



AGENDA

CITY OF TAYLOR, TEXAS CITY COUNCIL MEETING

CITY HALL, COUNCIL CHAMBERS, 400 PORTER STREET
JUNE 13, 2024, 6:00 PM

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

- Flag Day proclamation

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. Public comments are limited to 3 minutes.)

CONSENT AGENDA

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

1. Approve minutes from the May 23, 2024 regular Council Meeting. *Dianna McLean*
2. Concur with Monthly Financial Report for April 2024. *Jeff Wood*
3. Consider Change Order 1 to the Taylor Municipal Airport New Fuel Facility construction contract with Gage and Cade Construction in the amount of \$89,320.00. *Jim Gray*
4. Consideration & Possible Action to enter into contract for temporary staff augmentation for Task Order 45 Lead Service Line Inventory Development Support. *Jim Gray*
5. Consider Ordinance 2024-27 repealing Ordinance 2023-40 regarding Council Compensation. *Jeffery Jenkins*
6. Consideration and possible action with respect to Resolution R24-17 of the City of Taylor, Texas approving and authorizing the Mayor to execute the Park 79 Commerce Public Improvement District Financing Agreement between Taylor 79, LLC, a Texas limited liability company and the City of Taylor, Texas. *Tom Yantis*
7. Discuss with possible consideration to authorize the Mayor to execute the following documents: 1) an Interlocal Agreement between the City and the Taylor Housing Authority (THA), 2) a Cooperation Agreement between the City and the Texarkana Housing Authority

Public Facility Corporation, 3) a Resolution of No Objection for the application by THA to the Texas Department of Housing and Community Affairs for Low Income Housing Tax Credits, 4) a Letter of Support to the Department of Housing and Urban Development Special Application Center, and 5) a TEFRA Certificate (with executed Exhibit), for the Taylor Housing Authority Mary Olson Rehabilitation Project. *Tom Yantis*

8. Consider Ordinance 2024-28, PZ 2024 2085 regarding requests to change place type zoning at 4 different lots. *Tom Yantis*
9. Consider extending waiver of permit fee(s) for roofing repairs. *Tom Yantis*
10. Consider approving Resolution R24-20 awarding the bid for the construction of HOME program houses. *Tom Yantis*

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

11. Consider Striping Updates for Mallard, 4th, and 2nd Streets. *Jacob Walker*
12. WILCO Flood Map and Drainage Master Plan Update. *Jacob Walker, Jim Gray*
13. Consider and take possible action on appointment or replacement of EDC Board Members *Dianna McLean*
14. Consider entering into new Justice Center/City Hall Construction Manager at-Risk (CMAR) Contract (A133 and A201). *John Heye*

EXECUTIVE SESSION

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).

- a. TPDES Permit No. WQ0016503001 and proposed Vorwerk Farms MUD
- b. Robert Marek, et. al. v. City of Taylor, et, al., No. 24-0447-C425

Reconvene into open session and take any action.

ADJOURN

I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 p.m. on June 10, 2024 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 the City Clerk at least 24 hours prior to the meeting for special assistance.

Posted by: Dianna McLean Date: June 10, 2024

Proclamation

NATIONAL FLAG DAY

WHEREAS, On June 14, 1777, the Continental Congress passed a resolution adopting a flag for our new Nation—the United States of America; and

WHEREAS, On Flag Day, we celebrate the journey of progress represented in the American flag and pay tribute to the inspiration it gives Americans at home and abroad; and

WHEREAS, the American flag belongs to all Americans, and its red, white, and blue colors are woven into a rich tapestry of different cultures, backgrounds, and beliefs which connects us and honors our shared history; and

WHEREAS, on August 3, 1949 the United States Congress designated June 14th of each year as "Flag Day".

NOW, THEREFORE, I, Dwayne Ariola, Mayor of the City of Taylor, do hereby proclaim June 14, 2024 as

NATIONAL FLAG DAY

in the City of Taylor and call upon citizens to observe National Flay Day by displaying the United States flag in honor of all the brave service members who sacrificed to defend our freedoms.

