUMN
 3. STEEL STRUCTURAL BEAM
 4. ROLLED HOSE RACK
 5. DASHED LINE INDICATES SHELVES BETWEEN COLUMNS FOR EQUIPMENT STORAGE
 6. SODA MACHINE
 7. ELECTRIC SERVICE
 8. COURT TABLE @ RAISED PLATFORM
 9. WOOD RAILING WITH GATE
 10. RECEPTION DESK
 11. RAMP
 12. DASHED LINE INDICATES AWNING ABOVE
 13. HOT WATER HEATER
 14. FIRE EXTINGUISHER
 15. FIRE POLE
 16. BUILT IN CABINET
 17. AWNING BELOW
 18. STEEL SUPPORT RODS
 19. SHOWER

FIRST FLOOR
6522 SQ. FT. - GROSS SQUARE FOOTAGE

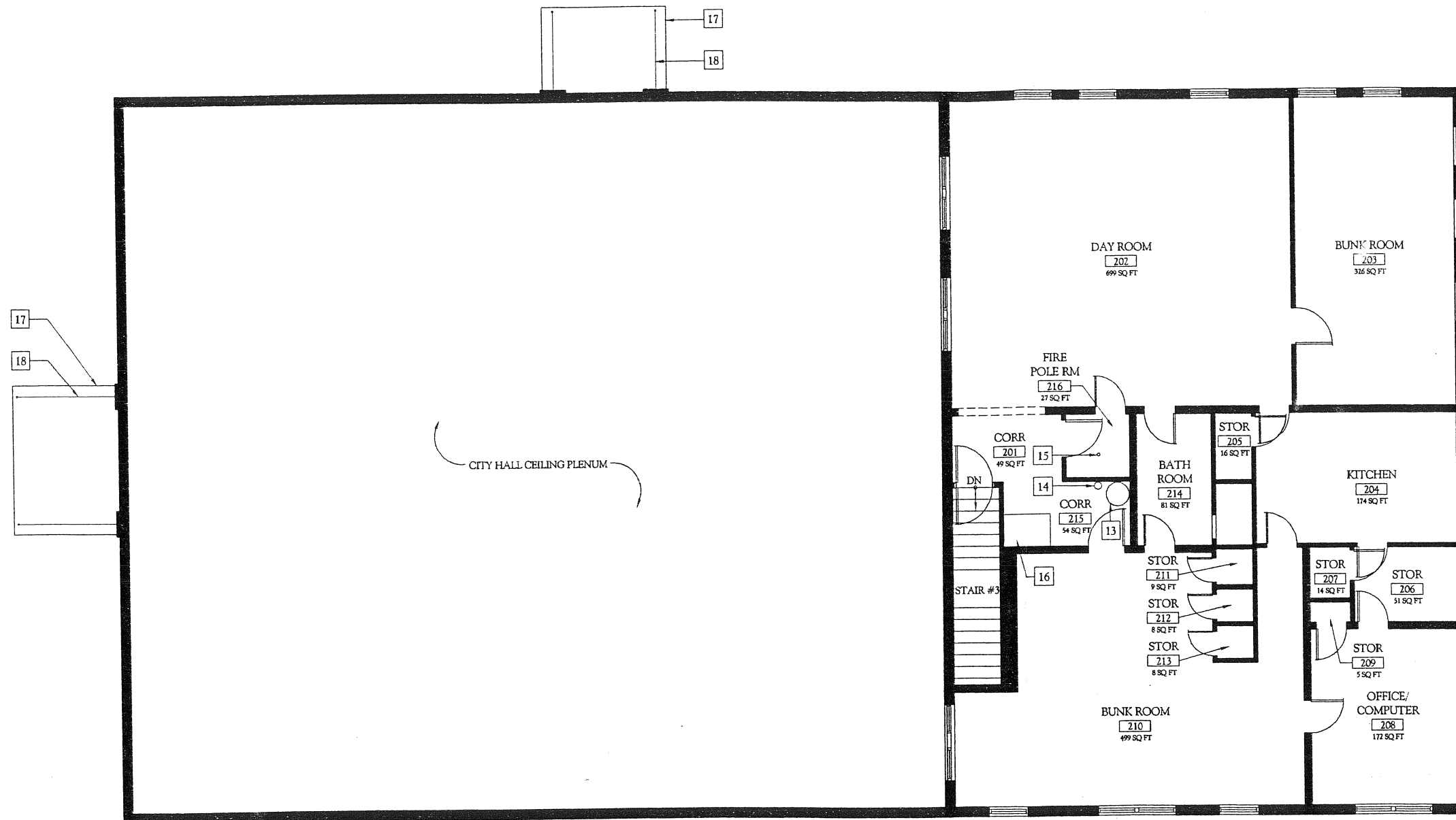
NOTE:
GREY WALLS AND ELEMENTS ARE NON-ORIGINAL AND NON-CONTRIBUTING



KOMATSU
ARCHITECTURE

OLD TAYLOR CITY HALL TAYLOR, TEXAS PRESERVATION MAINTENANCE MASTER PLAN

FIRST FLOOR PLAN - EXISTING



NOTES BY SYMBOL "0"

1. FIRE POLE
2. 6-1/2" O.D. STEEL COLUMN
3. STEEL STRUCTURAL BEAM
4. ROLLED HOSE RACK
5. DASHED LINE INDICATES SHELVES BETWEEN COLUMNS FOR EQUIPMENT STORAGE
6. SODA MACHINE
7. ELECTRIC SERVICE
8. COURT TABLE @ RAISED PLATFORM
9. WOOD RAILING WITH GATE
10. RECEPTION DESK
11. RAMP
12. DASHED LINE INDICATES AWNING ABOVE
13. HOT WATER HEATER
14. FIRE EXTINGUISHER
15. FIRE POLE
16. BUILT IN CABINET
17. AWNING BELOW
18. STEEL SUPPORT RODS
19. SHOWER

SECOND FLOOR
2529 SQ. FT. - GROSS SQUARE FOOTAGE

NOTE:
GREY WALLS AND ELEMENTS ARE NON-ORIGINAL AND NON-CONTRIBUTING



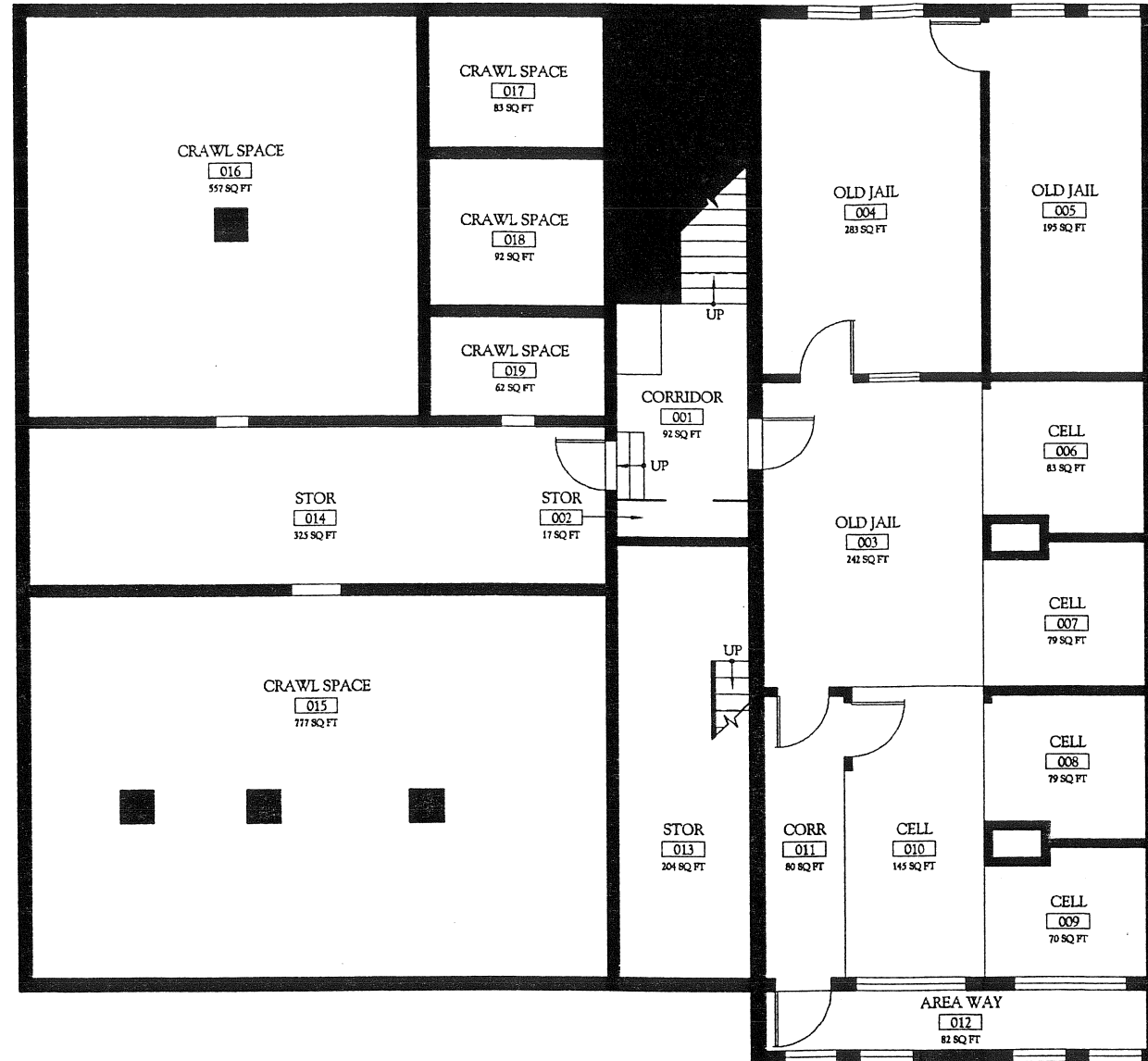
GRAPHIC SCALE: 3/32" = 1'-0"



KOMATSU
ARCHITECTURE

OLD TAYLOR CITY HALL TAYLOR, TEXAS PRESERVATION MAINTENANCE MASTER PLAN

SECOND FLOOR PLAN - EXISTING



GENERAL NOTES

1. ALL JAIL FLOORS ARE FLAT CONCRETE SLABS.
2. WALLS CONSTRUCTED OF CAST-IN-PLACE CONCRETE AND/OR CONCRETE GRADE BEAMS SUPPORTING LOAD BEARING MASONRY.
3. COLUMNS ARE CAST-IN-PLACE CONCRETE.
4. FIRST FLOOR ABOVE IS CONSTRUCTED OF WOOD FRAMING.
5. THE MAJORITY OF EXISTING DOORS ARE ORIGINAL WOOD PANEL ASSEMBLIES.
6. CELLS CONSTRUCTED OF STEEL JAIL BARS/DOORS.

BASEMENT

4145 SQ. FT. - GROSS SQUARE FOOTAGE



2' 0 2' 4' 8' 16'
GRAPHIC SCALE: 3/32" = 1'-0"



KOMATSU
ARCHITECTURE

OLD TAYLOR CITY HALL

TAYLOR, TEXAS
PRESERVATION MAINTENANCE MASTER PLAN

BASEMENT FLOOR PLAN - EXISTING

*Asbestos Survey
1935 City Hall*



February 3, 2006

Mr. Jim Dunaway
City of Taylor
1424 North Main Street
Taylor, Texas 76574

Subject: Report of Limited Asbestos Survey
Former Taylor City Hall and Fire Station
401 North Main Street
Taylor, Texas
Kleinfelder Project 65354-001

Dear Mr. Dunaway:

Kleinfelder has completed a limited asbestos survey of the former Taylor City Hall and Fire Station Building. This building is located at 400 North Main Street in Taylor, Texas. We were authorized to perform these services by your acceptance of our proposal AUS6P019 dated January 20, 2006. The building was reportedly constructed in the mid 1930s, and includes a single-story portion that previously housed the City Hall, a two-story section that is used by the fire department and a basement area beneath the entire building. The fire station includes high-bay space for fire trucks and emergency vehicles, and a dormitory area upstairs. The basement includes a crawl space and some jail cells. The City of Taylor plans renovations in the future. Texas Department of State Health Services (TDSHS) regulations require that materials that will be disturbed by demolition or renovation activities must be tested for asbestos content.

Mr. Geoff Dupree, TDSHS Individual Asbestos Consultant 105606, performed the limited survey of suspect building materials on January 26, 2006. This survey was performed in compliance with the Texas Asbestos Health Protection Rules, which require that a TDSHS-licensed inspector or management planner perform an asbestos survey prior to the commencement of renovation or demolition activities that could disturb asbestos-containing materials.

We obtained at least three bulk samples of each suspect material observed during our survey, for a total of 72 samples. The samples were collected from a variety of materials including wallboard, floor tiles, sheet floor coverings, waterproofing material, ceiling tiles, plaster and ceiling texture.

The material samples obtained during our survey were delivered to the laboratory of Omni Environmental, Inc. They were analyzed for the presence of asbestos-containing minerals utilizing Polarized Light Microscopy (PLM) coupled with Dispersion Staining as detailed in the United States Environmental Protection Agency's (EPA) "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116, July 1993). This laboratory is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) No. 102061 and licensed by the TDSHS,

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license No. 30-0087. Laboratory analysis indicates that 23 of the analyzed samples contained detectable quantities of asbestos (see table below). By TDSHS and EPA definition, a material containing more than one percent asbestos is considered an asbestos-containing material (ACM). Several of the ACM at the site are considered damaged or friable in their current conditions.

SAMPLE NUMBER	SAMPLE DESCRIPTION	LABORATORY RESULTS
01A	12-inch by 12-inch dark tan floor tile with brown specks and yellow mastic – City Hall First Floor	NAD
01B	12-inch by 12-inch dark tan floor tile with brown specks and yellow mastic – City Hall First Floor	NAD
01C	12-inch by 12-inch dark tan floor tile with brown specks and yellow mastic – City Hall First Floor	NAD
02A	9-inch by 9-inch green floor tile with black mastic – City Hall First Floor	5% Chrysotile (5% Chrysotile in floor tile; 2% Chrysotile in tar; NAD in mastic)
02B	9-inch by 9-inch green floor tile with black mastic – City Hall First Floor	5% Chrysotile (5% Chrysotile in floor tile; 2% Chrysotile in tar; NAD in mastic)
02C	9-inch by 9-inch green floor tile with black mastic – City Hall First Floor	5% Chrysotile (5% Chrysotile in floor tile; 2% Chrysotile in tar; NAD in mastic)
03A	9-inch by 9-inch tannish gold floor tile with clear yellow mastic – City Hall First Floor	2% Chrysotile
03B	9-inch by 9-inch tannish gold floor tile with clear yellow mastic – City Hall First Floor	2% Chrysotile
03C	9-inch by 9-inch tannish gold floor tile with clear yellow mastic – City Hall First Floor	2% Chrysotile
04A	9-inch by 9-inch peach-colored floor tile with black mastic – City Hall First Floor	2% Chrysotile (2% Chrysotile in floor tile; 10% Chrysotile in tar)
04B	9-inch by 9-inch peach-colored floor tile with black mastic – City Hall First Floor	2% Chrysotile (2% Chrysotile in floor tile; 5% Chrysotile in tar)
04C	9-inch by 9-inch peach-colored floor tile with black mastic – City Hall First Floor	NAD
05A	Popcorn Ceiling Texture – City Hall First Floor	NAD
05B	Popcorn Ceiling Texture – City Hall First Floor	NAD
05C	Popcorn Ceiling Texture – City Hall First Floor	NAD
06A	Plaster Walls – City Hall First Floor	NAD
06B	Plaster Walls – City Hall First Floor	NAD
06C	Plaster Walls – City Hall First Floor	NAD
07A	Gypsum Wallboard – City Hall First Floor	NAD
07B	Gypsum Wallboard – City Hall First Floor	NAD
07C	Gypsum Wallboard – City Hall First Floor	NAD

SAMPLE NUMBER	SAMPLE DESCRIPTION	LABORATORY RESULTS
08A	Gypsum Wallboard with Joint Compound – City Hall First Floor	2% Chrysotile detected in layer beneath paint; 2% Chrysotile detected in texture
08B	Gypsum Wallboard with Joint Compound – City Hall First Floor	2% Chrysotile
08C	Gypsum Wallboard with Joint Compound – City Hall First Floor	2% Chrysotile
09A	Two-foot by four-foot ceiling tile with random holes – City Hall First Floor	NAD
09B	Two-foot by four-foot ceiling tile with random holes – City Hall First Floor	NAD
09C	Two-foot by four-foot ceiling tile with random holes – City Hall First Floor	NAD
10A	Ceiling Tile Panels – City Hall First Floor	NAD
10B	Ceiling Tile Panels – City Hall First Floor	NAD
10C	Ceiling Tile Panels – City Hall First Floor	NAD
11A	Black waterproofing materials - City Hall Crawl Space	NAD
11B	Black waterproofing materials - City Hall Crawl Space	NAD
11C	Black waterproofing materials - City Hall Crawl Space	NAD
12A	12-inch by 12-inch white floor tile with yellow mastic - Fire Station First and Second Floors	NAD
12B	12-inch by 12-inch white floor tile with yellow mastic - Fire Station First and Second Floors	NAD
12C	12-inch by 12-inch white floor tile with yellow mastic - Fire Station First and Second Floors	NAD
13A	Sheet vinyl floor covering, red-brick pattern – Fire Station Second Floor	10% Chrysotile
13B	Sheet vinyl floor covering, red-brick pattern – Fire Station Second Floor	10% Chrysotile
13C	Sheet vinyl floor covering, red-brick pattern – Fire Station Second Floor	10% Chrysotile
14A	12-inch by 12-inch tan floor tile with brown and white specks and clear yellow mastic – Fire Station Second Floor	NAD
14B	12-inch by 12-inch tan floor tile with brown and white specks and clear yellow mastic – Fire Station Second Floor	NAD
14C	12-inch by 12-inch tan floor tile with brown and white specks and clear yellow mastic – Fire Station Second Floor	NAD
15A	12-inch by 12-inch gray and white floor tile with clear yellow mastic – Fire Station Second Floor	NAD
15B	12-inch by 12-inch gray and white floor tile with clear yellow mastic – Fire Station Second Floor	NAD
15C	12-inch by 12-inch gray and white floor tile with clear yellow mastic – Fire Station Second Floor	NAD

SAMPLE NUMBER	SAMPLE DESCRIPTION	LABORATORY RESULTS
16A	12-inch by 12-inch off-white floor tile with clear yellow mastic - Fire Station Second Floor	NAD
16B	12-inch by 12-inch off-white floor tile with clear yellow mastic - Fire Station Second Floor	NAD
16C	12-inch by 12-inch off-white floor tile with clear yellow mastic - Fire Station Second Floor	NAD
17A	Plaster Walls - Fire Station Second Floor	NAD
17B	Plaster Walls - Fire Station Second Floor	NAD
17C	Plaster Walls - Fire Station Second Floor	NAD
18A	Ceiling Insulation - Fire Station Second Floor	NAD
18B	Ceiling Insulation - Fire Station Second Floor	NAD
18C	Ceiling Insulation - Fire Station Second Floor	NAD
19A	Black Sink Undercoating - Fire Station Second Floor	2% Chrysotile
19B	Black Sink Undercoating - Fire Station Second Floor	2% Chrysotile
19C	Black Sink Undercoating - Fire Station Second Floor	2% Chrysotile
20A	Sheet-vinyl floor covering, diamond/floral pattern - Fire Station Second Floor	30% Chrysotile
20B	Sheet-vinyl floor covering, diamond/floral pattern - Fire Station Second Floor	30% Chrysotile
20C	Sheet-vinyl floor covering, diamond/floral pattern - Fire Station Second Floor	30% Chrysotile
21A	Sheet-vinyl floor covering, retro-triangle pattern - Fire Station Second Floor	NAD
21B	Sheet-vinyl floor covering, retro-triangle pattern - Fire Station Second Floor	NAD
21C	Sheet-vinyl floor covering, retro-triangle pattern - Fire Station Second Floor	NAD
22A	Two-foot by four-foot rough-textured ceiling tile - Fire Station Second Floor	NAD
22B	Two-foot by four-foot rough-textured ceiling tile - Fire Station Second Floor	NAD
22C	Two-foot by four-foot rough-textured ceiling tile - Fire Station Second Floor	NAD
23A	Two-foot by four-foot smooth-textured ceiling tile - Fire Station Second Floor	NAD
23B	Two-foot by four-foot smooth-textured ceiling tile - Fire Station Second Floor	NAD
23C	Two-foot by four-foot smooth-textured ceiling tile - Fire Station Second Floor	NAD
24A	White window glazing - City Hall Exterior	2% Chrysotile
24B	White window glazing - City Hall Exterior	2% Chrysotile
24C	White window glazing - City Hall Exterior	2% Chrysotile

Note: NAD = No Asbestos Detected

Current regulations require the removal of ACM from a property if the ACM is to be disturbed during renovation or demolition. If ACM to be disturbed by pending renovation activities is friable (when dry can be crumbled, pulverized, or reduced to powder by hand pressure) or is non-friable

65354/AUS6R017

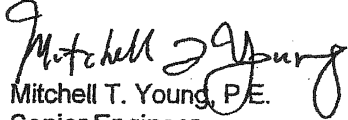
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Mr. Jim Dunaway
February 3, 2006
Page 5

but exceeds 160 square feet of surface area, 260 linear feet of pipe length, or 35 cubic feet of material, the asbestos abatement project must be designed by a licensed asbestos consultant. Only trained personnel under properly controlled conditions should handle identified ACM. We would be pleased to quantify the asbestos hazard and coordinate response action procedures at your request.