Signed this 13th day of June 2024.

Dwayne Ariola, Mayor
City of Taylor



City Council Meeting June 13, 2024 Transmittal Letter

STRATEGIC PILLAR

Agenda Item Number: 1.

Agenda Title: Approve minutes from the May 23, 2024 regular Council Meeting

Council Action to be Taken: Approve as submitted or amend with changes noted.

Department Submitted: City Clerk

Staff Contact: Dianna McLean, City Clerk

1. PURPOSE / DESCRIPTION

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 meeting 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. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

NA

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. FUNDING SOURCE

NA

6. TIMELINE

NA

7. OTHER OPTIONS

NA

8. ATTACHMENTS

1. May 23, 2024

City of Taylor
Regularly Scheduled City Council Meeting Minutes
Taylor City Hall, Council Chambers, 400 Porter Street
May 23, 2024 at 6:00 p.m.

Mayor Ariola declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Mayor Pro-Tem Kelly Cmerek
Council Member Robert Garcia
Council Member Shelli Cobb
Council Member Gerald Anderson
Mayor Dwayne Ariola

Brian LaBorde, City Manager
Jeff Jenkins, Deputy City Manager
Tom Yantis, Assistant City Manager
Mark Schroeder, City Attorney
Dianna McLean, City Clerk

INVOCATION – Pastor Yohan Baek

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

- **National Tennis Month proclamation.**
Councilwoman Cobb read the proclamation and presented it to Marcus Reese.

Mayor Ariola requested to move item #11 up on the agenda to accommodate the guest speaker.

11. Presentation by the Williamson Central Appraisal District.

Alvin Lankford, County Chief Appraisal Officer – gave a presentation on overall information about the District and appraisals.

Citizen Communication:

Rick Von Pfeil – spoke on protesting taxes with the County.
Cliff Olle – concerned about property tax values.

*Motion was made by Mayor Pro-Tem Anderson to receive the WCAD presentation as presented.
Motion was seconded by Councilmember Garcia. Motion carried unanimously.*

CITIZENS COMMUNICATION

Susan Brock – spoke on pool renovation and location.
Stayci Burris – spoke on pool location.
Kent Kunze – recommend random drug testing for staff and council.

BOARDS & COMMISSION PRESENTATION

1. Receive Main Street Advisory Board update.

Doug Moss, Chairman - gave a presentation on the Board's Main Street program.

Motion was made by Councilmember Garcia to receive the Main Street Board update as presented. Motion was seconded by Councilwoman Cobb. Motion carried unanimously.

CONSENT AGENDA

2. **Approve minutes from the May 9, 2024 regular Council Meeting.**
3. **Approve minutes from the May 14, 2024 Special Called City Council Meeting.**
4. **Consider Ordinance 2024-25 changing the Place Type zoning designation at 1020 Hackberry Street.**
5. **Consider adopting Ordinance 2024-18, PZ 2024 -2045 regarding requests to change place type zoning at 5 different locations.**
6. **Consider Ordinance 2024-24, PZ_2023-1884/1885 for an Employment Center Plan for property generally located at 4804 W 2nd Street and 13101 Highway 79.**

Agenda items 5 & 6 were not considered due to them having already been considered at the May 9th meeting.

Motion was made by Councilmember Garcia to approve consent agenda items 2,3, & 4 as presented. Motion was seconded by Mayor Pro-Tem Cmerek. Motion carried unanimously.

PUBLIC HEARING/ORDINANCES

7. **Introduce Ordinance 2024-27 repealing Ordinance 2023-40 regarding Council Compensation.**

Jeff Jenkins, Deputy City Manager – This ordinance will repeal ordinance 2023-40 and set council member compensation according to the Charter.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2024-27

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS REPEALING ORDINANCE NO. 2023-40 REGARDING COUNCILMEMBER COMPENSATION.