We appreciate the opportunity to serve as your facilities consultant. Please contact us if you have any questions or if we may be of further service to you.

Sincerely,
KLEINFELDER



Mitchell T. Young, P.E.
Senior Engineer

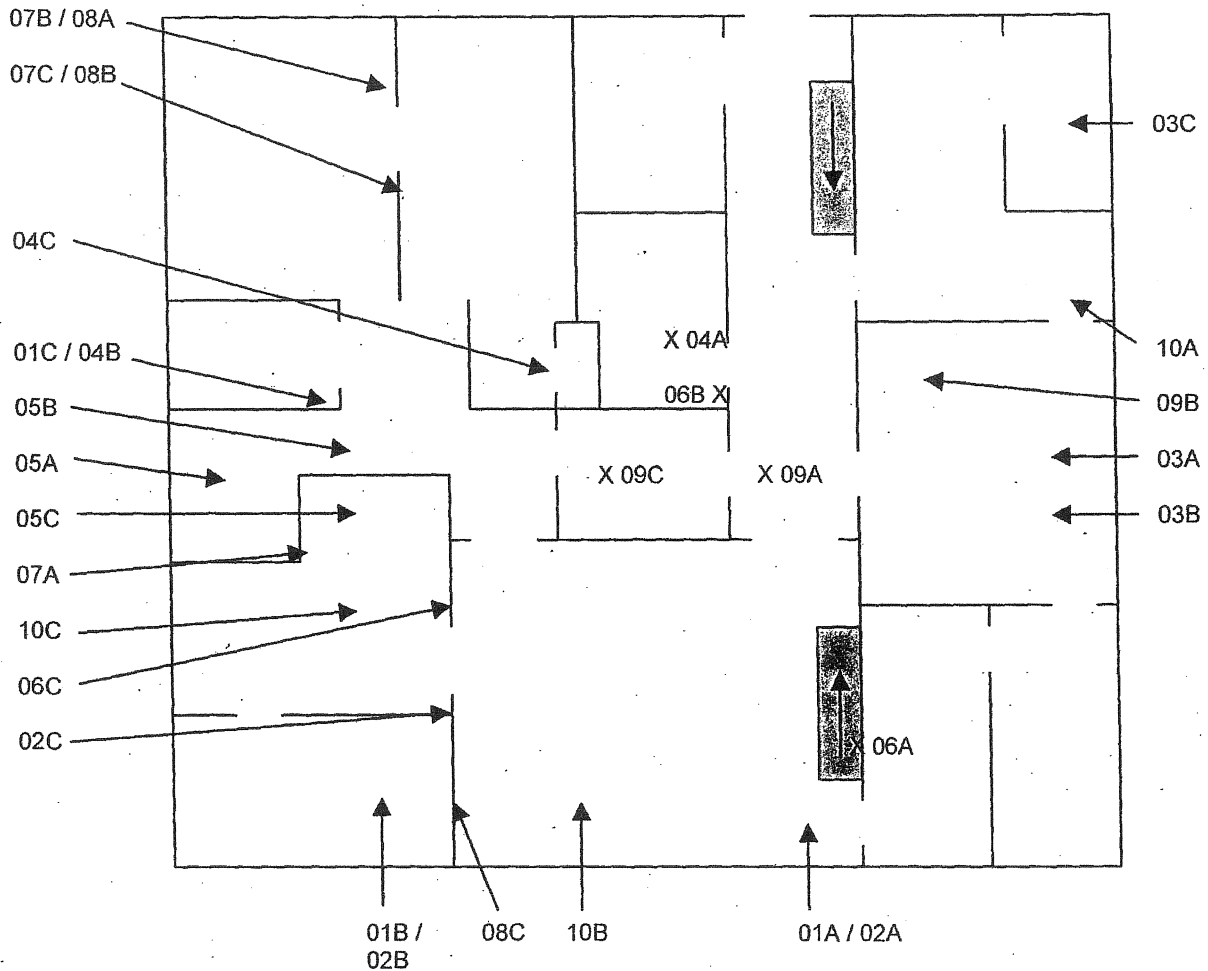
TDH Individual Asbestos Management Planner 205593

Attachments:

Sample Location Diagrams
Summary of Laboratory Analyses

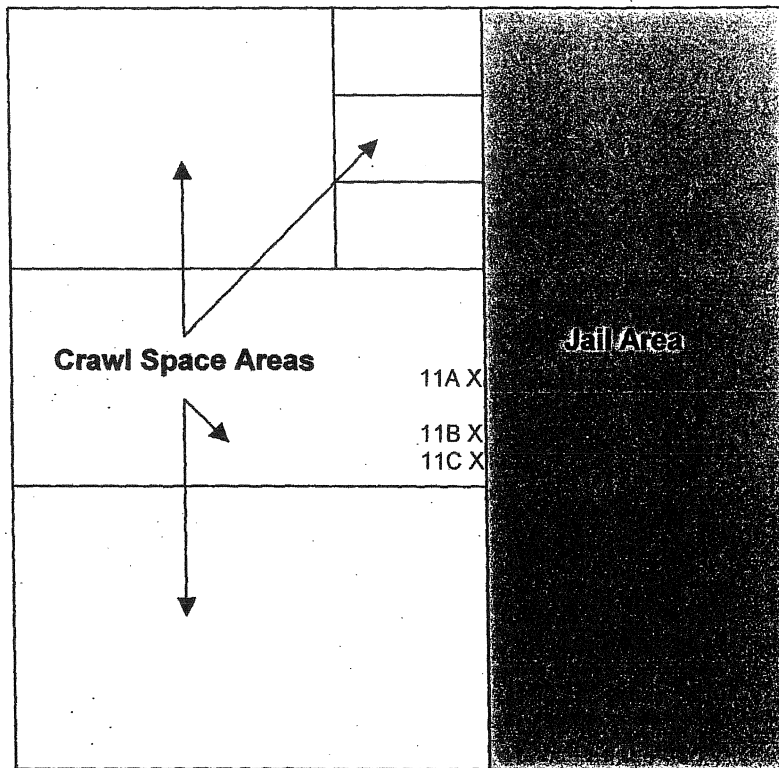
ATTACHMENTS

CITY HALL – 1st Floor

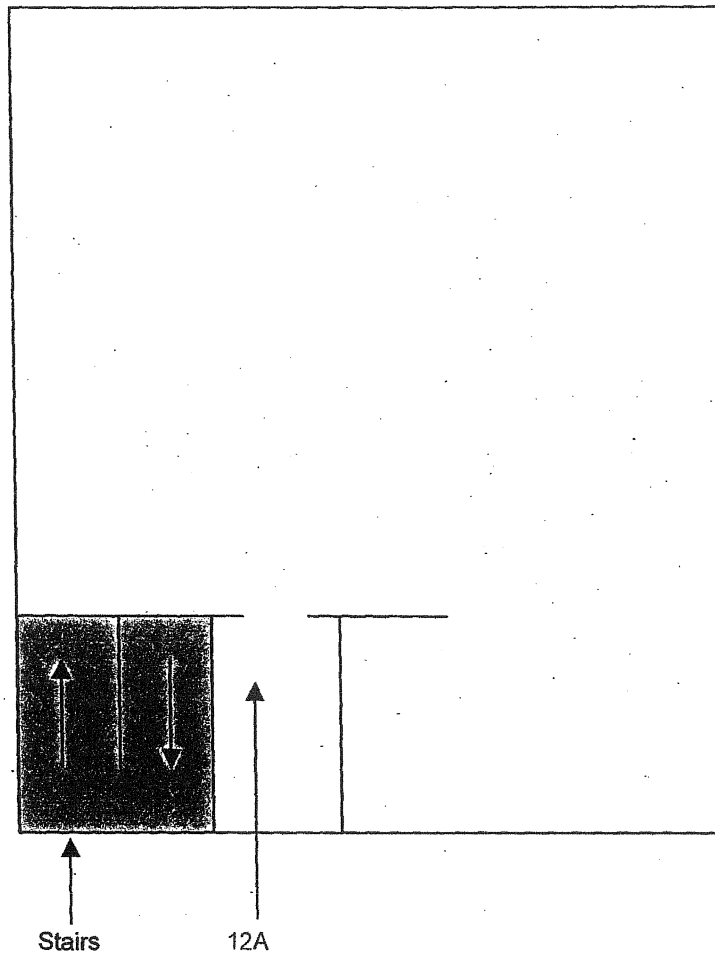


 = Stairs leading to basement

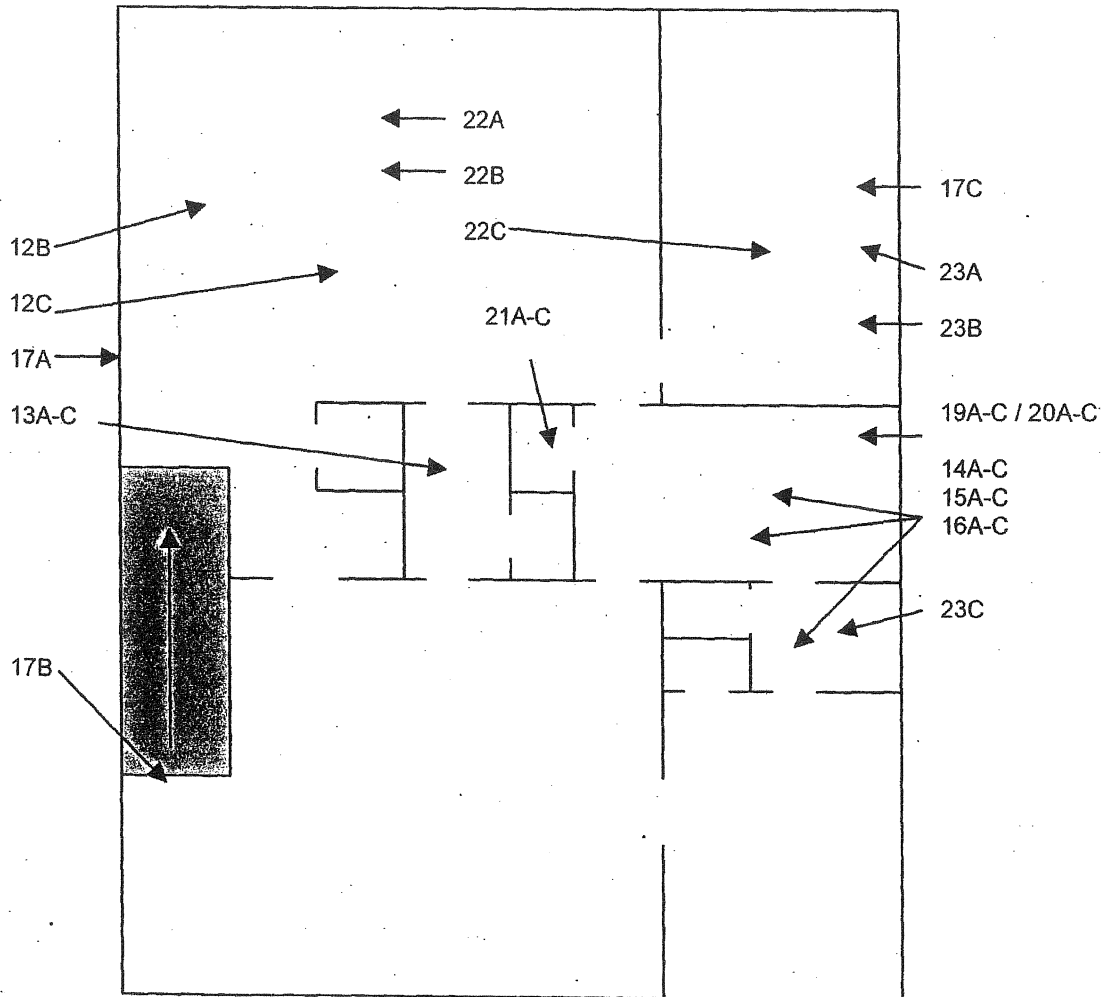
City Hall – Crawl Space



Fire Station – 1st Floor



Fire Station – 2nd Floor



SAMPLE SUMMARY REPORT

Omni Environmental, Inc.

2101 Donley Drive Suite B-100

Austin, TX 78758

(512) 258-9114

NVLAP # 102061

TDSHS Lab License 30-0087

Client **Kleinfelder**

Client Project Number: **Taylor City Hall**

Contact Name: **Mitch Young**

Lab Project #: **117685**

Client Sample Number	Lab Sample Number	Asbestos Type and %	Asbestos Content by Layer	
01A	345340	NAD		
01B	345341	NAD		
01C	345342	NAD		
02A	345343	Chry 5%	5% Chrysotile detected in Floor Tile NAD detected in Mastic	2% Chrysotile detected in Tar
02B	345344	Chry 5%	5% Chrysotile detected in Floor Tile NAD detected in Mastic	2% Chrysotile detected in Tar
02C	345345	Chry 5%	5% Chrysotile detected in Floor Tile NAD detected in Mastic	2% Chrysotile detected in Tar
03A	345346	Chry 2%		
03B	345347	Chry 2%		
03C	345348	Chry 2%		
04A	345349	Chry 2%	2% Chrysotile detected in Floor Tile	10% Chrysotile detected in Tar
04B	345350	Chry 2%	2% Chrysotile detected in Floor Tile	5% Chrysotile detected in Tar
04C	345351	NAD		
05A	345352	NAD		
05B	345353	NAD		
05C	345354	NAD		
06A	345355	NAD		
06B	345356	NAD		
06C	345357	NAD		
07A	345358	NAD		
07B	345359	NAD		
07C	345360	NAD		
08A	345361	Chry 2%	2% Chrysotile detected in layer beneath Paint in Texturizer	2% Chrysotile detected
08B	345362	Chry 2%		
08C	345363	Chry 2%		
09A	345364	NAD		
09B	345365	NAD		
09C	345366	NAD		

This report is only a summary. For complete information on each sample see the Bulk Sample Analysis Report.

Note that NAD means that No Asbestos was Detected in the sample or layer.

SAMPLE SUMMARY REPORT

Omni Environmental, Inc.

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Austin, TX 78758

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NVLAP # 102061

TDSHS Lab License 30-0087

Client **Kleinfelder**

Client Project Number: **Taylor City Hall**

Contact Name: **Mitch Young**

Lab Project #: **117685**

Client Sample Number	Lab Sample Number	Asbestos Type and %	Asbestos Content by Layer
10A	345367	NAD	
10B	345368	NAD	
10C	345369	NAD	
11A	345370	NAD	
11B	345371	NAD	
11C	345372	NAD	
12A	345373	NAD	
12B	345374	NAD	
12C	345375	NAD	
13A	345376	Chry 10%	
13B	345377	Chry 10%	
13C	345378	Chry 10%	
14A	345379	NAD	
14B	345380	NAD	
14C	345381	NAD	
15A	345382	NAD	
15B	345383	NAD	
15C	345384	NAD	
16A	345385	NAD	
16B	345386	NAD	
16C	345387	NAD	
17A	345388	NAD	
17B	345389	NAD	
17C	345390	NAD	
18A	345391	NAD	
18B	345392	NAD	
18C	345393	NAD	
19A	345394	Chry 2%	
19B	345395	Chry 2%	
19C	345396	Chry 2%	
20A	345397	Chry 30%	
20B	345398	Chry 30%	

This report is only a summary. For complete information on each sample see the Bulk Sample Analysis Report.
Note that NAD means that No Asbestos was Detected in the sample or layer.

SAMPLE SUMMARY REPORT

Omni Environmental, Inc.

2101 Donley Drive Suite B-100

Austin, TX 78758

(512) 258-9114

NVLAP # 102061

TDSHS Lab License 30-0087

Client **Kleinfelder**

Client Project Number: **Taylor City Hall**

Contact Name: **Mitch Young**

Lab Project #: **117685**

Client Sample Number	Lab Sample Number	Asbestos Type and %	Asbestos Content by Layer
20C	345399	Chry 30%	
21A	345400	NAD	
21B	345401	NAD	
21C	345402	NAD	
22A	345403	NAD	
22B	345404	NAD	
22C	345405	NAD	
23A	345406	NAD	
23B	345407	NAD	
23C	345408	NAD	
24A	345409	Chry 2%	
24B	345410	Chry 2%	
24C	345411	Chry 2%	

This report is only a summary. For complete information on each sample see the Bulk Sample Analysis Report.
Note that NAD means that No Asbestos was Detected in the sample or layer.

BULK SAMPLE ANALYSIS REPORT

Omni Environmental, Inc.

2101 Donley Drive Suite B-100

Austin, TX 78758

(512) 258-9114

NVLAP # 102061

TDSHS Lab License 30-0087

February 1, 2006

Mitch Young

Kleinfelder

3601 Manor Road

Austin, TX 78723

Dear Mr Young:

Please find enclosed the bulk sample analytical results for the following

Client Project #: Taylor City Hall

Lab Project #: 117685

Date Received: 1/27/2006

Received By: Joseph Mink

Delivery Agency: Hand Delivered

Name/Tracking #: NA

Date Logged: 1/30/2006

Logged in by: Joseph Mink

Analysis Completed: 2/1/2006

Samples in Project: 72

The following procedures were used in sample analysis unless otherwise

ANALYTICAL METHOD: EPA Method for the Determination of Asbestos in Bulk Building Materials (EPA 600/R-93/116) or EPA Interim

Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020), as applicable.

Percentages are visual estimates based on sample volume. Limit of Detection: <1%. Limit of Quantification: 1%.

Negative results of resinously bound materials such as roofing material or floor tile may be inconclusive. NAD means No Asbestos was Detected in the sample or layer. The term texturizer (where applicable) may include wall texturizing, tape and bed, and/or joint compound. This report relates only to the item tested. It may not be used to claim product endorsement by NVLAP or any agency of the federal government. This report may not be reproduced, except in full, without the expressed written consent of laboratory management. Subsamples of layers or other inhomogeneities were analyzed separately and their results combined in proportion to the quantity of each layer to obtain quantitative results for the sample as a whole. All samples are stored for 1 month from the original analysis date before being disposed of.

Please call us if you have any questions regarding this

Thank you for your

Sincerely,

Steve Griffin, Lab Manager

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 01A
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345340

Color: Tan
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 68 %
Mastic 2 %
Aggregate 30 %

Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 01B
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345341

Color: Tan
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 68 %
Mastic 2 %
Aggregate 30 %

Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 01C
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345342

Color: Tan
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 68 %
Mastic 2 %
Aggregate 30 %

Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 03A
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345346

Color: Tan
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006
QC'd By: Steve Griffin

ASBESTOS COMPONENTS

Chrysotile 2 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: 2 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 68 %
Aggregate 30 %

Non-Fibrous Total: 98 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 03B
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345347

Color: Tan
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile 2 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: 2 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 68 %
Aggregate 30 %

Non-Fibrous Total: 98 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 03C
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345348

Color: Tan
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile 2 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: 2 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 68 %
Aggregate 30 %

Non-Fibrous Total: 98 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 04A
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345349

Color: Tan
Characterization: Heterogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile 2 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: 2 %

FIBROUS COMPONENTS

Wollastonite 5 %

Fibrous Total: 5 %

NON-FIBROUS COMPONENTS

Filler/Binder 61 %
Tar 2 %
Aggregate 30 %

Non-Fibrous Total: 93 %

SAMPLE LAYER DETAILS

Layer 1: 2% Chrysotile detected in Floor Tile.

Layer 2: 10% Chrysotile detected in Tar.

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 04B
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345350

Color: Tan
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile 2 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: 2 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 66 %
Tar 2 %
Aggregate 30 %

Non-Fibrous Total: 98 %

SAMPLE LAYER DETAILS

Layer 1: 2% Chrysotile detected in Floor Tile.

Layer 2: 5% Chrysotile detected in Tar.

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 04C
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345351

Color: Tan
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: NAD

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 68 %
Tar 2 %
Aggregate 30 %

Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 05A
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345352

Color: White
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Synthetic Fibers

<1 %

Fibrous Total:

<1 %

NON-FIBROUS COMPONENTS

Filler/Binder 98 %
Styrofoam 2 %

Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 05B
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345353

Color: White
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Synthetic Fibers

<1 %

Fibrous Total:

<1 %

NON-FIBROUS COMPONENTS

Filler/Binder 98 %
Styrofoam 2 %

Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 05C
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345354

Color: White
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Synthetic Fibers

<1 %

Fibrous Total:

<1 %

NON-FIBROUS COMPONENTS

Filler/Binder 98 %
Styrofoam 2 %

Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 06A
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345355

Color: Tan
Characterization: Heterogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite

Asbestos Total: NAD

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 60 %
Paint 10 %
Aggregate 30 %

Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 06B
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345356

Color: Tan
Characterization: Heterogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite

Asbestos Total: NAD

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 60 %
Paint 10 %
Aggregate 30 %

Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 06C
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345357

Color: Tan
Characterization: Heterogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite

Asbestos Total: NAD

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 60 %
Paint 10 %
Aggregate 30 %

Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 07A
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345358

Color: White
Characterization: Homogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Cellulose

30 %

Fibrous Total:

30 %

NON-FIBROUS COMPONENTS

Filler/Binder 70 %
Paint <1 %

Non-Fibrous Total:

70 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 07B
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345359

Color: White
Characterization: Heterogeneous, Fibrous
Date Analyzed: 2/1/2006
QC'd By: Steve Griffin

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Cellulose

30 %

Fibrous Total:

30 %

NON-FIBROUS COMPONENTS

Filler/Binder 60 %
Paint 10 %

Non-Fibrous Total:

70 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 07C
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345360

Color: White
Characterization: Heterogeneous, Fibrous
Date Analyzed: 2/1/2006
QC'd By: Steve Griffin

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Cellulose

30 %

Fibrous Total:

30 %

NON-FIBROUS COMPONENTS

Filler/Binder 60 %
Paint 10 %

Non-Fibrous Total:

70 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 08A
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345361

Color: White
Characterization: Heterogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile 2 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: 2 %

FIBROUS COMPONENTS

Cellulose 30 %

Fibrous Total: 30 %

NON-FIBROUS COMPONENTS

Filler/Binder 58 %
Paint 10 %

Non-Fibrous Total: 68 %

SAMPLE LAYER DETAILS

Layer 1: 2% Chrysotile detected in layer beneath Paint.

Layer 2: 2% Chrysotile detected in Texturizer.

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 08B
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345362

Color: White
Characterization: Heterogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile 2 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: 2 %

FIBROUS COMPONENTS

Cellulose 10 %

Fibrous Total: 10 %

NON-FIBROUS COMPONENTS

Filler/Binder 78 %
Paint 10 %

Non-Fibrous Total: 88 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 08C
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345363

Color: White
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile 2 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: 2 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 88 %
Paint 10 %

Non-Fibrous Total: 98 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 09A
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345364

Color: Brown
Characterization: Heterogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Cellulose

88 %

Fibrous Total:

88 %

NON-FIBROUS COMPONENTS

Filler/Binder 2 %
Paint 10 %

Non-Fibrous Total:

12 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 09B
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345365

Color: Brown
Characterization: Homogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Cellulose

98 %

Fibrous Total:

98 %

NON-FIBROUS COMPONENTS

Filler/Binder 2 %

Non-Fibrous Total:

2 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 09C
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345366

Color: Brown
Characterization: Heterogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Cellulose

88 %

Fibrous Total:

88 %

NON-FIBROUS COMPONENTS

Filler/Binder 2 %
Paint 10 %

Non-Fibrous Total:

12 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 10A
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345367

Color: Brown
Characterization: Heterogeneous, Fibrous
Date Analyzed: 2/1/2006
QC'd By: Steve Griffin

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile		Cellulose	88 %	Filler/Binder	2 %
Amosite				Paint	10 %
Crocidolite					
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	NAD	Fibrous Total:	88 %	Non-Fibrous Total:	12 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 10B
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345368

Color: Brown
Characterization: Homogeneous, Fibrous
Date Analyzed: 2/1/2006

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile		Cellulose	98 %	Filler/Binder	2 %
Amosite					
Crocidolite					
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	NAD	Fibrous Total:	98 %	Non-Fibrous Total:	2 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 10C
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345369

Color: Brown
Characterization: Homogeneous, Fibrous
Date Analyzed: 2/1/2006

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile		Cellulose	98 %	Filler/Binder	2 %
Amosite					
Crocidolite					
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	NAD	Fibrous Total:	98 %	Non-Fibrous Total:	2 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685 Lab Sample #: 345370 Color: Brown
Client Project #: Taylor City Hall Characterization: Homogeneous, Non-Fibrous
Client Sample 11A Date Analyzed: 2/1/2006
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 90 %
Amosite		Tar 10 %
Crocidolite		
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 117685 Lab Sample #: 345371 Color: Brown
Client Project #: Taylor City Hall Characterization: Homogeneous, Non-Fibrous
Client Sample 11B Date Analyzed: 2/1/2006
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 88 %
Amosite		Tar 10 %
Crocidolite		Aggregate 2 %
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 117685 Lab Sample #: 345372 Color: Tan
Client Project #: Taylor City Hall Characterization: Heterogeneous, Non-Fibrous
Client Sample 11C Date Analyzed: 2/1/2006
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 60 %
Amosite		Paint 10 %
Crocidolite		Aggregate 30 %
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 12A
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345373

Color: White
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite

Asbestos Total: NAD

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 68 %
Mastic 2 %
Aggregate 30 %

Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 12B
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345374

Color: White
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite

Asbestos Total: NAD

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 68 %
Mastic 2 %
Aggregate 30 %

Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 12C
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345375

Color: White
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite

Asbestos Total: NAD

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 68 %
Mastic 2 %
Aggregate 30 %

Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 13A
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345376

Color: Brown
Characterization: Heterogeneous, Fibrous
Date Analyzed: 2/1/2006
QC'd By: Steve Griffin

ASBESTOS COMPONENTS

Chrysotile 10 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: 10 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 60 %
Vinyl 30 %

Non-Fibrous Total: 90 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 13B
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345377

Color: Brown
Characterization: Heterogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile 10 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: 10 %

FIBROUS COMPONENTS

Cellulose 2 %

Fibrous Total: 2 %

NON-FIBROUS COMPONENTS

Filler/Binder 58 %
Vinyl 30 %

Non-Fibrous Total: 88 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 13C
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345378

Color: Brown
Characterization: Heterogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile 10 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: 10 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 58 %
Vinyl 30 %
Mastic 2 %

Non-Fibrous Total: 90 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 14A
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345379

Color: White
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 70 %
Mastic <1 %
Aggregate 30 %

Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 14B
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345380

Color: White
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 70 %
Mastic <1 %
Aggregate 30 %

Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 14C
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345381

Color: White
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 70 %
Mastic <1 %
Aggregate 30 %

Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 15A
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345382

Color: White
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 70 %
Mastic <1 %
Aggregate 30 %

Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 15B
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345383

Color: White
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 70 %
Mastic <1 %
Aggregate 30 %

Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 15C
Analyst: Monika Enriquez
Comments:

Lab Sample #: 345384

Color: White
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 70 %
Mastic <1 %
Aggregate 30 %

Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 16A
Analyst: Steve Griffin
Comments:

Lab Sample #: 345385

Color: Gray
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Cellulose

<1 %

Fibrous Total:

<1 %

NON-FIBROUS COMPONENTS

Filler/Binder 65 %
Mastic <1 %
Aggregate 35 %

Non-Fibrous Total:

100 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 16B
Analyst: Steve Griffin
Comments:

Lab Sample #: 345386

Color: Gray
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Cellulose

<1 %

Fibrous Total:

<1 %

NON-FIBROUS COMPONENTS

Filler/Binder 65 %
Mastic <1 %
Aggregate 35 %

Non-Fibrous Total:

100 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 16C
Analyst: Steve Griffin
Comments:

Lab Sample #: 345387

Color: Gray
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Cellulose

<1 %

Fibrous Total:

<1 %

NON-FIBROUS COMPONENTS

Filler/Binder 65 %
Mastic <1 %
Aggregate 35 %

Non-Fibrous Total:

100 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685 Lab Sample #: 345388 Color: Tan
Client Project #: Taylor City Hall Characterization: Heterogeneous, Non-Fibrous
Client Sample 17A Date Analyzed: 2/1/2006
Analyst: Steve Griffin
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 50 %
Amosite		Paint 10 %
Crocidolite		Aggregate 40 %
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 117685 Lab Sample #: 345389 Color: Tan
Client Project #: Taylor City Hall Characterization: Heterogeneous, Non-Fibrous
Client Sample 17B Date Analyzed: 2/1/2006
Analyst: Steve Griffin
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 50 %
Amosite		Paint 10 %
Crocidolite		Aggregate 40 %
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 117685 Lab Sample #: 345390 Color: Tan
Client Project #: Taylor City Hall Characterization: Heterogeneous, Non-Fibrous
Client Sample 17C Date Analyzed: 2/1/2006
Analyst: Steve Griffin
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 50 %
Amosite		Paint 10 %
Crocidolite		Aggregate 40 %
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 18A
Analyst: Steve Griffin
Comments:

Lab Sample #: 345391

Color: Brown
Characterization: Homogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Cellulose

98 %

NON-FIBROUS COMPONENTS

Filler/Binder

2 %

Fibrous Total:

98 %

Non-Fibrous Total:

2 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 18B
Analyst: Steve Griffin
Comments:

Lab Sample #: 345392

Color: Brown
Characterization: Homogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Cellulose

98 %

NON-FIBROUS COMPONENTS

Filler/Binder

2 %

Fibrous Total:

98 %

Non-Fibrous Total:

2 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 18C
Analyst: Steve Griffin
Comments:

Lab Sample #: 345393

Color: Brown
Characterization: Homogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Cellulose

98 %

NON-FIBROUS COMPONENTS

Filler/Binder

2 %

Fibrous Total:

98 %

Non-Fibrous Total:

2 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685 Lab Sample #: 345394 Color: Black
Client Project #: Taylor City Hall Characterization: Homogeneous, Non-Fibrous
Client Sample 19A Date Analyzed: 2/1/2006
Analyst: Steve Griffin
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	2 %	Cellulose	<1 %	Filler/Binder	
Amosite				Tar	98 %
Crocidolite					
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	2 %	Fibrous Total:	<1 %	Non-Fibrous Total:	98 %

SAMPLE LAYER DETAILS

Lab Project #: 117685 Lab Sample #: 345395 Color: Black
Client Project #: Taylor City Hall Characterization: Homogeneous, Non-Fibrous
Client Sample 19B Date Analyzed: 2/1/2006
Analyst: Steve Griffin
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	2 %	Cellulose	<1 %	Filler/Binder	
Amosite				Tar	98 %
Crocidolite					
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	2 %	Fibrous Total:	<1 %	Non-Fibrous Total:	98 %

SAMPLE LAYER DETAILS

Lab Project #: 117685 Lab Sample #: 345396 Color: Black
Client Project #: Taylor City Hall Characterization: Homogeneous, Non-Fibrous
Client Sample 19C Date Analyzed: 2/1/2006
Analyst: Steve Griffin
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	2 %	Cellulose	<1 %	Filler/Binder	
Amosite				Tar	98 %
Crocidolite					
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	2 %	Fibrous Total:	<1 %	Non-Fibrous Total:	98 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 20A
Analyst: Steve Griffin
Comments:

Lab Sample #: 345397

Color: Tan
Characterization: Homogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile 30 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: 30 %

FIBROUS COMPONENTS

Cellulose 5 %

Fibrous Total: 5 %

NON-FIBROUS COMPONENTS

Filler/Binder 35 %
Vinyl 30 %
Mastic <1 %

Non-Fibrous Total: 65 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 20B
Analyst: Steve Griffin
Comments:

Lab Sample #: 345398

Color: Tan
Characterization: Homogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile 30 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: 30 %

FIBROUS COMPONENTS

Cellulose 5 %

Fibrous Total: 5 %

NON-FIBROUS COMPONENTS

Filler/Binder 35 %
Vinyl 30 %
Mastic <1 %

Non-Fibrous Total: 65 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 20C
Analyst: Steve Griffin
Comments:

Lab Sample #: 345399

Color: Tan
Characterization: Homogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile 30 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: 30 %

FIBROUS COMPONENTS

Cellulose 5 %

Fibrous Total: 5 %

NON-FIBROUS COMPONENTS

Filler/Binder 35 %
Vinyl 30 %
Mastic <1 %

Non-Fibrous Total: 65 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample: 21A
Analyst: Steve Griffin
Comments:

Lab Sample #: 345400

Color: Black
Characterization: Homogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite

Asbestos Total: NAD

FIBROUS COMPONENTS

Cellulose

45 %

Fibrous Total:

45 %

NON-FIBROUS COMPONENTS

Filler/Binder
Tar

10 %
45 %

Non-Fibrous Total:

55 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample: 21B
Analyst: Steve Griffin
Comments:

Lab Sample #: 345401

Color: Black
Characterization: Homogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite

Asbestos Total: NAD

FIBROUS COMPONENTS

Cellulose

45 %

Fibrous Total:

45 %

NON-FIBROUS COMPONENTS

Filler/Binder
Tar

10 %
45 %

Non-Fibrous Total:

55 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample: 21C
Analyst: Steve Griffin
Comments:

Lab Sample #: 345402

Color: Black
Characterization: Homogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite

Asbestos Total: NAD

FIBROUS COMPONENTS

Cellulose

45 %

Fibrous Total:

45 %

NON-FIBROUS COMPONENTS

Filler/Binder
Tar

10 %
45 %

Non-Fibrous Total:

55 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 22A
Analyst: Steve Griffin
Comments:

Lab Sample #: 345403

Color: Yellow
Characterization: Homogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Mineral Wool

85 %

NON-FIBROUS COMPONENTS

Filler/Binder

15 %

Fibrous Total:

85 %

Non-Fibrous Total:

15 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 22B
Analyst: Steve Griffin
Comments:

Lab Sample #: 345404

Color: Yellow
Characterization: Homogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Mineral Wool

85 %

NON-FIBROUS COMPONENTS

Filler/Binder

15 %

Fibrous Total:

85 %

Non-Fibrous Total:

15 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 22C
Analyst: Steve Griffin
Comments:

Lab Sample #: 345405

Color: Yellow
Characterization: Homogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Mineral Wool

85 %

NON-FIBROUS COMPONENTS

Filler/Binder

15 %

Fibrous Total:

85 %

Non-Fibrous Total:

15 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 23A
Analyst: Steve Griffin
Comments:

Lab Sample #: 345406

Color: Brown
Characterization: Homogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Cellulose

95 %

NON-FIBROUS COMPONENTS

Filler/Binder 5 %
Paint <1 %

Fibrous Total:

95 %

Non-Fibrous Total:

5 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 23B
Analyst: Steve Griffin
Comments:

Lab Sample #: 345407

Color: Brown
Characterization: Homogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Cellulose

95 %

NON-FIBROUS COMPONENTS

Filler/Binder 5 %
Paint <1 %

Fibrous Total:

95 %

Non-Fibrous Total:

5 %

SAMPLE LAYER DETAILS

Lab Project #: 117685
Client Project #: Taylor City Hall
Client Sample 23C
Analyst: Steve Griffin
Comments:

Lab Sample #: 345408

Color: Brown
Characterization: Homogeneous, Fibrous
Date Analyzed: 2/1/2006

ASBESTOS COMPONENTS

Chrysotile
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total:

NAD

FIBROUS COMPONENTS

Cellulose

95 %

NON-FIBROUS COMPONENTS

Filler/Binder 5 %
Paint <1 %

Fibrous Total:

95 %

Non-Fibrous Total:

5 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 117685

Lab Sample #: 345409

Color: Gray

Client Project #: Taylor City Hall

Characterization: Homogeneous, Non-Fibrous

Client Sample 24A

Date Analyzed: 2/1/2006

Analyst: Steve Griffin

Comments:

ASBESTOS COMPONENTS

Chrysotile 2 %

Amosite

Crocidolite

Tremolite

Actinolite

Anthophyllite

Asbestos Total: 2 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 98 %

Non-Fibrous Total: 98 %

SAMPLE LAYER DETAILS

Lab Project #: 117685

Lab Sample #: 345410

Color: Gray

Client Project #: Taylor City Hall

Characterization: Homogeneous, Non-Fibrous

Client Sample 24B

Date Analyzed: 2/1/2006

Analyst: Steve Griffin

Comments:

ASBESTOS COMPONENTS

Chrysotile 2 %

Amosite

Crocidolite

Tremolite

Actinolite

Anthophyllite

Asbestos Total: 2 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 98 %

Non-Fibrous Total: 98 %

SAMPLE LAYER DETAILS

Lab Project #: 117685

Lab Sample #: 345411

Color: Gray

Client Project #: Taylor City Hall

Characterization: Homogeneous, Non-Fibrous

Client Sample 24C

Date Analyzed: 2/1/2006

Analyst: Steve Griffin

Comments:

ASBESTOS COMPONENTS

Chrysotile 2 %

Amosite

Crocidolite

Tremolite

Actinolite

Anthophyllite

Asbestos Total: 2 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder 98 %

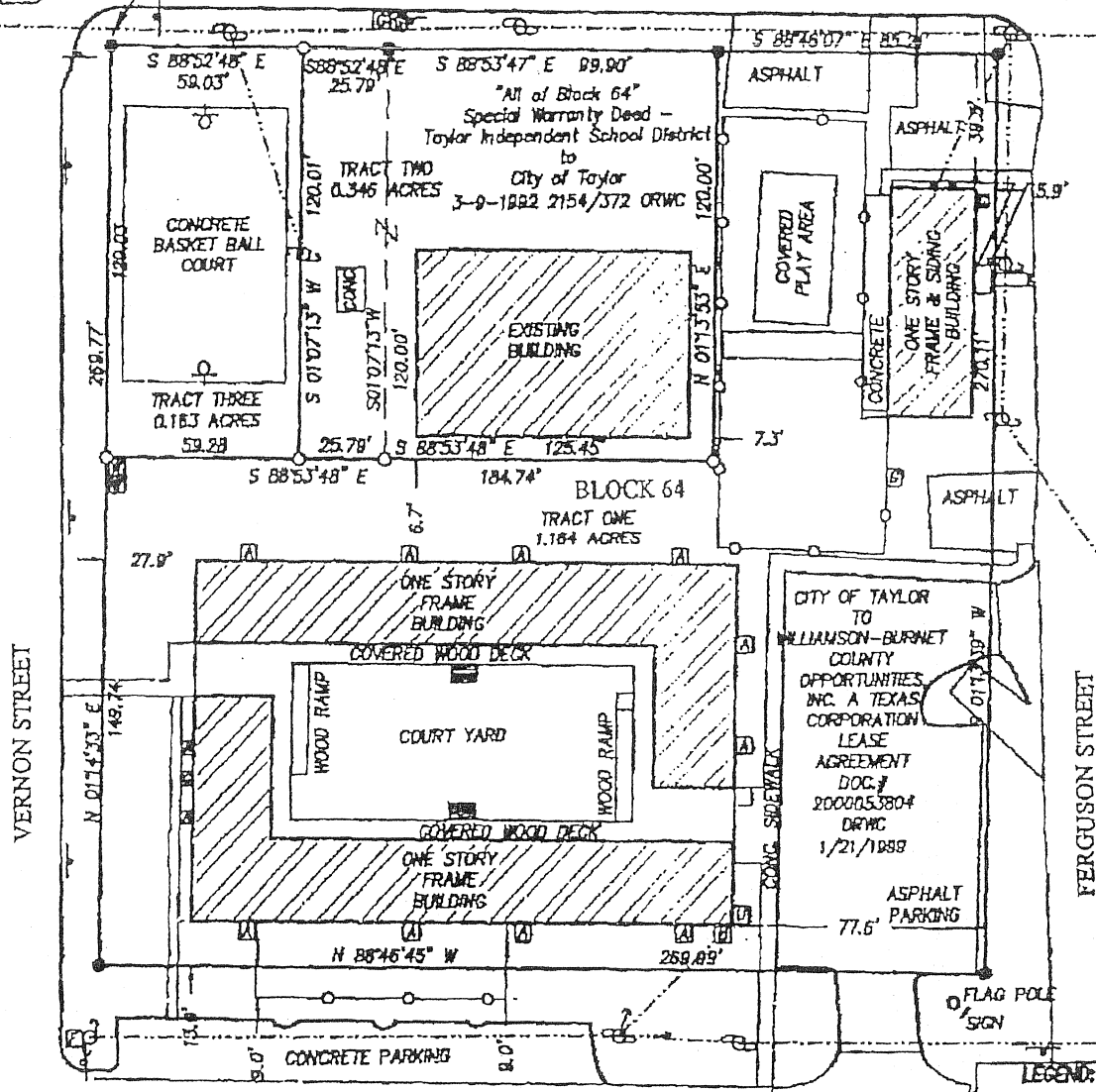
Non-Fibrous Total: 98 %

SAMPLE LAYER DETAILS

BTS

POB TR. 3
POC TR. 1 & TR. 2

FOURTH STREET



THIRD STREET

Bearings and coordinates reflected hereon are based upon City of Taylor H.A.R.N. (high accuracy reference network) and are based on Texas State Plane Coordinate System (Central Zone 4203).



LEGEND:

- IRON ROD FOUND
- IRON ROD SET
- ⊕ WATER METER
- ⊕ GAS METER
- ⊕ UTILITY
- ⊕ POWER POLE
- ⊕ FIRE HYDRANT
- ⊕ A/C UNIT
- ⊕ SIGN
- OVERHEAD ELECTRIC
- CHAIN LINK FENCE

THIS IS TO CERTIFY THAT, ON THIS DATE, A TRUE AND ACCURATE SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION OF PROPERTY LOCATED AT FERGUSON STREET & THIRD STREET IN WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS: BEING PORTIONS OF BLOCK 64, OF THE DOAKS ADDITION, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 56, PAGE 483 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

FLOOD NOTE:

THE PROPERTY DEPICTED HEREON IS / IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE FLOOD AREA BEING IDENTIFIED ON F. I. R. M. PANEL NO. 484.53 C02 B5E, EFFECTIVE 6-16-83 LOCATED IN ZONE "X".

NOTE: THIS TRACT IS SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHT TO CREATE ADDITIONAL PUBLIC UTILITY EASEMENTS, IF ANY, ACROSS SUBJECT PROPERTY AS SHOWN IN VOLUME 56, PAGE 483 DRWC.

NOTE: NO TITLE COMMITMENT SUPPLIED OR REVIEWED FOR THIS PROJECT. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.