First reading. No action was taken.

8. **Hold a Public Hearing and introduce Ordinance 2024-28, PZ 2024 2085 regarding requests to change place type zoning at 4 different lots.**

Tom Yantis, Development Services Director – gave a presentation on 4 lots requesting place type changes:

- 701 Carlos G. Parker NW; P&Z recommend conditional approval (The Employment Center Plan provides sufficient protection for the adjoining residential properties from the proposed office warehouse/retail uses and any other Employment Center uses are limited to those that are compatible with the adjoining neighborhood.)
- 2103 Donna Drive; P&Z recommend approval.
- 2313 W. Lake Drive; P&Z recommend denial of the change from P2.5 to P4, but recommend approval to P3.
- 3705 Old Georgetown Rd; P&Z recommend approval.

Mayor Ariola opened the public hearing at 7:14pm. With no one appearing, the public hearing was closed at 7:15pm.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2024-28

AN ORDINANCE CHANGING THE PLACE TYPE ZONING FOR THE FOLLOWING PROPERTIES, MORE PARTICULARLY DESCRIBED BY WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCELS: R367817 (GENERALLY LOCATED AT 701 CARLOS G. PARKER BLVD. NW) FROM P5 (URBAN CENTER) TO EC (EMPLOYMENT CENTER WITH CONDITIONS), R016005 (GENERALLY LOCATED AT 2103 DONNA DRIVE) FROM P4 (MIX) TO P3 (NEIGHBORHOOD), R019757 (GENERALLY LOCATED AT 2313 W. LAKE DRIVE) FROM P2.5 (LARGE LOT) TO P3 (NEIGHBORHOOD) AND R019627 (GENERALLY LOCATED AT 3705 OLD GEORGETOWN ROAD) FROM CS (CIVIC SPACE) TO P2 (RURAL), AMENDING THE OFFICIAL PLACE TYPE ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE PLACE TYPE ZONING CHANGES ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

First reading. No action was taken.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

9. Consider Resolution R24-14 enacting Charter Amendments.

Jeff Jenkins, Deputy City Manager – this resolution puts in place five Charter amendments passed by the voters at the May 4th special election.

Proposition A – compensating Council for up to two meetings per month at \$125/meeting.

Proposition B – holding council meeting to adopt ordinance not less than 72 hours after meeting introducing ordinance.

Proposition C – Council Member elected to the At-large position shall also serve as the Mayor.

Proposition D – All City Council meetings presided over by the Mayor or Mayor Pro Tem in their duties as an elected official shall be held within the city limits of the City of Taylor.

Proposition F – Polling places shall be established by the City Council consistent with the requirements of state law.

Citizen Communication: Gary Gola – spoke on proposition C.

Motion was made by Councilmember Garcia to adopt Resolution R24-14 as presented. Motion was seconded by Councilmember Anderson.

Councilwoman Cobb requested Council go into Executive Session to discuss with the City Attorney suggestions on proposition C.

Mayor Ariola adjourned into closed session at 7:26pm.

Mayor Ariola reconvened into open session at 7:33pm.

Motion carried unanimously.

10. Consider Resolution R24-16, Authorization to apply for a Grant for the COPS (Community Oriented Policing Services) Hiring Program.

Henry Fluck, Chief of Police – This resolution would authorize the City Manager to submit a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services (cops office), for the cops hiring program.

Motion was made by Councilmember Garcia to adopt Resolution R24-16 as presented. Motion was seconded by Mayor Pro-Tem Cmerek. Motion carried unanimously.

12. Discussion and possible action on Doris Roznovak Aquatic Center Construction Options.

Tyler Bybee, Jeff Jenkins, Phillip Cowles with Brannon Engineering – gave a presentation on the history of the project, conditions of the pool, the current concept, and four options for Council to consider.

Motion was made by Councilmember Anderson to approve Option A as presented. Motion was seconded by Councilmember Garcia. Motion carried 4 to 1 with Councilwoman Cobb opposing.