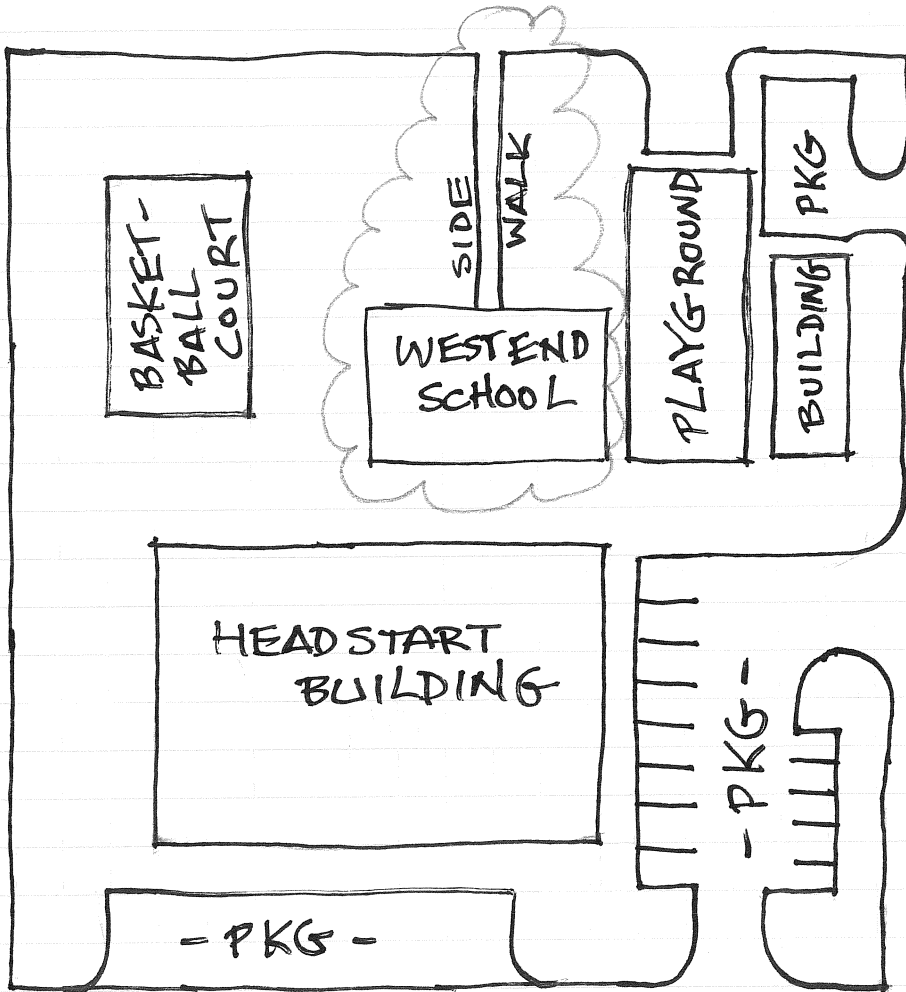
TO: CITY OF TAYLOR

RE: FERGUSON STREET & THIRD STREET, PROJ. NO. 05-845

SURVEYORS CERTIFICATE

VERNON STREET.

W 4TH



FERGUSON STREET

W. 3RD



**BUILDING MATERIALS SURVEY
For Assessment of
Asbestos-Containing Building Materials**

**FORMER WEST END SCHOOL
1301 WEST 4th STREET
TAYLOR, TEXAS 76574**

**Terracon Project Number: 96097256
August 3, 2009**

Prepared for:

**CITY OF TAYLOR
400 PORTER STREET
TAYLOR, TEXAS 76574**

Prepared by:

**Terracon Consultants, Inc.
Consulting Engineers & Scientists
Austin, Texas**



August 3, 2009



City of Taylor
400 Porter Street
Taylor, Texas 76574

Attention: Mr. John Elsdon, AICP

Telephone: (512) 365-3863
Fax: (512) 352-8483
E-mail: john.elsden@ci.taylor.tx.us

Re: Asbestos Survey
Former West End School
1301 West 4th Street
Taylor, Texas 76574
Terracon Project No. 96097256

Mr. Elsdon:

On July 22, 2009, Terracon Consultants, Inc. (Terracon) conducted an asbestos-containing building material (ACBM) survey of the Former West End School located at 1301 West 4th Street in Taylor, Texas. The survey was conducted and bulk material samples were obtained by Mr. Kenneth Williamson, an Environmental Protection Agency (EPA) accredited and Texas Department of State Health Services (TDSHS) licensed Asbestos Inspector, employed by Terracon. The survey was intended to identify and assess suspect materials, which might be disturbed during renovation/demolition operations associated with the building on the site. **Twenty-seven (27) samples of suspect building materials were obtained in this study.**

Suspect materials that are typically considered for sampling include surfacing materials, thermal insulation, and miscellaneous materials (i.e. floor tiles, ceiling tiles, mastics, etc.). The locations and types of suspect materials sampled were at the discretion of the licensed Asbestos Inspector. Materials not sampled include concrete materials, wooden and metal doors, ceramic tile, fibrous glass containing materials, fibrous glass insulation systems, electrical wiring insulation, and other hidden or inaccessible components (i.e., materials within walls, in crawl spaces, etc.).

ANALYSIS AND RESULTS

All samples of suspect asbestos-containing building materials collected during the survey were analyzed by Omni Environmental, Inc., a National Voluntary Laboratory Accreditation Program (NVLAP) accredited and TDSHS licensed laboratory utilizing Polarized Light Microscopy (PLM) protocol. Reports of laboratory analysis of all samples collected are included herein.



Terracon Consultants, Inc. 5307 Industrial Oaks Boulevard, Suite 160 Austin, Texas 78735 Registration No. F-3272
P [512] 442 1122 F [512] 442 1181 terracon.com

Geotechnical



Environmental



Construction Materials



Facilities

Six (6) of the homogeneous materials sampled and analyzed as part of this survey were found to contain asbestos.

- Chalkboard Panels - The black/green chalkboard panels utilized in all classrooms of the building were found to contain 60% Chrysotile asbestos. The asbestos-containing chalkboard panels identified were noted to be in fair to good condition and were assessed as being non-friable. It is estimated that there exists approximately 672 square feet (56 panels) of these materials in the above listed areas.
- Drywall Construction - The drywall construction materials with a medium texture utilized as the wall between the southeast and southwest classrooms on the 2nd Floor in the building were found to contain 2% Chrysotile asbestos. The asbestos-containing drywall construction materials identified were noted to be in poor to fair condition and were assessed as being non-friable. It is estimated that there exists approximately 480 square feet of these materials in the above listed areas.
- Resilient Floor Tile and Mastic - The brown 9" x 9" floor tile and associated black mastic materials utilized in the east-central and west-central rooms on the 2nd Floor above the stairwells in the building were found to contain 2% Chrysotile asbestos in both the tile and mastic. The asbestos-containing floor tile and mastic materials identified were noted to be in fair to good condition and were assessed as being non-friable. It is estimated that there exists approximately 200 square feet of these materials in the above listed areas.
- Window Glazing Compound - The white window glazing compound materials utilized on the exterior sides of the wood frame windows of the building were found to contain 2% Chrysotile asbestos. The asbestos-containing window glazing compound materials identified were noted to be in fair to good condition and were assessed as being non-friable. It is estimated that there exists approximately 15 square feet (15 windows) of these materials in the above listed areas. *(The windows observed on the north and south elevations of the 2nd Floor did not have glazing compound materials or were removed and covered with wood panels.)*
- Thermal System Insulation Debris - The white thermal system insulation debris materials utilized on the piping and floor area of the Boiler Room in the building were found to contain 60% Chrysotile asbestos. The asbestos-containing thermal system insulation debris materials identified were noted to be in poor condition and were assessed as being friable. It is estimated that there exists approximately 100 square feet of these materials in the above listed area.
- Chalkboard Panel Adhesive - The black adhesive materials behind the chalkboard panels in the classrooms of the building were found to contain 40% Chrysotile asbestos. The asbestos-containing chalkboard adhesive materials identified were noted to be in fair to good condition

and were assessed as being non-friable. It is estimated that there exists approximately 56 square feet of these materials in the above listed areas. *(Some chalkboards observed were nailed to the walls and may not have used asbestos-containing adhesive materials.)*

None of the other suspect building materials sampled and analyzed as part of this survey were found to contain asbestos.

The roof area of the building was not accessed during this survey. Any suspect materials associated with the roof area of the building should be considered asbestos-containing until sampling is conducted to ascertain or refute the presence of asbestos. Any visual assessment and/or sampling procedures should be conducted by properly trained and licensed personnel.

RECOMMENDATIONS

If the Client does not intend to renovate or demolish the building, the asbestos-containing materials associated with the building, should be managed in place. This in-place management should include such operations as repairing any damaged materials which are not removed as part of any renovation operations, protecting the remaining asbestos-containing materials from further damage, and developing a plan to periodically monitor the condition of the asbestos-containing materials. Notification of the presence of the materials should also be made to residents, employees and outside contractors so that they do not inadvertently disturb the remaining asbestos-containing materials.

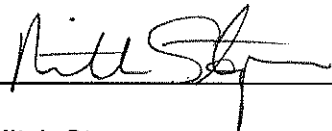
If repair, renovation or demolition operations which could disturb the asbestos-containing materials are to be conducted, it is recommended that the affected materials be removed. It is recommended that any removal of asbestos-containing materials associated with the structure be conducted by trained and licensed asbestos abatement personnel working under the requirements of the TDSHS Texas Asbestos Health Protection Rules. According to TDSHS Texas Asbestos Health Protection Rules, a removal project involving the removal of more than 160 square feet or 260 linear feet of asbestos-containing materials would need to be designed by a licensed Individual Asbestos Consultant. Air monitoring by a licensed third-party Air Monitor would be required during the actual removal work regardless of the size of the project. Terracon would be pleased to provide a proposal to provide these services.

At the present time, under the US EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) and the TDSHS regulations, roofing materials are considered Category I non-friable materials. Under the NESHAP regulations, as long as the roofing materials are assessed as non-friable and manual removal methods are utilized, these materials are not considered regulated materials and these regulations do not require that the materials be removed by licensed personnel.

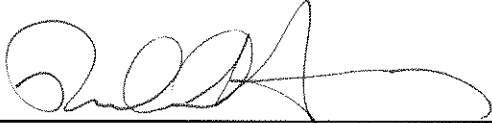
Disposal of roofing materials is also currently not a regulatory issue. The materials may be disposed of at any landfill which accepts general construction debris. At the present time, it would be recommended that the roofing contractor performing roof repairs/removal or the demolition contractor performing the building demolition be notified of the roofing materials that contain asbestos. The contractor would be responsible for assuring that the workforce precautions necessary under OSHA regulations are utilized. There should be no additional cost for removal of the asbestos-containing roofing materials at this time.

We appreciate the opportunity to provide asbestos-related environmental consulting services to you and look forward to working with you on future projects.

Respectfully Submitted,
TERRACON CONSULTANTS, INC.



Mitch Stogner
Individual Asbestos Consultant
TDSHS License Number 105648



Richard Ian Howes
Individual Asbestos Consultant
TDSHS License Number 105406

 For:

Kenneth Williamson
Asbestos Inspector
TDSHS License Number 600050

1.0 PROJECT OBJECTIVE

We understand this asbestos survey was requested due to the planned renovation/demolition operations of the building(s) / structure(s) on the site.

The Texas Department of State Health Services (TDSHS) regulates asbestos-related activities in the State of Texas. The TDSHS Texas Asbestos Health Protection Rules (TAHPR) require that a licensed Asbestos Inspector conduct an asbestos survey which conforms to generally accepted industry standards such as the protocol specified in 40 CFR Part 763.85, commonly referred to as the Asbestos Hazard Emergency Response Act (AHERA) and applies to schools. Other factors are taken into consideration when determining the best method to determine the location, extent and condition of Asbestos-Containing Building Materials (ACBMs) in a non-school building.

EPA regulation 40 CFR 61, Subpart M, National Emission Standards for Hazardous Air Pollutants (NESHAP), prohibits the release of asbestos fibers to the atmosphere during renovation or demolition activities. The asbestos NESHAP, which is enforced by the TDSHS, requires that prior to the commencement of demolition or renovation, that the facility or part of the facility affected be thoroughly inspected for the presence of both Friable (Regulated Asbestos-Containing Building Materials), and Non-Friable (Category I & II Asbestos-Containing Materials).

Terracon conducted a visual assessment of the building(s) / structure(s) to identify materials suspected of containing asbestos (suspect ACM) such as thermal system insulation, surfacing materials, and miscellaneous materials (e.g., floor tiles). Suspect materials were physically assessed for friability and evidence of damage or degradation. Samples of suspect ACM were collected for laboratory analysis. Bulk sample collection was conducted in accordance with the protocols outlined in the TDSHS TAHPR and/or USEPA 40 CFR 763.85, as applicable.

2.0 FIELD ACTIVITIES

The survey was conducted by Texas Department of State Health Services (TDSHS) licensed and Environmental Protection Agency accredited asbestos inspector(s) employed by Terracon. A copy of the asbestos inspector's license(s) is/are attached. The survey was conducted in general accordance with the sample collection protocols established in the TAHPR and/or EPA regulation 40 CFR 763 of the (AHERA), and/or per Client directives, as applicable. A summary of survey activities is provided below.

2.1 Visual Assessment

Our survey activities began with visual observation of the suspect building components to identify homogeneous areas of suspect ACM. A homogeneous area consists of building materials that appear similar throughout in terms of color, texture and date of application. The assessment was conducted throughout visually accessible areas of the structure. Building materials identified as concrete, glass, wood, masonry, metal or rubber were not considered suspect ACM.

2.2 Physical Assessment

A physical assessment of each homogeneous area of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the EPA as a material when dry may be crumbled, pulverized, or reduced to powder by hand pressure, and includes previously non-friable material after such previously non-friable material becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure. Friability was assessed by physically touching suspect materials.

2.3 Sample Collection

Based on results of the visual observation, bulk samples of suspect ACM were collected in general accordance with the sample collection protocols established in the TAHPR and/or EPA regulation 40 CFR 763 of the (AHERA), and/or per Client directives, as applicable. Random samples of suspect materials were collected in each homogeneous area. Sample team members collected bulk samples using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

2.4 Sample Analysis

Bulk samples were submitted under chain of custody to Omni Environmental, Inc., a National Voluntary Laboratory Accreditation Program (NVLAP) accredited and TDSHS licensed laboratory utilizing Polarized Light Microscopy (PLM) analysis protocol with dispersion staining techniques per EPA methodology (40 CFR 763, Subpart F). The percentage of asbestos, where applicable, was determined by microscopical visual estimation.

3.0 REGULATORY OVERVIEW

The asbestos NESHAP (40 CFR Part 61, Subpart M) regulates asbestos fiber emissions and asbestos waste disposal practices. It also requires the identification and classification of existing building materials prior to demolition or renovation activity. Under NESHAP, asbestos-containing building materials are classified as either friable, Category I non-friable or Category II non-friable ACM. Friable materials are those that, when dry, may be crumbled, pulverized or reduced to powder by hand pressure. Category I non-friable ACM includes packings, gaskets, resilient floor coverings and asphalt roofing products containing more than 1% asbestos. Category II non-friable ACM are any materials other than Category I materials that contain more than 1% asbestos.

Friable ACM, Category I and Category II non-friable ACM which is in poor condition and has become friable or which will be subjected to drilling, sanding, grinding, cutting or abrading and which could be crushed or pulverized during anticipated renovation or demolition activities are considered regulated ACM (RACM).

In the state of Texas, asbestos activities are regulated by the Texas Department of State Health Services (TDSHS) under the Texas Asbestos Health Protection Rules (TAHPR). The TAHPR require that any asbestos-related activity conducted in a public building be performed by personnel licensed by the TDSHS. Asbestos abatement must be preformed by TDSHS licensed Asbestos Abatement Contractors in accordance with a Project Design prepared by a TDSHS licensed Asbestos Consultant. Third-party air monitoring must be conducted during the abatement activities. Management Plans developed for the in-place management of asbestos-containing materials must be developed by a TDSHS-licensed Management Planner.

RACM must be removed prior to renovation or demolition activities which will disturb the materials. The owner or operator must provide the TDSHS with written notification of planned removal activities at least 10 working days prior to the commencement of asbestos abatement activities. Removal of RACM must be conducted by a State of Texas licensed Asbestos Abatement Contractor. In addition, third party air monitoring must be performed prior to, during, and following the abatement.

The OSHA Asbestos standard for construction (29 CFR 1926.1101) regulates workplace exposure to asbestos. The OSHA standard requires that employee exposure to airborne asbestos fibers be maintained below 0.1 asbestos fibers per cubic centimeter of air (0.1 f/cc). The OSHA standard classifies construction and maintenance activities which could disturb ACM, and specifies work practices and precautions which employers must follow when engaging in each class of regulated work. States which administer their own federally-approved state OSHA programs may require additional precautions.

4.0 GENERAL COMMENTS

This asbestos survey was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our survey of the structure. The information contained in this report is relevant to the date on which this survey was performed, and should not be relied upon to represent conditions at a later date. This report has been prepared on behalf of and exclusively for use by the client for specific application to their project as discussed. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied is made.

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BULK SAMPLE LOG AND RESULTS							
INSPECTOR: Kenneth Williamson		DATE: July 22, 2009	PROJECT NAME: Former West End School - 1301 W. 4 th Street, Taylor, Texas		PROJECT NUMBER: 96097256		
SAMPLE NO.	TYPE OF MATERIAL	HOMOGENEOUS AREA	LOCATION OF SAMPLE	NON-FRIABLE/FRIABLE	CONDITION	QUANTITY	ASBESTOS CONTENT
WE-01	Hard Plaster/Stucco – White top coat on light brown scratch coat	Original walls throughout	1 st Floor – Center Hall, southwest corner wall	Non-Friable	Poor	N/A	None Detected
WE-02	Hard Plaster/Stucco – White top coat on light brown scratch coat	Original walls throughout	1 st Floor – Center Hall, southeast corner wall	Non-Friable	Poor	N/A	None Detected
WE-03	Hard Plaster/Stucco – White top coat on light brown scratch coat	Original walls throughout	2 nd Floor – Northwest Classroom, southeast corner wall	Non-Friable	Poor	N/A	None Detected
WE-04	Hard Plaster/Stucco – White top coat on light brown scratch coat	Original ceilings throughout	2 nd Floor – Northwest Classroom, ceiling, northwest corner	Non-Friable	Good	N/A	None Detected
WE-05	Hard Plaster/Stucco – White top coat on light brown scratch coat	Original ceilings throughout	2 nd Floor – Southwest Classroom, ceiling, southwest corner	Non-Friable	Good	N/A	None Detected
WE-06	Hard Plaster/Stucco – White top coat on light brown scratch coat	Original ceilings throughout	2 nd Floor – Northeast Classroom, ceiling, northeast corner	Non-Friable	Good	N/A	None Detected
WE-07	Chalkboard Panels – Black and green	Classrooms throughout	1 st Floor – Northeast Classroom, south side, central	Non-Friable	Fair	~ 672 sq. ft. (56 panels)	60% Chrysotile
WE-08	Chalkboard Panels – Black and green	Classrooms throughout	2 nd Floor – Northeast Classroom, northwest corner	Non-Friable	Fair	See WE-07	60% Chrysotile

BULK SAMPLE LOG AND RESULTS							
INSPECTOR: Kenneth Williamson		DATE: July 22, 2009	PROJECT NAME: Former West End School - 1301 W. 4 th Street, Taylor, Texas		PROJECT NUMBER: 96097256		
SAMPLE NO.	TYPE OF MATERIAL	HOMOGENEOUS AREA	LOCATION OF SAMPLE	NON-FRIABLE/FRIABLE	CONDITION	QUANTITY	ASBESTOS CONTENT
WE-09	Chalkboard Panels – Black and green	Classrooms throughout	2 nd Floor – Northwest Classroom, south side, central	Non-Friable	Fair	See WE-07	60% Chrysotile
WE-10	Drywall Construction – White with medium texture	2 nd Floor – Wall between Southeast Classroom and Southwest Classroom	2 nd Floor – Southeast Classroom, west wall, north end	Non-Friable	Poor	~ 480 sq. ft.	2% Chrysotile
WE-11	Drywall Construction – White with medium texture	2 nd Floor – Wall between Southeast Classroom and Southwest Classroom	2 nd Floor – Southeast Classroom, west wall, south end	Non-Friable	Poor	See WE-10	2% Chrysotile
WE-12	Drywall Construction – White with medium texture	2 nd Floor – Wall between Southeast Classroom and Southwest Classroom	2 nd Floor – Southwest Classroom, east wall, north end	Non-Friable	Poor	See WE-10	2% Chrysotile
WE-13	Resilient Floor Tile – 9" x 9", Brown with black mastic	2 nd Floor – East Center Room and West Center Room, above Stairwells	2 nd Floor – East Center Room, southwest corner	Non-Friable	Good	~ 200 sq. ft.	2% Chrysotile in the tile 2% Chrysotile in the mastic
WE-14	Resilient Floor Tile – 9" x 9", Brown with black mastic	2 nd Floor – East Center Room and West Center Room, above Stairwells	2 nd Floor – East Center Room, east side, central	Non-Friable	Good	See WE-13	2% Chrysotile in the tile 2% Chrysotile in the mastic