ADJOURN

With no further business Mayor Ariola declared the meeting adjourned at 9:04p.m.

Dwayne Ariola, Mayor

ATTEST:

Dianna McLean, City Clerk



City Council Meeting June 13, 2024 Transmittal Letter

STRATEGIC PILLAR

Economic Vitality

Agenda Item Number: 2.
Agenda Title: Concur with Monthly Financial Report for April 2024.
Council Action to be Taken: Approve by Consent
Department Submitted: Finance Department
Staff Contact: Jeff Wood, Chief Financial Officer

1. PURPOSE / DESCRIPTION

Article 12, Section 12.3 of the City of Taylor's Charter states in part that the City Manager shall prepare and submit to the City Council a written monthly financial report that is in a form satisfactory with the City Council. This report is intended to satisfy the Charter requirement.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Council has approved previous monthly financial reports by consent.

To better accommodate the new agenda software, staff has included the summary that was previously part of the transmittal letter for this item at the beginning of the monthly report.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Monthly financial reports provide Council with a snapshot of each fund along with a summary of the financial activity that occurred during the month. • Updated financial information can assist Council with their decision-making process.	•

4. RECOMMENDATION

Concur with the preliminary monthly financial report by consent.

5. FUNDING SOURCE

N/A

6. TIMELINE

Immediate Consideration

7. OTHER OPTIONS

N/A

8. ATTACHMENTS

1. Monthly Financial Report April 2024



Monthly Finance Report as of :
April 2024

City of Taylor
400 Porter Street
Taylor, TX 76574

Monthly Financial Report Summary for April 2024

The following provides a brief overview on the preliminary status and/or activity of the major funds or groups of funds as of April 30, 2024:

General Fund:

The General Fund is used to account for all financial transactions not properly includable in other funds. The principal sources of revenues include local property taxes, sales and franchise taxes, licenses and permits, fines and forfeitures, and charges for services. Expenditures include general government, public safety, public works, culture and recreation, and community development.

- Revenues in the General Fund are up by \$6,479,213 or 29% over last fiscal year-to-date. The majority of revenue collected in April was received through property tax and sales tax. Revenues YTD are 90% of the budgeted amount.
- Property tax collections amount to \$7,684,575 through April. The amount collected represents approximately 97% of budgeted property tax revenues. The timing of individual tax payments can vary year-over-year so comparisons to previous years should keep such fluctuations in mind.
- The City's portion of the total sales tax collection is \$15,534,545 through April, up by \$7,469,433 or 93% when compared to this same time last year. Included in this total is the property tax reduction portion that is being reserved to offset the reduced property tax revenues in FY 2025. The payment received in April represents sales that occurred in February. April revenues ended up significantly higher than the previous year and more than budgeted.
- Expenditures in the General Fund are lower by \$677,738 or 4% compared to expenses last fiscal year-to-date. Expenditures of 58% of budget are at a normal level.
- It should be noted when reviewing the level of revenues over expenditures that the majority of budgeted revenues are received in the first half of the year, while expenditures are dispersed more evenly throughout the year. It is common to show a significant budget surplus at mid-year that will regularly decrease over the last six months.

Special Revenue Funds:

The City accounts for resources restricted to, or designated for, specific purposes in special revenue funds.

- The TIF #1 Fund receives the annual transfer from the City and the County for the captured taxes collected in the district around April of each year. The revenue reported for April was the payment of the County taxes paid on the parcels in the TIRZ and interest earned. The

expenditures budgeted for this fiscal year are related to the debt service payments, grants, administrative expenses, downtown master planning and landscape maintenance.

- Hotel Occupancy Tax collections from the lodging providers are recorded monthly, but the 380 Agreement payment is distributed quarterly. The timing of the 380 Agreement payment can skew the monthly report and result in the fund being reflected in a more positive position than is actually the case.