BULK SAMPLE LOG AND RESULTS							
INSPECTOR: Kenneth Williamson		DATE: July 22, 2009	PROJECT NAME: Former West End School - 1301 W. 4 th Street, Taylor, Texas		PROJECT NUMBER: 96097256		
SAMPLE NO.	TYPE OF MATERIAL	HOMOGENEOUS AREA	LOCATION OF SAMPLE	NON-FRIABLE/FRIABLE	CONDITION	QUANTITY	ASBESTOS CONTENT
WE-15	Resilient Floor Tile – 9" x 9", Brown with black mastic	2 nd Floor – East Center Room and West Center Room, above Stairwells	2 nd Floor – West Center Room, southeast corner	Non-Friable	Good	See WE-13	2% Chrysotile in the tile 2% Chrysotile in the mastic
WE-16	Window Glazing Compound - White	1 st Floor - Small corner windows, windows in Northeast Classroom and Northwest Classroom; 2 nd Floor – Small corner windows	1 st Floor – Northwest Classroom, east-central window	Friable	Poor	~ 15 sq. ft. (15 windows)	2% Chrysotile
WE-17	Window Glazing Compound - White	1 st Floor - Small corner windows, windows in Northeast Classroom and Northwest Classroom; 2 nd Floor – Small corner windows	1 st Floor – Northwest Classroom, west window	Friable	Poor	See WE-16	2% Chrysotile
WE-18	Window Glazing Compound - White	1 st Floor - Small corner windows, windows in Northeast Classroom and Northwest Classroom; 2 nd Floor – Small corner windows	2 nd Floor – Southwest Classroom, southwest small corner window	Friable	Poor	See WE-16	2% Chrysotile
WE-19	Thermal System Insulation Debris - White	1 st Floor – Boiler Room, on Boiler piping and floor around Boiler	1 st Floor – Boiler Room, pipe on top of Boiler	Friable	Poor	~ 100 sq. ft.	60% Chrysotile

BULK SAMPLE LOG AND RESULTS							
INSPECTOR: Kenneth Williamson		DATE: July 22, 2009	PROJECT NAME: Former West End School - 1301 W. 4 th Street, Taylor, Texas		PROJECT NUMBER: 96097256		
SAMPLE NO.	TYPE OF MATERIAL	HOMOGENEOUS AREA	LOCATION OF SAMPLE	NON-FRIABLE/FRIABLE	CONDITION	QUANTITY	ASBESTOS CONTENT
WE-20	Thermal System Insulation Debris - White	1 st Floor – Boiler Room, on Boiler piping and floor around Boiler	1 st Floor – Boiler Room, on floor at north end of Boiler	Friable	Poor	See WE-19	60% Chrysotile
WE-21	Thermal System Insulation Debris - White	1 st Floor – Boiler Room, on Boiler piping and floor around Boiler	1 st Floor – Boiler Room, on floor at south end of Boiler	Friable	Poor	See WE-19	60% Chrysotile
WE-22	Chalkboard Panel Adhesive - Black	Various chalkboard panels throughout	1 st Floor – Northeast Classroom, west wall, north end	Non-Friable	Good	~ 56 sq. ft.	40% Chrysotile
WE-23	Chalkboard Panel Adhesive - Black	Various chalkboard panels throughout	2 nd Floor – Northeast Classroom, west wall, south end	Non-Friable	Good	See WE-22	40% Chrysotile
WE-24	Chalkboard Panel Adhesive - Black	Various chalkboard panels throughout	2 nd Floor – Northeast Classroom, west wall, north end	Non-Friable	Good	See WE-22	40% Chrysotile
WE-25	Boiler Brick – Brown, cementitious	1 st Floor – Boiler Room, bottom of Boiler	1 st Floor – Boiler Room, bottom of Boiler, central	Non-Friable	Poor	N/A	None Detected
WE-26	Boiler Brick – Brown, cementitious	1 st Floor – Boiler Room, bottom of Boiler	1 st Floor – Boiler Room, bottom of Boiler, central	Non-Friable	Poor	N/A	None Detected
WE-27	Boiler Brick – Brown, cementitious	1 st Floor – Boiler Room, bottom of Boiler	1 st Floor – Boiler Room, bottom of Boiler, central	Non-Friable	Poor	N/A	None Detected

SAMPLE SUMMARY REPORT

Omni Environmental, Inc.

2101 Donley Drive Suite B-100

Austin, TX 78758

(512) 258-9114

NVLAP # 102061

TDSHS Lab License 30-0087

Client Name: Terracon

Contact Name: Mitch Stogner

Client Project Number: 96097256

Lab Project #: 208686

Client Sample Number	Lab Sample Number	Asbestos Type and %	Asbestos Content by Layer	
WE-01	502358	NAD		
WE-02	502359	NAD		
WE-03	502360	NAD		
WE-04	502361	NAD		
WE-05	502362	NAD		
WE-06	502363	NAD		
WE-07	502364	Chry 60%		
WE-08	502365	Chry 60%		
WE-09	502366	Chry 60%		
WE-10	502367	Chry <1%	2% Chrysotile detected in	layer beneath Paint
WE-11	502368	Chry <1%	2% Chrysotile detected in	layer beneath Paint
WE-12	502369	Chry <1%	2% Chrysotile detected in	layer beneath Paint
WE-13	502370	Chry 5%	2% Chrysotile detected in Floor Tile	2% Chrysotile detected in Tar
WE-14	502371	Chry 5%	2% Chrysotile detected in Floor Tile	2% Chrysotile detected in Tar
WE-15	502372	Chry 5%	2% Chrysotile detected in Floor Tile	2% Chrysotile detected in Tar
WE-16	502373	Chry 2%		
WE-17	502374	Chry 2%		
WE-18	502375	Chry 2%		
WE-19	502376	Chry 60%		
WE-20	502377	Chry 60%		
WE-21	502378	Chry 60%		
WE-22	502379	Chry 40%		
WE-23	502380	Chry 40%		
WE-24	502381	Chry 40%		
WE-25	502382	NAD		
WE-26	502383	NAD		
WE-27	502384	NAD		

This report is only a summary. For complete information on each sample see the Bulk Sample Analysis Report.
Note that NAD means that No Asbestos was Detected in the sample or layer.

BULK SAMPLE ANALYSIS REPORT

Omni Environmental, Inc.

2101 Donley Drive Suite B-100

Austin, TX 78758

(512) 258-9114

NVLAP # 102061

TDSHS Lab License 30-0087

August 3, 2009

Mitch Stogner

Terracon

5307 Industrial Oaks Blvd. Ste. 160

Austin, TX 78735

Dear Mr. Stogner:

Please find enclosed the bulk sample analytical results for the following project:

Client Project #:	96097256	Lab Project #:	208686
Date Received:	7/27/2009	Received By:	Monika Enriquez
Delivery Agency:	Austin Professional Couriers	Name/Tracking #:	788158
Date Logged:	7/28/2009	Logged in by:	Colleen Quindlen, M.S.
Analysis Completed:	8/3/2009	Samples in Project:	27

The following procedures were used in sample analysis unless otherwise noted.

ANALYTICAL METHOD: EPA Method for the Determination of Asbestos in Bulk Building Materials (EPA 600/R-93/116) or EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020), as applicable.

Percentages are visual estimates based on sample volume. Limit of Detection: <1%. Limit of Quantification: 1%.

Negative results of resinously bound materials such as roofing material or floor tile may be inconclusive. NAD means No Asbestos was Detected in the sample or layer. The term texturizer (where applicable) may include wall texturizing, tape and bed, and/or joint compound. This report relates only to the item tested. It may not be used to claim product endorsement by NVLAP or any agency of the federal government. This report may not be reproduced, except in full, without the expressed written consent of laboratory management. Subsamples of layers or other inhomogeneities were analyzed separately and their results combined in proportion to the quantity of each layer to obtain quantitative results for the sample as a whole. All samples are stored for 1 month from the original analysis date before being disposed of.

Please call us if you have any questions regarding this report

Thank you for your business.

Sincerely,

Steve Griffin

Steve Griffin, Lab Manager

Digitally signed by Steve Griffin

DN: cn=Steve Griffin, o=Omni Environmental, Inc, ou,

email=steve@omnienv.com, c=US

Date: 2009.08.03 10:56:16 -05'00'

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 208686 Lab Sample #: 502358 Color: White
Client Project #: 96097256 Characterization: Heterogeneous, Non-Fibrous
Client Sample #: WE-01 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 70 %
Amosite		Paint 10 %
Crocidolite		Aggregate 20 %
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 208686 Lab Sample #: 502359 Color: White
Client Project #: 96097256 Characterization: Heterogeneous, Non-Fibrous
Client Sample #: WE-02 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 70 %
Amosite		Paint 10 %
Crocidolite		Aggregate 20 %
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 208686 Lab Sample #: 502360 Color: White
Client Project #: 96097256 Characterization: Heterogeneous, Non-Fibrous
Client Sample #: WE-03 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 70 %
Amosite		Paint 10 %
Crocidolite		Aggregate 20 %
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 208686 Lab Sample #: 502361 Color: White
Client Project #: 96097256 Characterization: Heterogeneous, Non-Fibrous
Client Sample #: WE-04 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 40 %
Amosite		Paint 10 %
Crocidolite		Aggregate 50 %
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 208686 Lab Sample #: 502362 Color: White
Client Project #: 96097256 Characterization: Homogeneous, Non-Fibrous
Client Sample #: WE-05 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez QC'd By: Steve Griffin
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 50 %
Amosite		Aggregate 50 %
Crocidolite		
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 208686 Lab Sample #: 502363 Color: White
Client Project #: 96097256 Characterization: Homogeneous, Non-Fibrous
Client Sample #: WE-06 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 48 %
Amosite		Paint 2 %
Crocidolite		Aggregate 50 %
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 208686
Client Project #: 96097256
Client Sample #: WE-07
Analyst: Monika Enriquez
Comments:

Lab Sample #: 502364

Color: Gray
Characterization: Homogeneous, Fibrous
Date Analyzed: 8/2/2009

ASBESTOS COMPONENTS
Chrysotile 60 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: 60 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS
Filler/Binder 38 %
Tar 2 %

Non-Fibrous Total: 40 %

SAMPLE LAYER DETAILS

Lab Project #: 208686
Client Project #: 96097256
Client Sample #: WE-08
Analyst: Monika Enriquez
Comments:

Lab Sample #: 502365

Color: Gray
Characterization: Homogeneous, Fibrous
Date Analyzed: 8/2/2009

ASBESTOS COMPONENTS
Chrysotile 60 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: 60 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS
Filler/Binder 36 %
Tar 2 %
Paint 2 %
Non-Fibrous Total: 40 %

SAMPLE LAYER DETAILS

Lab Project #: 208686
Client Project #: 96097256
Client Sample #: WE-09
Analyst: Monika Enriquez
Comments:

Lab Sample #: 502366

Color: Gray
Characterization: Homogeneous, Fibrous
Date Analyzed: 8/2/2009

ASBESTOS COMPONENTS
Chrysotile 60 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: 60 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS
Filler/Binder 38 %
Tar 2 %

Non-Fibrous Total: 40 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 208686 Lab Sample #: 502367 Color: Green
Client Project #: 96097256 Characterization: Homogeneous, Fibrous
Client Sample #: WE-10 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	<1 %	Cellulose	10 %	Filler/Binder	88 %
Amosite				Paint	2 %
Crocidolite					
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	<1 %	Fibrous Total:	10 %	Non-Fibrous Total:	90 %

SAMPLE LAYER DETAILS

Layer 1: 2% Chrysotile detected in layer beneath Paint.

Lab Project #: 208686 Lab Sample #: 502368 Color: Green
Client Project #: 96097256 Characterization: Homogeneous, Fibrous
Client Sample #: WE-11 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez QC'd By: Steve Griffin
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	<1 %	Cellulose	50 %	Filler/Binder	48 %
Amosite				Paint	2 %
Crocidolite					
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	<1 %	Fibrous Total:	50 %	Non-Fibrous Total:	50 %

SAMPLE LAYER DETAILS

Layer 1: 2% Chrysotile detected in layer beneath Paint.

Lab Project #: 208686 Lab Sample #: 502369 Color: Green
Client Project #: 96097256 Characterization: Homogeneous, Fibrous
Client Sample #: WE-12 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez QC'd By: Steve Griffin
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	<1 %	Cellulose	50 %	Filler/Binder	48 %
Amosite				Paint	2 %
Crocidolite					
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	<1 %	Fibrous Total:	50 %	Non-Fibrous Total:	50 %

SAMPLE LAYER DETAILS

Layer 1: 2% Chrysotile detected in layer beneath Paint.

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 208686 Lab Sample #: 502370 Color: Tan
Client Project #: 96097256 Characterization: Heterogeneous, Non-Fibrous
Client Sample #: WE-13 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	5 %		Filler/Binder 63 %
Amosite			Tar 2 %
Crocidolite			Aggregate 30 %
Tremolite			
Actinolite			
Anthophyllite			
Asbestos Total:	5 %	Fibrous Total:	Non-Fibrous Total: 95 %

SAMPLE LAYER DETAILS

Layer 1: 2% Chrysotile detected in Floor Tile.
Layer 2: 2% Chrysotile detected in Tar.

Lab Project #: 208686 Lab Sample #: 502371 Color: Tan
Client Project #: 96097256 Characterization: Heterogeneous, Non-Fibrous
Client Sample #: WE-14 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	5 %		Filler/Binder 63 %
Amosite			Tar 2 %
Crocidolite			Aggregate 30 %
Tremolite			
Actinolite			
Anthophyllite			
Asbestos Total:	5 %	Fibrous Total:	Non-Fibrous Total: 95 %

SAMPLE LAYER DETAILS

Layer 1: 2% Chrysotile detected in Floor Tile.
Layer 2: 2% Chrysotile detected in Tar.

Lab Project #: 208686 Lab Sample #: 502372 Color: Tan
Client Project #: 96097256 Characterization: Heterogeneous, Non-Fibrous
Client Sample #: WE-15 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	5 %		Filler/Binder 63 %
Amosite			Tar 2 %
Crocidolite			Aggregate 30 %
Tremolite			
Actinolite			
Anthophyllite			
Asbestos Total:	5 %	Fibrous Total:	Non-Fibrous Total: 95 %

SAMPLE LAYER DETAILS

Layer 1: 2% Chrysotile detected in Floor Tile.
Layer 2: 2% Chrysotile detected in Tar.

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 208686
Client Project #: 96097256
Client Sample #: WE-16
Analyst: Monika Enriquez
Comments:

Lab Sample #: 502373

Color: Gray
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 8/2/2009

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	2 %		Filler/Binder 98 %
Amosite			
Crocidolite			
Tremolite			
Actinolite			
Anthophyllite			
Asbestos Total:	2 %	Fibrous Total:	Non-Fibrous Total: 98 %

SAMPLE LAYER DETAILS

Lab Project #: 208686
Client Project #: 96097256
Client Sample #: WE-17
Analyst: Monika Enriquez
Comments:

Lab Sample #: 502374

Color: Gray
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 8/2/2009

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	2 %		Filler/Binder 98 %
Amosite			
Crocidolite			
Tremolite			
Actinolite			
Anthophyllite			
Asbestos Total:	2 %	Fibrous Total:	Non-Fibrous Total: 98 %

SAMPLE LAYER DETAILS

Lab Project #: 208686
Client Project #: 96097256
Client Sample #: WE-18
Analyst: Monika Enriquez
Comments:

Lab Sample #: 502375

Color: Gray
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 8/2/2009

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	2 %		Filler/Binder 98 %
Amosite			
Crocidolite			
Tremolite			
Actinolite			
Anthophyllite			
Asbestos Total:	2 %	Fibrous Total:	Non-Fibrous Total: 98 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 208686 Lab Sample #: 502376 Color: Gray
Client Project #: 96097256 Characterization: Homogeneous, Fibrous
Client Sample #: WE-19 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile 60 %		Filler/Binder 40 %
Amosite		
Crocidolite		
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: 60 %	Fibrous Total:	Non-Fibrous Total: 40 %

SAMPLE LAYER DETAILS

Lab Project #: 208686 Lab Sample #: 502377 Color: Gray
Client Project #: 96097256 Characterization: Homogeneous, Fibrous
Client Sample #: WE-20 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile 60 %		Filler/Binder 40 %
Amosite		
Crocidolite		
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: 60 %	Fibrous Total:	Non-Fibrous Total: 40 %

SAMPLE LAYER DETAILS

Lab Project #: 208686 Lab Sample #: 502378 Color: Gray
Client Project #: 96097256 Characterization: Homogeneous, Fibrous
Client Sample #: WE-21 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile 60 %		Filler/Binder 40 %
Amosite		
Crocidolite		
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: 60 %	Fibrous Total:	Non-Fibrous Total: 40 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 208686
Client Project #: 96097256
Client Sample #: WE-22
Analyst: Monika Enriquez
Comments:

Lab Sample #: 502379

Color: Black
Characterization: Heterogeneous, Fibrous
Date Analyzed: 8/2/2009

ASBESTOS COMPONENTS

Chrysotile 40 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite

Asbestos Total: 40 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder
Tar 60 %

Non-Fibrous Total: 60 %

SAMPLE LAYER DETAILS

Lab Project #: 208686
Client Project #: 96097256
Client Sample #: WE-23
Analyst: Monika Enriquez
Comments:

Lab Sample #: 502380

Color: Black
Characterization: Heterogeneous, Fibrous
Date Analyzed: 8/2/2009

ASBESTOS COMPONENTS

Chrysotile 40 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite

Asbestos Total: 40 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder
Tar 60 %

Non-Fibrous Total: 60 %

SAMPLE LAYER DETAILS

Lab Project #: 208686
Client Project #: 96097256
Client Sample #: WE-24
Analyst: Monika Enriquez
Comments:

Lab Sample #: 502381

Color: Black
Characterization: Heterogeneous, Fibrous
Date Analyzed: 8/2/2009

ASBESTOS COMPONENTS

Chrysotile 40 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite

Asbestos Total: 40 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder
Tar 60 %

Non-Fibrous Total: 60 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 208686 Lab Sample #: 502382 Color: White
Client Project #: 96097256 Characterization: Homogeneous, Non-Fibrous
Client Sample #: WE-25 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 70 %
Amosite		Aggregate 30 %
Crocidolite		
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 208686 Lab Sample #: 502383 Color: White
Client Project #: 96097256 Characterization: Homogeneous, Non-Fibrous
Client Sample #: WE-26 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 70 %
Amosite		Aggregate 30 %
Crocidolite		
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 208686 Lab Sample #: 502384 Color: White
Client Project #: 96097256 Characterization: Homogeneous, Non-Fibrous
Client Sample #: WE-27 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 70 %
Amosite		Aggregate 30 %
Crocidolite		
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

OMNI ENVIRONMENTAL, INC.
2101 Donley Drive, Suite B-100
Austin, Texas 78758
(512) 258-9114 / (512) 258-9115 Fax

BULK ASBESTOS SAMPLE CHAIN OF CUSTODY

Client Name: Terracon **Contact Person:** Mitch Stogner *Plus copy to Katie Ramirez

Address: 5307 Industrial Oaks Boulevard, Suite 160, Austin, TX - 78735

Phone Number: (512) 442-1122 **Fax Number:** (512) 442-1181

Email Address: mwstogner@terracon.com and kdramirez@terracon.com

Delivered By: Courier – APC **Date Delivered:** 07-27-09

Project Name / Number: Former West End School / 96097256

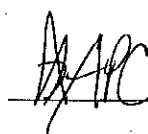
Number of Samples: Twenty-Seven (27)

Notes: Invoice Terracon for these samples.

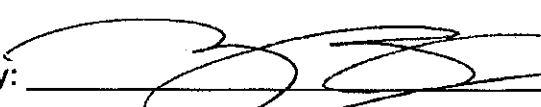
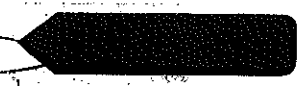
Sample ID #	Sample ID #	Sample ID #	Sample ID #	Sample ID #
WE-01				
Through				
WE-27				

Samples Released By: Glenn Shrode to APC **Date:** 07-27-09



 788158

LABORATORY USE ONLY

Samples Received by:  

Date: 7/27/09 **Time:** 11:53

Payment received: _____

208686



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

TERRACON CONSULTANTS, INC

is certified to perform as a

Asbestos Consultant Agency

in the State of Texas within the purview of Texas Occupations Code, chapter 1954, so long as this license is not suspended or revoked and is renewed according to the rules adopted by the Texas Board of Health.

A handwritten signature in cursive script, appearing to read "David Lakey MD".

DAVID LAKEY, M.D.
COMMISSIONER OF HEALTH

License Number: 100157

Control Number: 96165

Expiration Date: 11/30/2010

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE



TEXAS
Department of
State Health Services

Control No:

92113*

Department of State Health Services certifies that:

RICHARD I HOWES

is Licensed as an:

Individual Asbestos Consultant

License Number: 105406

From: 03/22/2006

To: 03/21/2008





TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TTY: 1-800-735-2989

APRIL 24, 2008

RICHARD HOWES
2501 SPRING CREEK
AUSTIN, TX 78704

This is to verify that the individual shown below holds a valid credential to practice as an ASBESTOS INDIVIDUAL CONSULTANT in the State of Texas.

NAME: RICHARD HOWES
LICENSE TYPE: ASBESTOS INDIVIDUAL CONSULTANT
LICENSE NUMBER: 105406
CONTROL NUMBER: 95604
EXPIRATION DATE: 3/21/2010

If you have any questions, please contact us by phone at 512-834-6600, by fax at 512/834-6614. We encourage you to visit our website at <http://www.dshs.state.tx.us> for frequently updated information, including rules, laws, publications and forms. You may also verify a credential through this website.

Environmental & Sanitation Licensing Group



TEXAS
Department of
State Health Services

Control No:
95516

Department of State Health Services certifies that:

MITCH STOGER

is Licensed as an:

Asbestos Individual Consultant

License Number: 105648

Expiration Date: 12/26/2009





TEXAS
Department of
State Health Services

Control No:
92737

Department of State Health Services certifies that:

KENNETH L WILLIAMSON

is Licensed as an:

Asbestos Inspector



License Number: 600050

From: 05/08/2006

To: 05/07/2008



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TTY: 1-800-735-2989

MAY 13, 2008

KENNETH WILLIAMSON
1111 DUNSTAN DR
AUSTIN, TX 78745

This is to verify that the individual shown below holds a valid credential to practice as an ASBESTOS INSPECTOR in the State of Texas.

NAME: KENNETH WILLIAMSON
LICENSE TYPE: ASBESTOS INSPECTOR
LICENSE NUMBER: 600050
CONTROL NUMBER: 95771
EXPIRATION DATE: 5/7/2010

If you have any questions, please contact us by phone at 512-834-6600, by fax at 512/834-6614. We encourage you to visit our website at <http://www.dshs.state.tx.us> for frequently updated information, including rules, laws, publications and forms. You may also verify a credential through this website.

Environmental & Sanitation Licensing Group



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

OMNI ENVIRONMENTAL INC

is certified to perform as a

Asbestos Laboratory PLM

in the State of Texas within the purview of Texas Occupations Code, chapter 1954, so long as this license is not suspended or revoked and is renewed according to the rules adopted by the Texas Board of Health.

A handwritten signature in cursive script, appearing to read "David Lakey".

DAVID LAKEY, M.D.
COMMISSIONER OF HEALTH

License Number: 300087

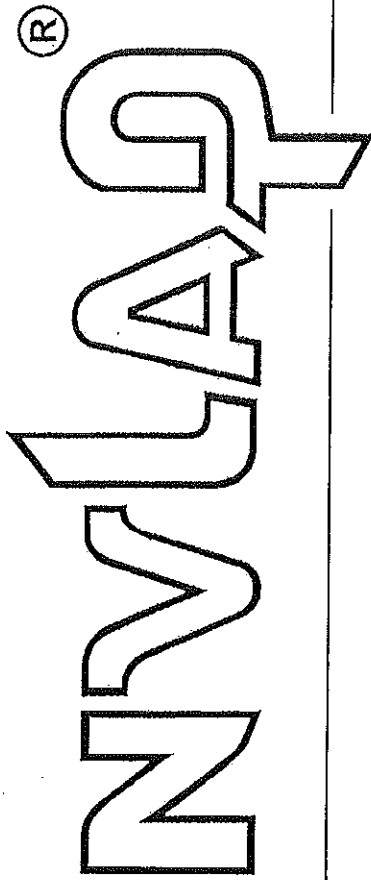
Control Number: 95569

Expiration Date: 6/15/2011

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 102061-0

Omni Environmental, Inc.
Austin, TX

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

BULK ASBESTOS FIBER ANALYSIS

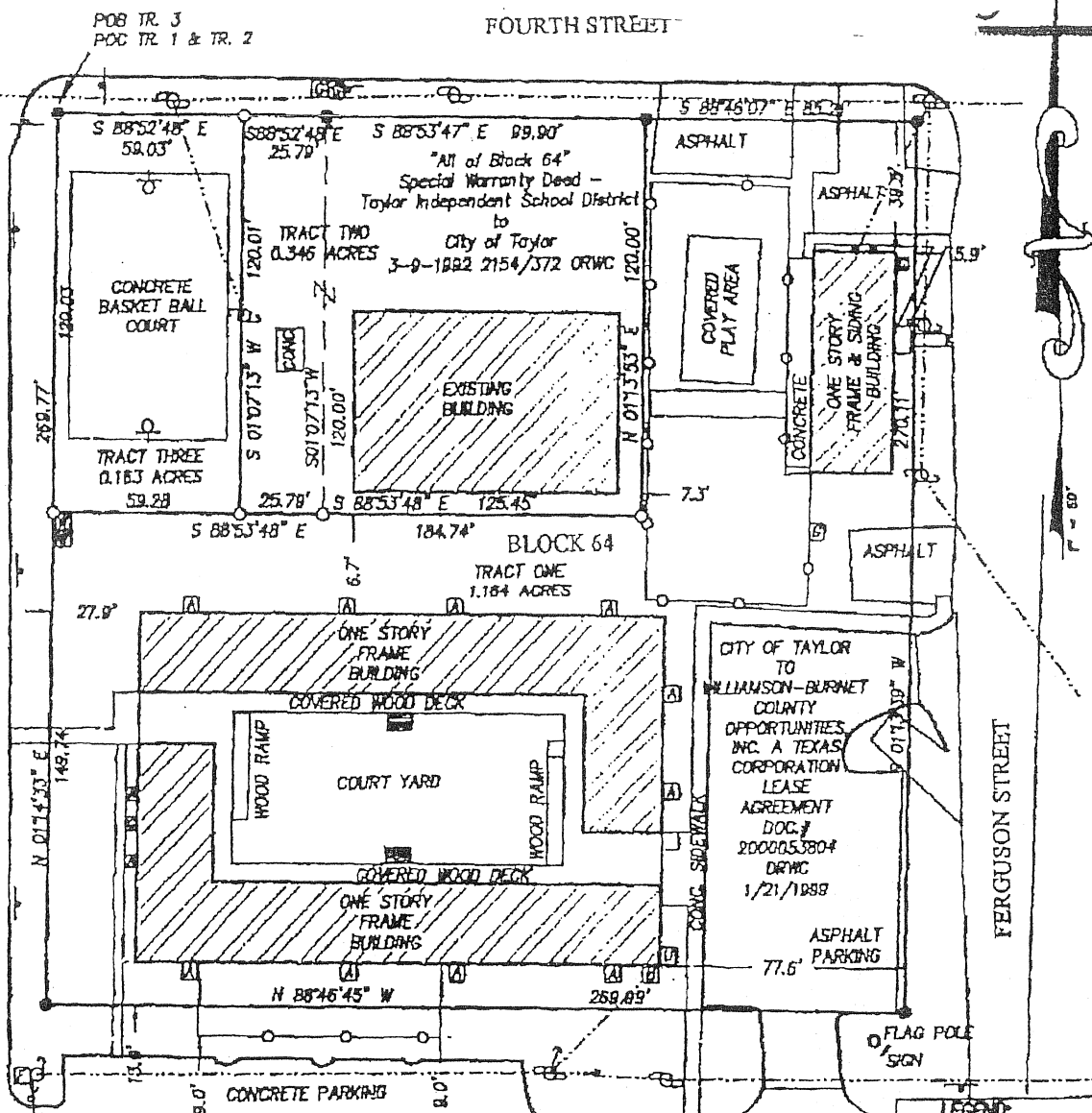
This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).

2009-07-01 through 2010-06-30

Effective dates

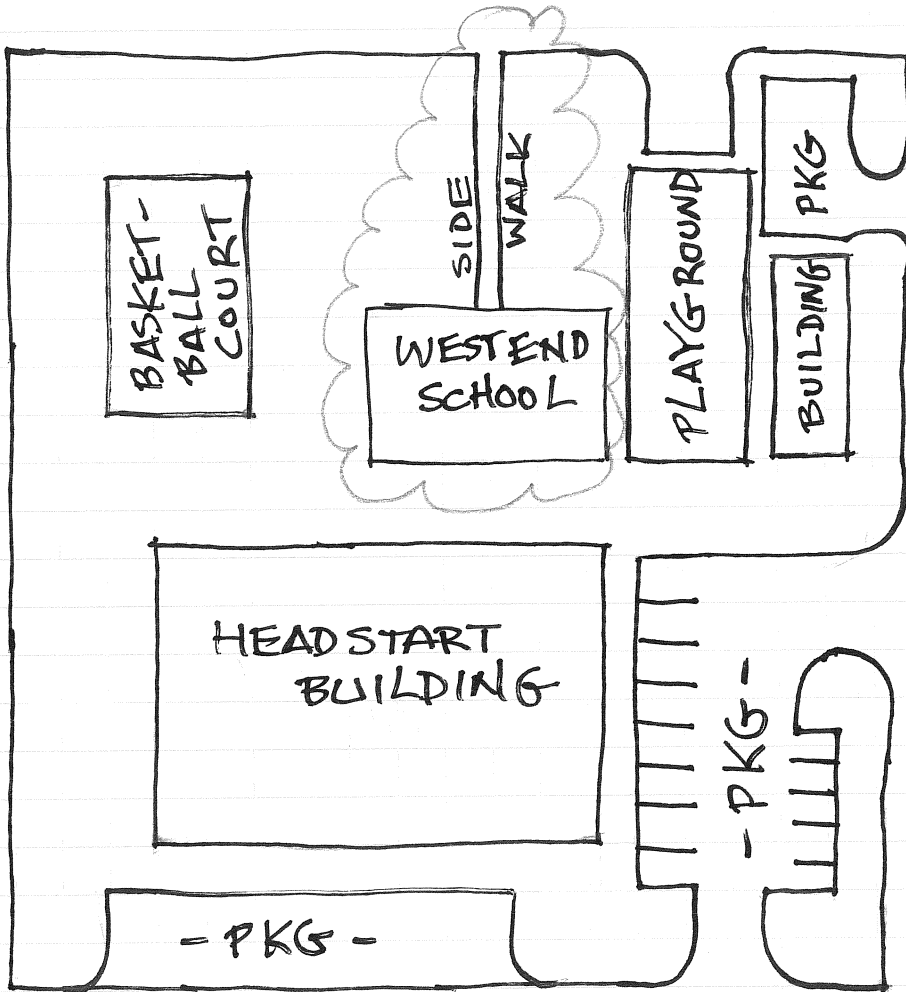


Dolly S. Bruce
For the National Institute of Standards and Technology



VERNON STREET.

W 4TH



FERGUSON STREET

W. 3RD



**BUILDING MATERIALS SURVEY
For Assessment of
Asbestos-Containing Building Materials**

**FORMER WEST END SCHOOL
1301 WEST 4th STREET
TAYLOR, TEXAS 76574**

**Terracon Project Number: 96097256
August 3, 2009**

Prepared for:

**CITY OF TAYLOR
400 PORTER STREET
TAYLOR, TEXAS 76574**

Prepared by:

**Terracon Consultants, Inc.
Consulting Engineers & Scientists
Austin, Texas**



August 3, 2009



City of Taylor
400 Porter Street
Taylor, Texas 76574

Attention: Mr. John Elsdon, AICP

Telephone: (512) 365-3863
Fax: (512) 352-8483
E-mail: john.elsden@ci.taylor.tx.us

Re: Asbestos Survey
Former West End School
1301 West 4th Street
Taylor, Texas 76574
Terracon Project No. 96097256

Mr. Elsdon:

On July 22, 2009, Terracon Consultants, Inc. (Terracon) conducted an asbestos-containing building material (ACBM) survey of the Former West End School located at 1301 West 4th Street in Taylor, Texas. The survey was conducted and bulk material samples were obtained by Mr. Kenneth Williamson, an Environmental Protection Agency (EPA) accredited and Texas Department of State Health Services (TDSHS) licensed Asbestos Inspector, employed by Terracon. The survey was intended to identify and assess suspect materials, which might be disturbed during renovation/demolition operations associated with the building on the site. **Twenty-seven (27) samples of suspect building materials were obtained in this study.**

Suspect materials that are typically considered for sampling include surfacing materials, thermal insulation, and miscellaneous materials (i.e. floor tiles, ceiling tiles, mastics, etc.). The locations and types of suspect materials sampled were at the discretion of the licensed Asbestos Inspector. Materials not sampled include concrete materials, wooden and metal doors, ceramic tile, fibrous glass containing materials, fibrous glass insulation systems, electrical wiring insulation, and other hidden or inaccessible components (i.e., materials within walls, in crawl spaces, etc.).

ANALYSIS AND RESULTS

All samples of suspect asbestos-containing building materials collected during the survey were analyzed by Omni Environmental, Inc., a National Voluntary Laboratory Accreditation Program (NVLAP) accredited and TDSHS licensed laboratory utilizing Polarized Light Microscopy (PLM) protocol. Reports of laboratory analysis of all samples collected are included herein.



Terracon Consultants, Inc. 5307 Industrial Oaks Boulevard, Suite 160 Austin, Texas 78735 Registration No. F-3272
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Geotechnical



Environmental



Construction Materials



Facilities

Six (6) of the homogeneous materials sampled and analyzed as part of this survey were found to contain asbestos.

- Chalkboard Panels - The black/green chalkboard panels utilized in all classrooms of the building were found to contain 60% Chrysotile asbestos. The asbestos-containing chalkboard panels identified were noted to be in fair to good condition and were assessed as being non-friable. It is estimated that there exists approximately 672 square feet (56 panels) of these materials in the above listed areas.
- Drywall Construction - The drywall construction materials with a medium texture utilized as the wall between the southeast and southwest classrooms on the 2nd Floor in the building were found to contain 2% Chrysotile asbestos. The asbestos-containing drywall construction materials identified were noted to be in poor to fair condition and were assessed as being non-friable. It is estimated that there exists approximately 480 square feet of these materials in the above listed areas.
- Resilient Floor Tile and Mastic - The brown 9" x 9" floor tile and associated black mastic materials utilized in the east-central and west-central rooms on the 2nd Floor above the stairwells in the building were found to contain 2% Chrysotile asbestos in both the tile and mastic. The asbestos-containing floor tile and mastic materials identified were noted to be in fair to good condition and were assessed as being non-friable. It is estimated that there exists approximately 200 square feet of these materials in the above listed areas.
- Window Glazing Compound - The white window glazing compound materials utilized on the exterior sides of the wood frame windows of the building were found to contain 2% Chrysotile asbestos. The asbestos-containing window glazing compound materials identified were noted to be in fair to good condition and were assessed as being non-friable. It is estimated that there exists approximately 15 square feet (15 windows) of these materials in the above listed areas. *(The windows observed on the north and south elevations of the 2nd Floor did not have glazing compound materials or were removed and covered with wood panels.)*
- Thermal System Insulation Debris - The white thermal system insulation debris materials utilized on the piping and floor area of the Boiler Room in the building were found to contain 60% Chrysotile asbestos. The asbestos-containing thermal system insulation debris materials identified were noted to be in poor condition and were assessed as being friable. It is estimated that there exists approximately 100 square feet of these materials in the above listed area.
- Chalkboard Panel Adhesive - The black adhesive materials behind the chalkboard panels in the classrooms of the building were found to contain 40% Chrysotile asbestos. The asbestos-containing chalkboard adhesive materials identified were noted to be in fair to good condition

and were assessed as being non-friable. It is estimated that there exists approximately 56 square feet of these materials in the above listed areas. *(Some chalkboards observed were nailed to the walls and may not have used asbestos-containing adhesive materials.)*

None of the other suspect building materials sampled and analyzed as part of this survey were found to contain asbestos.

The roof area of the building was not accessed during this survey. Any suspect materials associated with the roof area of the building should be considered asbestos-containing until sampling is conducted to ascertain or refute the presence of asbestos. Any visual assessment and/or sampling procedures should be conducted by properly trained and licensed personnel.

RECOMMENDATIONS

If the Client does not intend to renovate or demolish the building, the asbestos-containing materials associated with the building, should be managed in place. This in-place management should include such operations as repairing any damaged materials which are not removed as part of any renovation operations, protecting the remaining asbestos-containing materials from further damage, and developing a plan to periodically monitor the condition of the asbestos-containing materials. Notification of the presence of the materials should also be made to residents, employees and outside contractors so that they do not inadvertently disturb the remaining asbestos-containing materials.

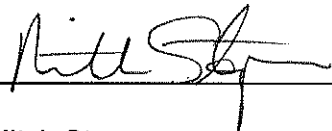
If repair, renovation or demolition operations which could disturb the asbestos-containing materials are to be conducted, it is recommended that the affected materials be removed. It is recommended that any removal of asbestos-containing materials associated with the structure be conducted by trained and licensed asbestos abatement personnel working under the requirements of the TDSHS Texas Asbestos Health Protection Rules. According to TDSHS Texas Asbestos Health Protection Rules, a removal project involving the removal of more than 160 square feet or 260 linear feet of asbestos-containing materials would need to be designed by a licensed Individual Asbestos Consultant. Air monitoring by a licensed third-party Air Monitor would be required during the actual removal work regardless of the size of the project. Terracon would be pleased to provide a proposal to provide these services.

At the present time, under the US EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) and the TDSHS regulations, roofing materials are considered Category I non-friable materials. Under the NESHAP regulations, as long as the roofing materials are assessed as non-friable and manual removal methods are utilized, these materials are not considered regulated materials and these regulations do not require that the materials be removed by licensed personnel.

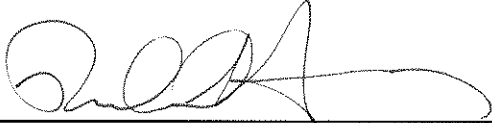
Disposal of roofing materials is also currently not a regulatory issue. The materials may be disposed of at any landfill which accepts general construction debris. At the present time, it would be recommended that the roofing contractor performing roof repairs/removal or the demolition contractor performing the building demolition be notified of the roofing materials that contain asbestos. The contractor would be responsible for assuring that the workforce precautions necessary under OSHA regulations are utilized. There should be no additional cost for removal of the asbestos-containing roofing materials at this time.

We appreciate the opportunity to provide asbestos-related environmental consulting services to you and look forward to working with you on future projects.

Respectfully Submitted,
TERRACON CONSULTANTS, INC.



Mitch Stogner
Individual Asbestos Consultant
TDSHS License Number 105648



Richard Ian Howes
Individual Asbestos Consultant
TDSHS License Number 105406

 For:

Kenneth Williamson
Asbestos Inspector
TDSHS License Number 600050

1.0 PROJECT OBJECTIVE

We understand this asbestos survey was requested due to the planned renovation/demolition operations of the building(s) / structure(s) on the site.

The Texas Department of State Health Services (TDSHS) regulates asbestos-related activities in the State of Texas. The TDSHS Texas Asbestos Health Protection Rules (TAHPR) require that a licensed Asbestos Inspector conduct an asbestos survey which conforms to generally accepted industry standards such as the protocol specified in 40 CFR Part 763.85, commonly referred to as the Asbestos Hazard Emergency Response Act (AHERA) and applies to schools. Other factors are taken into consideration when determining the best method to determine the location, extent and condition of Asbestos-Containing Building Materials (ACBMs) in a non-school building.

EPA regulation 40 CFR 61, Subpart M, National Emission Standards for Hazardous Air Pollutants (NESHAP), prohibits the release of asbestos fibers to the atmosphere during renovation or demolition activities. The asbestos NESHAP, which is enforced by the TDSHS, requires that prior to the commencement of demolition or renovation, that the facility or part of the facility affected be thoroughly inspected for the presence of both Friable (Regulated Asbestos-Containing Building Materials), and Non-Friable (Category I & II Asbestos-Containing Materials).

Terracon conducted a visual assessment of the building(s) / structure(s) to identify materials suspected of containing asbestos (suspect ACM) such as thermal system insulation, surfacing materials, and miscellaneous materials (e.g., floor tiles). Suspect materials were physically assessed for friability and evidence of damage or degradation. Samples of suspect ACM were collected for laboratory analysis. Bulk sample collection was conducted in accordance with the protocols outlined in the TDSHS TAHPR and/or USEPA 40 CFR 763.85, as applicable.

2.0 FIELD ACTIVITIES

The survey was conducted by Texas Department of State Health Services (TDSHS) licensed and Environmental Protection Agency accredited asbestos inspector(s) employed by Terracon. A copy of the asbestos inspector's license(s) is/are attached. The survey was conducted in general accordance with the sample collection protocols established in the TAHPR and/or EPA regulation 40 CFR 763 of the (AHERA), and/or per Client directives, as applicable. A summary of survey activities is provided below.

2.1 Visual Assessment

Our survey activities began with visual observation of the suspect building components to identify homogeneous areas of suspect ACM. A homogeneous area consists of building materials that appear similar throughout in terms of color, texture and date of application. The assessment was conducted throughout visually accessible areas of the structure. Building materials identified as concrete, glass, wood, masonry, metal or rubber were not considered suspect ACM.

2.2 Physical Assessment

A physical assessment of each homogeneous area of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the EPA as a material when dry may be crumbled, pulverized, or reduced to powder by hand pressure, and includes previously non-friable material after such previously non-friable material becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure. Friability was assessed by physically touching suspect materials.

2.3 Sample Collection

Based on results of the visual observation, bulk samples of suspect ACM were collected in general accordance with the sample collection protocols established in the TAHPR and/or EPA regulation 40 CFR 763 of the (AHERA), and/or per Client directives, as applicable. Random samples of suspect materials were collected in each homogeneous area. Sample team members collected bulk samples using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

2.4 Sample Analysis

Bulk samples were submitted under chain of custody to Omni Environmental, Inc., a National Voluntary Laboratory Accreditation Program (NVLAP) accredited and TDSHS licensed laboratory utilizing Polarized Light Microscopy (PLM) analysis protocol with dispersion staining techniques per EPA methodology (40 CFR 763, Subpart F). The percentage of asbestos, where applicable, was determined by microscopical visual estimation.