Hotel Occupancy Tax of \$33,820 was collected in April. April's collection was \$3,345 more than April 2023, and fiscal year-to-date HOT collections are \$22,370 (73%) more than FY 2022-23.

Expenditures consist of a pass through to the Chamber, but will also include expenditures for our marketing agreement, 380 Agreement, and a transfer to the Main Street Fund to be used for advertising.

- Main Street revenues reported during the year are from sales and other fund-raising activities. Expenditures are for rental assistance, advertising, city sponsored events and façade grants.
- Municipal Court Special Revenues are budgeted at \$12,850 and current revenues total 115% of budget. Expenditures from this fund are for security work and technology at the Municipal Court.
- Library Donation Fund reflects revenues generated from interest income and donations.
- Transportation User Fee (TUF) Fund – User fees collected in April are reported at \$71,898. Expenditures are associated with wage and benefit costs, engineering costs, equipment costs and the cost of materials for street maintenance.
- Municipal Drainage Utility System (MDUS) Fund – Drainage fees collected in April are reported at \$55,615. Expenditures are related to wage and benefit costs, engineering costs, and equipment costs.

Enterprise Funds:

The City maintains several Enterprise funds, which are used to account for operations that are more reflective of business-type activities. All activities associated with providing such services are accounted for in these funds. Enterprise funds are primarily funded by user charges and fees.

Sanitation Fund

- Revenues from franchise fees and user charges for services are reported at \$1,347,223. The City contracts its solid waste collection service and expenditures represent the payment to the City's solid waste provider. Fiscal year-to-date cost for solid waste collection services is \$1,123,600.

Utility Fund

- Revenues through April totaled \$9,571,457, which includes \$9,375,236 in charges for service. User charges are up \$2,247,966 compared to the same period last year. Expenditures fiscal year-to-date total \$9,104,216 compared to \$7,774,500 a year ago. Year-to-year comparisons in the Utility Fund reflect differences in billing and usage, and such differences can be caused by several factors that can vary throughout the year. This should be kept in mind when comparing individual time periods.
- The Utility Fund is operating at a normal level when compared to budgeted amounts for this period of the fiscal year, with revenues exceeding expenditures by \$467,241.

Airport Fund

- Revenues consist of airport hangar rental, sale of fuel and interest income. Hangar rental is reported at \$177,131 and revenues from fuel sales are \$44,167. Fuel sales are limited by the ongoing project to replace the fuel farm.
- The Airport Fund is operating above budget with expenditures exceeding revenues by \$540,385. However, this includes a \$300,000 grant match that is paid with existing bond funds and the ongoing fuel farm construction project that is grant reimbursed by TxDOT.

Cemetery Fund

- Revenues are reported at \$148,696 and are 39% of budgeted amounts. Revenues are dependent on the number of lots sold and graves dug, and these sources can be variable.
- Expenditures of \$186,463 represent 34% of budgeted amounts.
- Expenditures exceed revenues by \$37,767, but this amount excludes any interfund administrative fee transfer.

Other Funds:

- Roadway Impact Fund – There was \$9,592 in revenue collected in April. There are no budgeted expenditures in this fund for FY 2024.
- Utility Impact Fund – There was \$69,690 in revenue collected in April. Expenditures are budgeted for improvements to the sewer lift station located near the airport.

Internal Service Funds:

Internal Service Funds are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for the maintenance and purchase of equipment.

- The Fleet Operating Fund charges rental fees and replacement fees to the various City departments and these fees are used to off-set the expenditures for repairs and maintenance to the City's vehicles. This same concept is applied to the Fleet Replacement Fund for the purpose of purchasing vehicles.
- Expenditures in the Fleet Operating Fund are operating as anticipated.
- The Fleet Replacement Fund reflects expenditures that includes capital lease payments for purchases are made either monthly, quarterly or annually throughout the year. Expenditures also reflect cash purchases for equipment and vehicles made on behalf of the other funds.