3.0 REGULATORY OVERVIEW

The asbestos NESHAP (40 CFR Part 61, Subpart M) regulates asbestos fiber emissions and asbestos waste disposal practices. It also requires the identification and classification of existing building materials prior to demolition or renovation activity. Under NESHAP, asbestos-containing building materials are classified as either friable, Category I non-friable or Category II non-friable ACM. Friable materials are those that, when dry, may be crumbled, pulverized or reduced to powder by hand pressure. Category I non-friable ACM includes packings, gaskets, resilient floor coverings and asphalt roofing products containing more than 1% asbestos. Category II non-friable ACM are any materials other than Category I materials that contain more than 1% asbestos.

Friable ACM, Category I and Category II non-friable ACM which is in poor condition and has become friable or which will be subjected to drilling, sanding, grinding, cutting or abrading and which could be crushed or pulverized during anticipated renovation or demolition activities are considered regulated ACM (RACM).

In the state of Texas, asbestos activities are regulated by the Texas Department of State Health Services (TDSHS) under the Texas Asbestos Health Protection Rules (TAHPR). The TAHPR require that any asbestos-related activity conducted in a public building be performed by personnel licensed by the TDSHS. Asbestos abatement must be preformed by TDSHS licensed Asbestos Abatement Contractors in accordance with a Project Design prepared by a TDSHS licensed Asbestos Consultant. Third-party air monitoring must be conducted during the abatement activities. Management Plans developed for the in-place management of asbestos-containing materials must be developed by a TDSHS-licensed Management Planner.

RACM must be removed prior to renovation or demolition activities which will disturb the materials. The owner or operator must provide the TDSHS with written notification of planned removal activities at least 10 working days prior to the commencement of asbestos abatement activities. Removal of RACM must be conducted by a State of Texas licensed Asbestos Abatement Contractor. In addition, third party air monitoring must be performed prior to, during, and following the abatement.

The OSHA Asbestos standard for construction (29 CFR 1926.1101) regulates workplace exposure to asbestos. The OSHA standard requires that employee exposure to airborne asbestos fibers be maintained below 0.1 asbestos fibers per cubic centimeter of air (0.1 f/cc). The OSHA standard classifies construction and maintenance activities which could disturb ACM, and specifies work practices and precautions which employers must follow when engaging in each class of regulated work. States which administer their own federally-approved state OSHA programs may require additional precautions.

4.0 GENERAL COMMENTS

This asbestos survey was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our survey of the structure. The information contained in this report is relevant to the date on which this survey was performed, and should not be relied upon to represent conditions at a later date. This report has been prepared on behalf of and exclusively for use by the client for specific application to their project as discussed. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied is made.

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BULK SAMPLE LOG AND RESULTS							
INSPECTOR: Kenneth Williamson		DATE: July 22, 2009	PROJECT NAME: Former West End School - 1301 W. 4 th Street, Taylor, Texas		PROJECT NUMBER: 96097256		
SAMPLE NO.	TYPE OF MATERIAL	HOMOGENEOUS AREA	LOCATION OF SAMPLE	NON-FRIABLE/FRIABLE	CONDITION	QUANTITY	ASBESTOS CONTENT
WE-01	Hard Plaster/Stucco – White top coat on light brown scratch coat	Original walls throughout	1 st Floor – Center Hall, southwest corner wall	Non-Friable	Poor	N/A	None Detected
WE-02	Hard Plaster/Stucco – White top coat on light brown scratch coat	Original walls throughout	1 st Floor – Center Hall, southeast corner wall	Non-Friable	Poor	N/A	None Detected
WE-03	Hard Plaster/Stucco – White top coat on light brown scratch coat	Original walls throughout	2 nd Floor – Northwest Classroom, southeast corner wall	Non-Friable	Poor	N/A	None Detected
WE-04	Hard Plaster/Stucco – White top coat on light brown scratch coat	Original ceilings throughout	2 nd Floor – Northwest Classroom, ceiling, northwest corner	Non-Friable	Good	N/A	None Detected
WE-05	Hard Plaster/Stucco – White top coat on light brown scratch coat	Original ceilings throughout	2 nd Floor – Southwest Classroom, ceiling, southwest corner	Non-Friable	Good	N/A	None Detected
WE-06	Hard Plaster/Stucco – White top coat on light brown scratch coat	Original ceilings throughout	2 nd Floor – Northeast Classroom, ceiling, northeast corner	Non-Friable	Good	N/A	None Detected
WE-07	Chalkboard Panels – Black and green	Classrooms throughout	1 st Floor – Northeast Classroom, south side, central	Non-Friable	Fair	~ 672 sq. ft. (56 panels)	60% Chrysotile
WE-08	Chalkboard Panels – Black and green	Classrooms throughout	2 nd Floor – Northeast Classroom, northwest corner	Non-Friable	Fair	See WE-07	60% Chrysotile

BULK SAMPLE LOG AND RESULTS							
INSPECTOR: Kenneth Williamson		DATE: July 22, 2009	PROJECT NAME: Former West End School - 1301 W. 4 th Street, Taylor, Texas		PROJECT NUMBER: 96097256		
SAMPLE NO.	TYPE OF MATERIAL	HOMOGENEOUS AREA	LOCATION OF SAMPLE	NON-FRIABLE/FRIABLE	CONDITION	QUANTITY	ASBESTOS CONTENT
WE-09	Chalkboard Panels – Black and green	Classrooms throughout	2 nd Floor – Northwest Classroom, south side, central	Non-Friable	Fair	See WE-07	60% Chrysotile
WE-10	Drywall Construction – White with medium texture	2 nd Floor – Wall between Southeast Classroom and Southwest Classroom	2 nd Floor – Southeast Classroom, west wall, north end	Non-Friable	Poor	~ 480 sq. ft.	2% Chrysotile
WE-11	Drywall Construction – White with medium texture	2 nd Floor – Wall between Southeast Classroom and Southwest Classroom	2 nd Floor – Southeast Classroom, west wall, south end	Non-Friable	Poor	See WE-10	2% Chrysotile
WE-12	Drywall Construction – White with medium texture	2 nd Floor – Wall between Southeast Classroom and Southwest Classroom	2 nd Floor – Southwest Classroom, east wall, north end	Non-Friable	Poor	See WE-10	2% Chrysotile
WE-13	Resilient Floor Tile – 9" x 9", Brown with black mastic	2 nd Floor – East Center Room and West Center Room, above Stairwells	2 nd Floor – East Center Room, southwest corner	Non-Friable	Good	~ 200 sq. ft.	2% Chrysotile in the tile 2% Chrysotile in the mastic
WE-14	Resilient Floor Tile – 9" x 9", Brown with black mastic	2 nd Floor – East Center Room and West Center Room, above Stairwells	2 nd Floor – East Center Room, east side, central	Non-Friable	Good	See WE-13	2% Chrysotile in the tile 2% Chrysotile in the mastic

BULK SAMPLE LOG AND RESULTS							
INSPECTOR: Kenneth Williamson		DATE: July 22, 2009	PROJECT NAME: Former West End School - 1301 W. 4 th Street, Taylor, Texas		PROJECT NUMBER: 96097256		
SAMPLE NO.	TYPE OF MATERIAL	HOMOGENEOUS AREA	LOCATION OF SAMPLE	NON-FRIABLE/FRIABLE	CONDITION	QUANTITY	ASBESTOS CONTENT
WE-15	Resilient Floor Tile – 9" x 9", Brown with black mastic	2 nd Floor – East Center Room and West Center Room, above Stairwells	2 nd Floor – West Center Room, southeast corner	Non-Friable	Good	See WE-13	2% Chrysotile in the tile 2% Chrysotile in the mastic
WE-16	Window Glazing Compound - White	1 st Floor - Small corner windows, windows in Northeast Classroom and Northwest Classroom; 2 nd Floor – Small corner windows	1 st Floor – Northwest Classroom, east-central window	Friable	Poor	~ 15 sq. ft. (15 windows)	2% Chrysotile
WE-17	Window Glazing Compound - White	1 st Floor - Small corner windows, windows in Northeast Classroom and Northwest Classroom; 2 nd Floor – Small corner windows	1 st Floor – Northwest Classroom, west window	Friable	Poor	See WE-16	2% Chrysotile
WE-18	Window Glazing Compound - White	1 st Floor - Small corner windows, windows in Northeast Classroom and Northwest Classroom; 2 nd Floor – Small corner windows	2 nd Floor – Southwest Classroom, southwest small corner window	Friable	Poor	See WE-16	2% Chrysotile
WE-19	Thermal System Insulation Debris - White	1 st Floor – Boiler Room, on Boiler piping and floor around Boiler	1 st Floor – Boiler Room, pipe on top of Boiler	Friable	Poor	~ 100 sq. ft.	60% Chrysotile

BULK SAMPLE LOG AND RESULTS							
INSPECTOR: Kenneth Williamson		DATE: July 22, 2009	PROJECT NAME: Former West End School - 1301 W. 4 th Street, Taylor, Texas		PROJECT NUMBER: 96097256		
SAMPLE NO.	TYPE OF MATERIAL	HOMOGENEOUS AREA	LOCATION OF SAMPLE	NON-FRIABLE/FRIABLE	CONDITION	QUANTITY	ASBESTOS CONTENT
WE-20	Thermal System Insulation Debris - White	1 st Floor – Boiler Room, on Boiler piping and floor around Boiler	1 st Floor – Boiler Room, on floor at north end of Boiler	Friable	Poor	See WE-19	60% Chrysotile
WE-21	Thermal System Insulation Debris - White	1 st Floor – Boiler Room, on Boiler piping and floor around Boiler	1 st Floor – Boiler Room, on floor at south end of Boiler	Friable	Poor	See WE-19	60% Chrysotile
WE-22	Chalkboard Panel Adhesive - Black	Various chalkboard panels throughout	1 st Floor – Northeast Classroom, west wall, north end	Non-Friable	Good	~ 56 sq. ft.	40% Chrysotile
WE-23	Chalkboard Panel Adhesive - Black	Various chalkboard panels throughout	2 nd Floor – Northeast Classroom, west wall, south end	Non-Friable	Good	See WE-22	40% Chrysotile
WE-24	Chalkboard Panel Adhesive - Black	Various chalkboard panels throughout	2 nd Floor – Northeast Classroom, west wall, north end	Non-Friable	Good	See WE-22	40% Chrysotile
WE-25	Boiler Brick – Brown, cementitious	1 st Floor – Boiler Room, bottom of Boiler	1 st Floor – Boiler Room, bottom of Boiler, central	Non-Friable	Poor	N/A	None Detected
WE-26	Boiler Brick – Brown, cementitious	1 st Floor – Boiler Room, bottom of Boiler	1 st Floor – Boiler Room, bottom of Boiler, central	Non-Friable	Poor	N/A	None Detected
WE-27	Boiler Brick – Brown, cementitious	1 st Floor – Boiler Room, bottom of Boiler	1 st Floor – Boiler Room, bottom of Boiler, central	Non-Friable	Poor	N/A	None Detected

SAMPLE SUMMARY REPORT

Omni Environmental, Inc.

2101 Donley Drive Suite B-100

Austin, TX 78758

(512) 258-9114

NVLAP # 102061

TDSHS Lab License 30-0087

Client Name: Terracon

Contact Name: Mitch Stogner

Client Project Number: 96097256

Lab Project #: 208686

Client Sample Number	Lab Sample Number	Asbestos Type and %	Asbestos Content by Layer	
WE-01	502358	NAD		
WE-02	502359	NAD		
WE-03	502360	NAD		
WE-04	502361	NAD		
WE-05	502362	NAD		
WE-06	502363	NAD		
WE-07	502364	Chry 60%		
WE-08	502365	Chry 60%		
WE-09	502366	Chry 60%		
WE-10	502367	Chry <1%	2% Chrysotile detected in	layer beneath Paint
WE-11	502368	Chry <1%	2% Chrysotile detected in	layer beneath Paint
WE-12	502369	Chry <1%	2% Chrysotile detected in	layer beneath Paint
WE-13	502370	Chry 5%	2% Chrysotile detected in Floor Tile	2% Chrysotile detected in Tar
WE-14	502371	Chry 5%	2% Chrysotile detected in Floor Tile	2% Chrysotile detected in Tar
WE-15	502372	Chry 5%	2% Chrysotile detected in Floor Tile	2% Chrysotile detected in Tar
WE-16	502373	Chry 2%		
WE-17	502374	Chry 2%		
WE-18	502375	Chry 2%		
WE-19	502376	Chry 60%		
WE-20	502377	Chry 60%		
WE-21	502378	Chry 60%		
WE-22	502379	Chry 40%		
WE-23	502380	Chry 40%		
WE-24	502381	Chry 40%		
WE-25	502382	NAD		
WE-26	502383	NAD		
WE-27	502384	NAD		

This report is only a summary. For complete information on each sample see the Bulk Sample Analysis Report.
Note that NAD means that No Asbestos was Detected in the sample or layer.

BULK SAMPLE ANALYSIS REPORT

Omni Environmental, Inc.

2101 Donley Drive Suite B-100

Austin, TX 78758

(512) 258-9114

NVLAP # 102061

TDSHS Lab License 30-0087

August 3, 2009

Mitch Stogner

Terracon

5307 Industrial Oaks Blvd. Ste. 160

Austin, TX 78735

Dear Mr. Stogner:

Please find enclosed the bulk sample analytical results for the following project:

Client Project #:	96097256	Lab Project #:	208686
Date Received:	7/27/2009	Received By:	Monika Enriquez
Delivery Agency:	Austin Professional Couriers	Name/Tracking #:	788158
Date Logged:	7/28/2009	Logged in by:	Colleen Quindlen, M.S.
Analysis Completed:	8/3/2009	Samples in Project:	27

The following procedures were used in sample analysis unless otherwise noted.

ANALYTICAL METHOD: EPA Method for the Determination of Asbestos in Bulk Building Materials (EPA 600/R-93/116) or EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020), as applicable.

Percentages are visual estimates based on sample volume. Limit of Detection: <1%. Limit of Quantification: 1%.

Negative results of resinously bound materials such as roofing material or floor tile may be inconclusive. NAD means No Asbestos was Detected in the sample or layer. The term texturizer (where applicable) may include wall texturizing, tape and bed, and/or joint compound. This report relates only to the item tested. It may not be used to claim product endorsement by NVLAP or any agency of the federal government. This report may not be reproduced, except in full, without the expressed written consent of laboratory management. Subsamples of layers or other inhomogeneities were analyzed separately and their results combined in proportion to the quantity of each layer to obtain quantitative results for the sample as a whole. All samples are stored for 1 month from the original analysis date before being disposed of.

Please call us if you have any questions regarding this report

Thank you for your business.

Sincerely,

Steve Griffin

Steve Griffin, Lab Manager

Digitally signed by Steve Griffin

DN: cn=Steve Griffin, o=Omni Environmental, Inc, ou,

email=steve@omnienv.com, c=US

Date: 2009.08.03 10:56:16 -05'00'

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 208686 Lab Sample #: 502358 Color: White
Client Project #: 96097256 Characterization: Heterogeneous, Non-Fibrous
Client Sample #: WE-01 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 70 %
Amosite		Paint 10 %
Crocidolite		Aggregate 20 %
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 208686 Lab Sample #: 502359 Color: White
Client Project #: 96097256 Characterization: Heterogeneous, Non-Fibrous
Client Sample #: WE-02 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 70 %
Amosite		Paint 10 %
Crocidolite		Aggregate 20 %
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 208686 Lab Sample #: 502360 Color: White
Client Project #: 96097256 Characterization: Heterogeneous, Non-Fibrous
Client Sample #: WE-03 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 70 %
Amosite		Paint 10 %
Crocidolite		Aggregate 20 %
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 208686 Lab Sample #: 502361 Color: White
Client Project #: 96097256 Characterization: Heterogeneous, Non-Fibrous
Client Sample #: WE-04 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 40 %
Amosite		Paint 10 %
Crocidolite		Aggregate 50 %
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 208686 Lab Sample #: 502362 Color: White
Client Project #: 96097256 Characterization: Homogeneous, Non-Fibrous
Client Sample #: WE-05 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez QC'd By: Steve Griffin
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 50 %
Amosite		Aggregate 50 %
Crocidolite		
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 208686 Lab Sample #: 502363 Color: White
Client Project #: 96097256 Characterization: Homogeneous, Non-Fibrous
Client Sample #: WE-06 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 48 %
Amosite		Paint 2 %
Crocidolite		Aggregate 50 %
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 208686
Client Project #: 96097256
Client Sample #: WE-07
Analyst: Monika Enriquez
Comments:

Lab Sample #: 502364

Color: Gray
Characterization: Homogeneous, Fibrous
Date Analyzed: 8/2/2009

ASBESTOS COMPONENTS
Chrysotile 60 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: 60 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS
Filler/Binder 38 %
Tar 2 %

Non-Fibrous Total: 40 %

SAMPLE LAYER DETAILS

Lab Project #: 208686
Client Project #: 96097256
Client Sample #: WE-08
Analyst: Monika Enriquez
Comments:

Lab Sample #: 502365

Color: Gray
Characterization: Homogeneous, Fibrous
Date Analyzed: 8/2/2009

ASBESTOS COMPONENTS
Chrysotile 60 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: 60 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS
Filler/Binder 36 %
Tar 2 %
Paint 2 %
Non-Fibrous Total: 40 %

SAMPLE LAYER DETAILS

Lab Project #: 208686
Client Project #: 96097256
Client Sample #: WE-09
Analyst: Monika Enriquez
Comments:

Lab Sample #: 502366

Color: Gray
Characterization: Homogeneous, Fibrous
Date Analyzed: 8/2/2009

ASBESTOS COMPONENTS
Chrysotile 60 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite
Asbestos Total: 60 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS
Filler/Binder 38 %
Tar 2 %

Non-Fibrous Total: 40 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 208686 Lab Sample #: 502367 Color: Green
Client Project #: 96097256 Characterization: Homogeneous, Fibrous
Client Sample #: WE-10 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	<1 %	Cellulose	10 %	Filler/Binder	88 %
Amosite				Paint	2 %
Crocidolite					
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	<1 %	Fibrous Total:	10 %	Non-Fibrous Total:	90 %

SAMPLE LAYER DETAILS

Layer 1: 2% Chrysotile detected in layer beneath Paint.

Lab Project #: 208686 Lab Sample #: 502368 Color: Green
Client Project #: 96097256 Characterization: Homogeneous, Fibrous
Client Sample #: WE-11 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez QC'd By: Steve Griffin
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	<1 %	Cellulose	50 %	Filler/Binder	48 %
Amosite				Paint	2 %
Crocidolite					
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	<1 %	Fibrous Total:	50 %	Non-Fibrous Total:	50 %

SAMPLE LAYER DETAILS

Layer 1: 2% Chrysotile detected in layer beneath Paint.

Lab Project #: 208686 Lab Sample #: 502369 Color: Green
Client Project #: 96097256 Characterization: Homogeneous, Fibrous
Client Sample #: WE-12 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez QC'd By: Steve Griffin
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	<1 %	Cellulose	50 %	Filler/Binder	48 %
Amosite				Paint	2 %
Crocidolite					
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	<1 %	Fibrous Total:	50 %	Non-Fibrous Total:	50 %

SAMPLE LAYER DETAILS

Layer 1: 2% Chrysotile detected in layer beneath Paint.

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 208686 Lab Sample #: 502370 Color: Tan
Client Project #: 96097256 Characterization: Heterogeneous, Non-Fibrous
Client Sample #: WE-13 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	5 %		Filler/Binder 63 %
Amosite			Tar 2 %
Crocidolite			Aggregate 30 %
Tremolite			
Actinolite			
Anthophyllite			
Asbestos Total:	5 %	Fibrous Total:	Non-Fibrous Total: 95 %

SAMPLE LAYER DETAILS

Layer 1: 2% Chrysotile detected in Floor Tile.
Layer 2: 2% Chrysotile detected in Tar.

Lab Project #: 208686 Lab Sample #: 502371 Color: Tan
Client Project #: 96097256 Characterization: Heterogeneous, Non-Fibrous
Client Sample #: WE-14 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	5 %		Filler/Binder 63 %
Amosite			Tar 2 %
Crocidolite			Aggregate 30 %
Tremolite			
Actinolite			
Anthophyllite			
Asbestos Total:	5 %	Fibrous Total:	Non-Fibrous Total: 95 %

SAMPLE LAYER DETAILS

Layer 1: 2% Chrysotile detected in Floor Tile.
Layer 2: 2% Chrysotile detected in Tar.

Lab Project #: 208686 Lab Sample #: 502372 Color: Tan
Client Project #: 96097256 Characterization: Heterogeneous, Non-Fibrous
Client Sample #: WE-15 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	5 %		Filler/Binder 63 %
Amosite			Tar 2 %
Crocidolite			Aggregate 30 %
Tremolite			
Actinolite			
Anthophyllite			
Asbestos Total:	5 %	Fibrous Total:	Non-Fibrous Total: 95 %

SAMPLE LAYER DETAILS

Layer 1: 2% Chrysotile detected in Floor Tile.
Layer 2: 2% Chrysotile detected in Tar.

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 208686
Client Project #: 96097256
Client Sample #: WE-16
Analyst: Monika Enriquez
Comments:

Lab Sample #: 502373

Color: Gray
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 8/2/2009

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	2 %		Filler/Binder 98 %
Amosite			
Crocidolite			
Tremolite			
Actinolite			
Anthophyllite			
Asbestos Total:	2 %	Fibrous Total:	Non-Fibrous Total: 98 %

SAMPLE LAYER DETAILS

Lab Project #: 208686
Client Project #: 96097256
Client Sample #: WE-17
Analyst: Monika Enriquez
Comments:

Lab Sample #: 502374

Color: Gray
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 8/2/2009

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	2 %		Filler/Binder 98 %
Amosite			
Crocidolite			
Tremolite			
Actinolite			
Anthophyllite			
Asbestos Total:	2 %	Fibrous Total:	Non-Fibrous Total: 98 %

SAMPLE LAYER DETAILS

Lab Project #: 208686
Client Project #: 96097256
Client Sample #: WE-18
Analyst: Monika Enriquez
Comments:

Lab Sample #: 502375

Color: Gray
Characterization: Homogeneous, Non-Fibrous
Date Analyzed: 8/2/2009

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	2 %		Filler/Binder 98 %
Amosite			
Crocidolite			
Tremolite			
Actinolite			
Anthophyllite			
Asbestos Total:	2 %	Fibrous Total:	Non-Fibrous Total: 98 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 208686 Lab Sample #: 502376 Color: Gray
Client Project #: 96097256 Characterization: Homogeneous, Fibrous
Client Sample #: WE-19 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile 60 %		Filler/Binder 40 %
Amosite		
Crocidolite		
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: 60 %	Fibrous Total:	Non-Fibrous Total: 40 %

SAMPLE LAYER DETAILS

Lab Project #: 208686 Lab Sample #: 502377 Color: Gray
Client Project #: 96097256 Characterization: Homogeneous, Fibrous
Client Sample #: WE-20 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile 60 %		Filler/Binder 40 %
Amosite		
Crocidolite		
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: 60 %	Fibrous Total:	Non-Fibrous Total: 40 %

SAMPLE LAYER DETAILS

Lab Project #: 208686 Lab Sample #: 502378 Color: Gray
Client Project #: 96097256 Characterization: Homogeneous, Fibrous
Client Sample #: WE-21 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile 60 %		Filler/Binder 40 %
Amosite		
Crocidolite		
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: 60 %	Fibrous Total:	Non-Fibrous Total: 40 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 208686
Client Project #: 96097256
Client Sample #: WE-22
Analyst: Monika Enriquez
Comments:

Lab Sample #: 502379

Color: Black
Characterization: Heterogeneous, Fibrous
Date Analyzed: 8/2/2009

ASBESTOS COMPONENTS

Chrysotile 40 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite

Asbestos Total: 40 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder
Tar 60 %

Non-Fibrous Total: 60 %

SAMPLE LAYER DETAILS

Lab Project #: 208686
Client Project #: 96097256
Client Sample #: WE-23
Analyst: Monika Enriquez
Comments:

Lab Sample #: 502380

Color: Black
Characterization: Heterogeneous, Fibrous
Date Analyzed: 8/2/2009

ASBESTOS COMPONENTS

Chrysotile 40 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite

Asbestos Total: 40 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder
Tar 60 %

Non-Fibrous Total: 60 %

SAMPLE LAYER DETAILS

Lab Project #: 208686
Client Project #: 96097256
Client Sample #: WE-24
Analyst: Monika Enriquez
Comments:

Lab Sample #: 502381

Color: Black
Characterization: Heterogeneous, Fibrous
Date Analyzed: 8/2/2009

ASBESTOS COMPONENTS

Chrysotile 40 %
Amosite
Crocidolite
Tremolite
Actinolite
Anthophyllite

Asbestos Total: 40 %

FIBROUS COMPONENTS

Fibrous Total:

NON-FIBROUS COMPONENTS

Filler/Binder
Tar 60 %

Non-Fibrous Total: 60 %

SAMPLE LAYER DETAILS

BULK SAMPLE ANALYSIS REPORT

Lab Project #: 208686 Lab Sample #: 502382 Color: White
Client Project #: 96097256 Characterization: Homogeneous, Non-Fibrous
Client Sample #: WE-25 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 70 %
Amosite		Aggregate 30 %
Crocidolite		
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 208686 Lab Sample #: 502383 Color: White
Client Project #: 96097256 Characterization: Homogeneous, Non-Fibrous
Client Sample #: WE-26 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 70 %
Amosite		Aggregate 30 %
Crocidolite		
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

Lab Project #: 208686 Lab Sample #: 502384 Color: White
Client Project #: 96097256 Characterization: Homogeneous, Non-Fibrous
Client Sample #: WE-27 Date Analyzed: 8/2/2009
Analyst: Monika Enriquez
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 70 %
Amosite		Aggregate 30 %
Crocidolite		
Tremolite		
Actinolite		
Anthophyllite		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

SAMPLE LAYER DETAILS

OMNI ENVIRONMENTAL, INC.
2101 Donley Drive, Suite B-100
Austin, Texas 78758
(512) 258-9114 / (512) 258-9115 Fax

BULK ASBESTOS SAMPLE CHAIN OF CUSTODY

Client Name: Terracon **Contact Person:** Mitch Stogner *Plus copy to Katie Ramirez

Address: 5307 Industrial Oaks Boulevard, Suite 160, Austin, TX - 78735

Phone Number: (512) 442-1122 **Fax Number:** (512) 442-1181

Email Address: mwstogner@terracon.com and kdramirez@terracon.com

Delivered By: Courier – APC **Date Delivered:** 07-27-09

Project Name / Number: Former West End School / 96097256

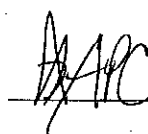
Number of Samples: Twenty-Seven (27)

Notes: Invoice Terracon for these samples.

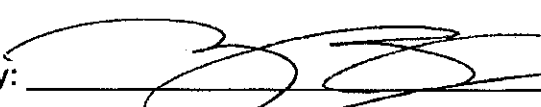
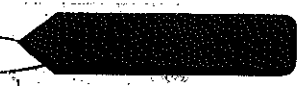
Sample ID #	Sample ID #	Sample ID #	Sample ID #	Sample ID #
WE-01				
Through				
WE-27				

Samples Released By: Glenn Shrode to APC **Date:** 07-27-09



 788158

LABORATORY USE ONLY

Samples Received by:  

Date: 7/27/09 **Time:** 11:53

Payment received: _____

208686



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

TERRACON CONSULTANTS, INC

is certified to perform as a

Asbestos Consultant Agency

in the State of Texas within the purview of Texas Occupations Code, chapter 1954, so long as this license is not suspended or revoked and is renewed according to the rules adopted by the Texas Board of Health.

A handwritten signature in cursive script, appearing to read "David Lakey MD".

DAVID LAKEY, M.D.
COMMISSIONER OF HEALTH

License Number: 100157

Control Number: 96165

Expiration Date: 11/30/2010

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE



TEXAS
Department of
State Health Services

Control No:

92113*

Department of State Health Services certifies that:

RICHARD I HOWES

Is Licensed as an:

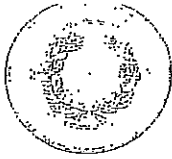
Individual Asbestos Consultant

License Number: 105406

From: 03/22/2006

To: 03/21/2008





TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TTY: 1-800-735-2989

APRIL 24, 2008

RICHARD HOWES
2501 SPRING CREEK
AUSTIN, TX 78704

This is to verify that the individual shown below holds a valid credential to practice as an ASBESTOS INDIVIDUAL CONSULTANT in the State of Texas.

NAME: RICHARD HOWES
LICENSE TYPE: ASBESTOS INDIVIDUAL CONSULTANT
LICENSE NUMBER: 105406
CONTROL NUMBER: 95604
EXPIRATION DATE: 3/21/2010

If you have any questions, please contact us by phone at 512-834-6600, by fax at 512/834-6614. We encourage you to visit our website at <http://www.dshs.state.tx.us> for frequently updated information, including rules, laws, publications and forms. You may also verify a credential through this website.

Environmental & Sanitation Licensing Group



TEXAS
Department of
State Health Services

Control No:
95516

Department of State Health Services certifies that:

MITCH STOGER

is Licensed as an:

Asbestos Individual Consultant

License Number: 105648

Expiration Date: 12/26/2009





TEXAS
Department of
State Health Services

Control No:
92737

Department of State Health Services certifies that:

KENNETH L WILLIAMSON

is Licensed as an:

Asbestos Inspector



License Number: 600050

From: 05/08/2006

To: 05/07/2008



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TTY: 1-800-735-2989

MAY 13, 2008

KENNETH WILLIAMSON
1111 DUNSTAN DR
AUSTIN, TX 78745

This is to verify that the individual shown below holds a valid credential to practice as an ASBESTOS INSPECTOR in the State of Texas.

NAME: KENNETH WILLIAMSON
LICENSE TYPE: ASBESTOS INSPECTOR
LICENSE NUMBER: 600050
CONTROL NUMBER: 95771
EXPIRATION DATE: 5/7/2010

If you have any questions, please contact us by phone at 512-834-6600, by fax at 512/834-6614. We encourage you to visit our website at <http://www.dshs.state.tx.us> for frequently updated information, including rules, laws, publications and forms. You may also verify a credential through this website.

Environmental & Sanitation Licensing Group



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

OMNI ENVIRONMENTAL INC

is certified to perform as a

Asbestos Laboratory PLM

in the State of Texas within the purview of Texas Occupations Code, chapter 1954, so long as this license is not suspended or revoked and is renewed according to the rules adopted by the Texas Board of Health.

A handwritten signature in cursive script, appearing to read "David Lakey MD".

DAVID LAKEY, M.D.
COMMISSIONER OF HEALTH

License Number: 300087

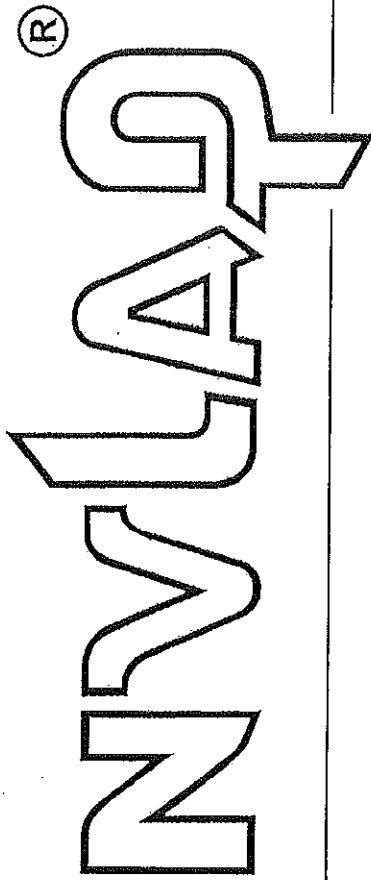
Control Number: 95569

Expiration Date: 6/15/2011

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 102061-0

Omni Environmental, Inc.
Austin, TX

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

BULK ASBESTOS FIBER ANALYSIS

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).

2009-07-01 through 2010-06-30

Effective dates



Dolly S. Bruce
For the National Institute of Standards and Technology

SUMMARY

WEST END SCHOOL PUBLIC MEETING

JUNE 24, 2014, 6:30 P.M., 307 FERGUSON STREET (REGLUE BUILDING)

Purpose of the meeting

Receive comments and opinions of what people thought should happen to the 1920 West End School (property and the building).

Number public in attendance:

23

Also in attendance:

Council Members Hill, Rydell, Gonzales, and Green.

Interim City Manager Jeff Straub

Public Information Officer, Jean Johnson

City Clerk, Susan Brock

Director of Planning and Development, Bob van Til

Administrative Assistant, Carrie Orts

Comments received:

Verbal responses at the meeting:

- Parking problem (possible, for future uses)
- High end condo's only
- No affordable housing
- Youth venue/use for youth
- Historical marker – maintain or raise value (of the building)
- Pocket park with fantastic amenities; skate park
- Basket ball court – heavy use – keep
- Use the building for overflow for the ISD – educational use
- Trade school
- (Ensure) positive impact on property taxes in the neighborhood and city wide
- Mixed use: residential on second floor; commercial on first floor; incubator for new businesses.

Written (eight handed in at the meeting):

I would like to let you know what I think should happen to this property. My opinions are:

1. Keep the old building and the City renovate it for:
 - a. Boys and Girls club (2 X); no low end housing, no more junk; No;
 - b. School,
 - c. Senior center
 - d. Small events center
 - e. Activity center/youth center
 - f. Housing for young professionals
 - g.

2. Demolish the building and build:
 - a. Make a pocket park with water (7X);
 - b. No, don't demolish it
 - c. Expand Head Start
 - d. Skate park
 - e. Community Events Center
 - f. Boys and Girls Club
 - g. Boy and Girl Scout Center
 - h. Splash Pad
3. Let the private sector redevelop the property. My suggested uses are:
 - a. Apartment/store to small business;
 - b. High end condominiums (2X); test market to see if value is in property; private housing; private housing – get it back on the tax rolls;
 - c. mixed use – housing above offices or shops below
 - d. Generate tax revenue; send out RFQ and test market; mixed use of retail/housing; mixed use.
 - e. Raise property values; no low income housing
 - f. Encourage more rehab in surrounding neighborhoods; enhance value to the neighborhood;
 - g. Clothing store
 - h. Affordable housing
 - i. High end condos/lofts
 - j. Temple College
4. I have a different idea. I think this is what should happen to the property:
 - a. City park – see drawing;
 - b. Use the proceeds from the sale of the 7th Street campus and fix up west End School and move the services in the 7th Street Campus to West End School
 - c. Mixed use residential above artisan stores or studios;

Miscellaneous written comments:

- Health club
- Plants
- Civic club
- Support of ex. Neighborhood
- Keeping the building is not feasible given the building condition

Drawn (one from the meeting):

- Shows: remove the building and build a park with a toddler pool, seating, and skate park, and on the site of the WBCO play ground the Reglue Building build a gazebo for community activities.

Observation:

From all the comments received, it appeared that the option of low to moderate income housing was the least preferable.



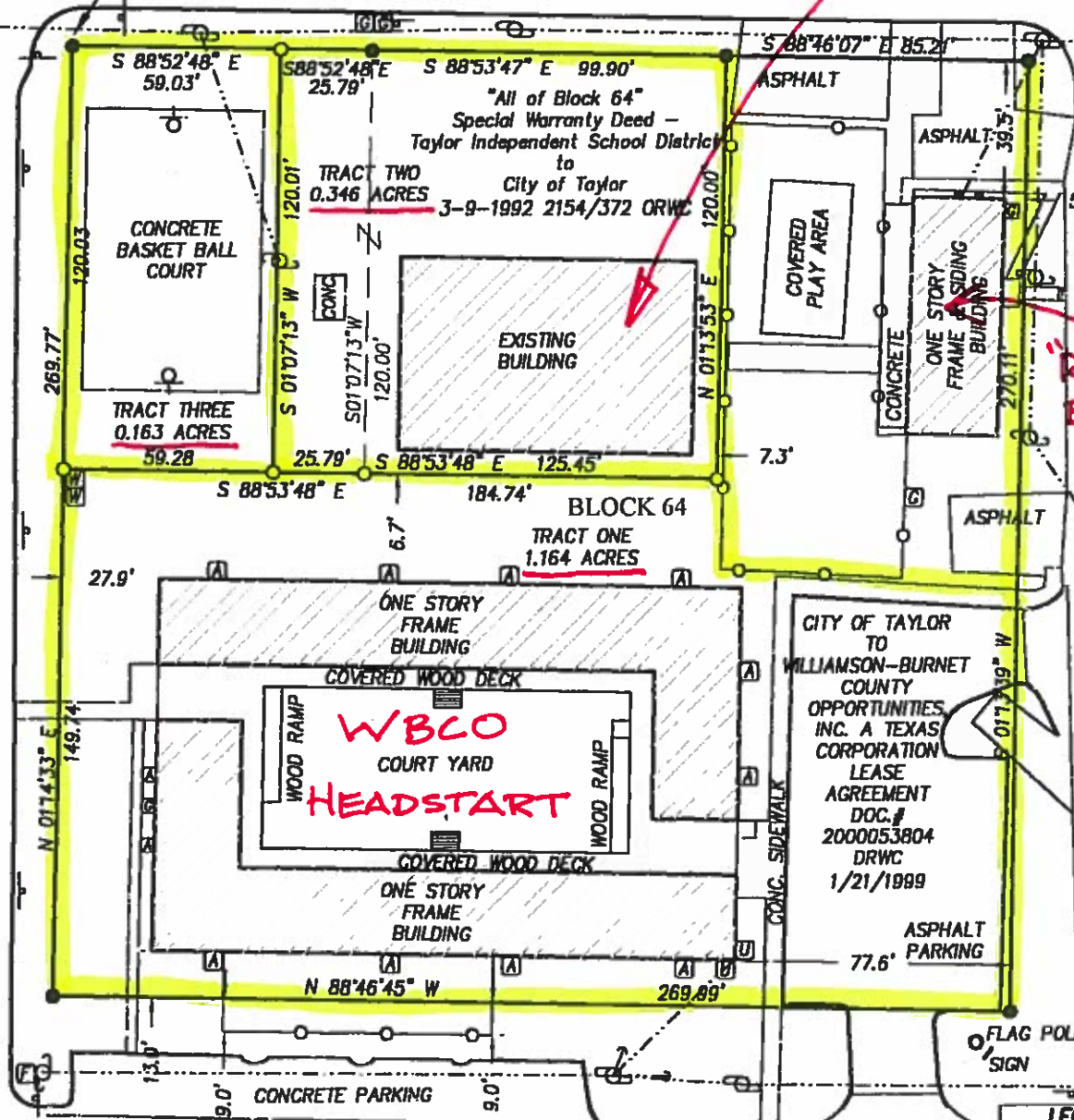
POB TR. 3
POC TR. 1 & TR. 2

FOURTH STREET

WEST END
SCHOOL

VERNON STREET

FERGUSON STREET



"REGLUE"
BUILDING

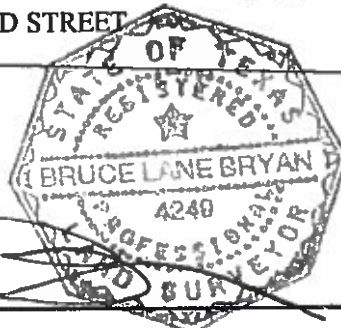
WBLO
COURT YARD
HEADSTART

LEGEND:

- IRON ROD FOUND
- IRON ROD SET
- ⊗ WATER METER
- ⊙ GAS METER
- ⊕ UTILITY
- ⊖ POWER POLE
- ⊗ FIRE HYDRANT
- ⊙ A/C UNIT
- SIGN
- OVERHEAD ELECTRIC
- CHAIN LINK FENCE

Bearings and coordinates reflected hereon are based upon City of Taylor H.A.R.N. (high accuracy reference network) and are based on Texas State Plane Coordinate System (Central Zone 4203).

THIRD STREET



THIS IS TO CERTIFY THAT, ON THIS DATE, A TRUE AND ACCURATE SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION OF PROPERTY LOCATED AT FERGUSON STREET & THIRD STREET IN WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS: BEING PORTIONS OF BLOCK 64, OF THE DOAKS ADDITION, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 56, PAGE 483 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

FLOOD NOTE:

THE PROPERTY DEPICTED HEREON IS / IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY: THE FLOOD AREA BEING IDENTIFIED ON F. I. R. M. PANEL NO. 48453 C0295E EFFECTIVE 6-16-93 LOCATED IN ZONE "X".

TO: CITY OF TAYLOR

RE: FERGUSON STREET & THIRD STREET, PROJ. NO. 05-846

SURVEYORS CERTIFICATE

THE PLAT SHOWN HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

DATE: DECEMBER 27, 2005

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NOTE: THIS TRACT IS SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHT TO CREATE ADDITIONAL PUBLIC UTILITY EASEMENTS, IF ANY, ACROSS SUBJECT PROPERTY AS SHOWN IN VOLUME 56, PAGE 483 DRWC.

NOTE: NO TITLE COMMITMENT SUPPLIED OR REVIEWED FOR THIS PROJECT. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.

BRYAN TECHNICAL SERVICES, INC.
P. O. BOX 1371
TAYLOR, TEXAS 76574
512-365-2524
512-365-2526 (Fax)
surveying@austin.rr.com



***City Council Meeting
October 27, 2016
Agenda Item Transmittal***

Agenda Item #: 13

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

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

Initiating Department: City Council

Staff Contact: Mayor

1. INTRODUCTION/PURPOSE

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

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

13a. [Continuous list of items](#)

Topics still to be addressed:

Ancira:

- joint meetings or workshop with the TEDC- (Nov. 4, 7:00 am).
- Investigate possibility of Public Improvement Districts (PID)
- Update on Retail Study done by Retail Coach in 2012/2013
- Proposed Projects timeline (Nov. 10)
- Update on code enforcement approach and process (Nov. 10)

Garcia:

- Update on animal control positions
- Update on skatepark
- Mosquito control efforts (Oct. 27)

Gonzales:

- a city facilities assessment
- Cemetery streets
- TEDC Board member issue for continued discussion prior to next year appts.
- Review staffing needs after January
- Charter review

Lopez:

- Update on Robinson Park/Givens Center grant
- Future Land Use update (January 12)
- MDUS Project update to include Mr. Hill's sites on 4th Street RR, Mariposa, Mustang and Mockingbird Lane
- Update on code enforcement plan/process (Nov. 10)

Rydell:

- Developing historic preservation ordinances
- Curbside recycling options (Nov. 10)