Monthly Investment Report

- The Monthly Investment Report from our investment consultant covers the period of April 1 – April 31. This report reflects the coordinated efforts of City staff and Meeder (Patterson & Associates) to manage the City funds that are not immediately needed for operational purposes. The report shows the average yield obtained on the City's funds was 5.27% during the reporting period. The portfolio remains heavily invested in our liquid, pooled accounts and other short-term investments that are advantageous with the current inverted yield curve. We continue to monitor the interest rate environment and will adjust the portfolio's weighted average maturity as needed.

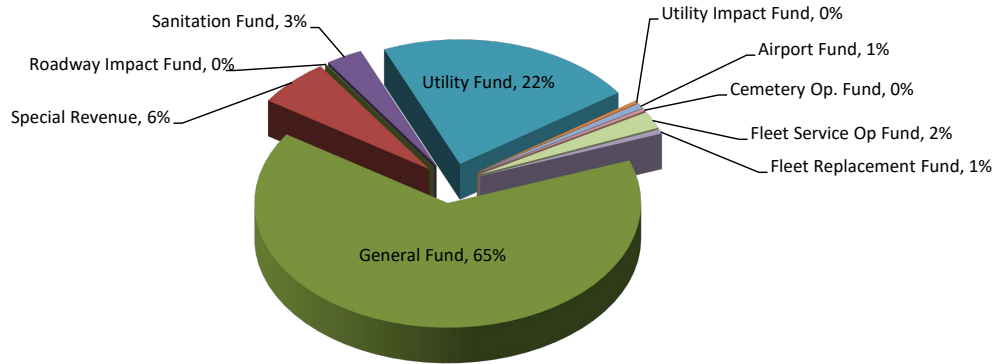
Attachment A

Financial Summary

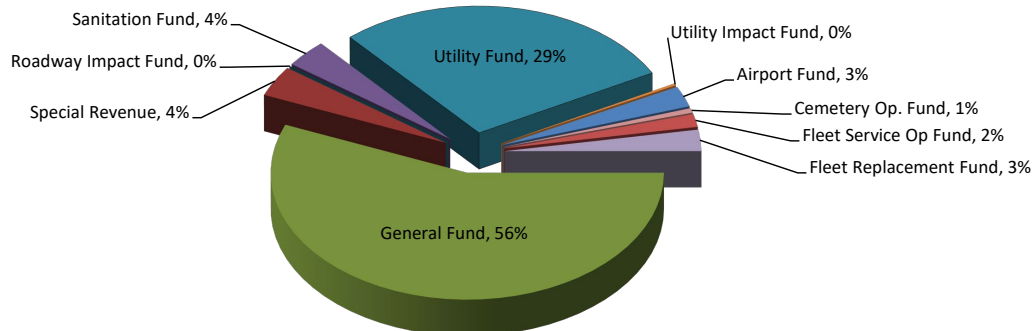
Summary Revenue/Expenditures
Preliminary Year-to-Date as of April 30, 2024

	Revenue			Expenditures			Surplus/Deficit
	Annual Budget	Actual Y-T-D	% of Budget	Annual Budget	Actual Y-T-D	% of Budget	
General Fund	\$ 31,526,885	\$ 28,563,054	91%	\$ 30,862,041	\$ 17,895,230	58%	10,667,823
Special Revenue Funds							
- Tax Increment Fund (TIF) #2	\$ 500,000	\$ 528,432	106%	\$ 523,300	\$ 21,000	4%	507,432
- Tax Increment Fund (TIF) #1	880,000	\$ 945,511	107%	834,709	\$ 512,338	61%	433,173
- Hotel/Motel Tax	310,000	\$ 207,133	67%	296,000	\$ 121,943	41%	85,190
- Main St. Revenue	188,700	\$ 94,371	50%	250,246	\$ 89,712	36%	4,659
- Municipal Court Sec/Tech	12,850	\$ 14,853	116%	31,642	\$ 8,018	25%	6,835
- Library Grants/Donations	5,000	\$ 22,030	441%	-	\$ 1,961	0%	20,069
- Transportation Fund (TUF)	860,000	\$ 523,641	61%	858,993	\$ 284,352	33%	239,288
- MDUS	563,500	\$ 391,011	69%	549,398	\$ 196,657	36%	194,354
Special Rev Funds Total	\$ 3,320,050	\$ 2,726,981	82%	\$ 3,344,288	\$ 1,235,981	37%	1,491,000
Enterprise Funds							
- Sanitation Fund	\$ 2,167,000	\$ 1,347,223	62%	\$ 2,159,200	\$ 1,123,600	52%	223,623
- Utility Fund	16,606,500	\$ 9,571,457	58%	16,422,681	\$ 9,104,216	55%	467,241
- Airport Fund	946,000	\$ 296,044	31%	1,013,495	\$ 836,430	83%	(540,385)
- Cemetery Op. Fund	381,500	\$ 148,696	39%	553,187	\$ 186,464	34%	(37,767)
Roadway Impact Fund	\$ 80,000	\$ 20,538	26%	\$ -	\$ -	0%	20,538
Utility Impact Fund	\$ 425,000	\$ 154,155	36%	\$ 300,000	\$ 82,626	28%	71,529
Fleet Service Operating Fund	\$ 1,339,600	\$ 979,187	73%	\$ 1,024,022	\$ 525,182	51%	454,004
Fleet Replacement Fund	\$ 2,088,852	\$ 244,234	12%	\$ 2,088,852	\$ 864,753	41%	(620,518)
Total	\$ 58,881,387	\$ 44,051,569	75%	\$ 57,767,766	\$ 31,854,481	55%	12,197,088

Total Revenue Summary (\$44,051,569)



Total Expenditure Summary (\$31,854,481)



Attachment B

Financial Statements by Fund

General Fund

Tax Increment Financing Funds

Hotel Occupancy Tax Fund

Main Street Fund

Municipal Court Special Fee Fund

Library Grant/Donations Fund

Roadway Impact Fee Fund

Transportation User Fee Fund

Municipal Drainage Utility System Fund

Sanitation Fund

Public Utilities Fund

Utility Impact Fund

Airport Fund

Cemetery Operating Fund

Fleet Services Operating Fund

Fleet Replacement Fund

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2024

100-GENERAL FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		23,173,000.00	1,809,153.35	23,703,332.00	102.29	0.00	(530,332.00)
320-PERMITS AND LICENSES		1,202,000.00	(275,035.23)	547,543.30	45.55	0.00	654,456.70
330-INTERGOVERNMENTAL REV		402,600.00	38,353.47	547,569.32	136.01	0.00	(144,969.32)
340-CHARGES FOR SERVICES		755,300.00	312,524.44	510,088.48	67.53	0.00	245,211.52
410-FINES AND FORFEITURES		179,500.00	24,663.72	131,685.44	73.36	0.00	47,814.56
420-ASSESSMENTS		9,500.00	65.00	2,689.76	28.31	0.00	6,810.24
430-USE OF MONEY AND PROP		3,310,000.00	174,479.21	1,090,757.32	32.95	0.00	2,219,242.68
440-DONATIONS FROM PRIVAT		47,550.00	152,695.00	217,061.00	456.49	0.00	(169,511.00)
450-INTERFUND OPERATING T		2,447,435.00	560,353.74	1,812,141.35	74.04	0.00	635,293.65
460-PROCEEDS GEN FIXED AS		0.00	0.00	185.75	0.00	0.00	(185.75)
470-PROCEEDS GEN LONG TER		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***		31,526,885.00	2,797,252.70	28,563,053.72	90.60	0.00	2,963,831.28
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
500-CITY COUNCIL		446,569.00	58,949.32	213,707.40	73.55	114,722.51	118,139.09
501-CITY MANAGEMENT		992,321.18	129,913.29	576,482.61	58.09	0.00	415,838.57
503-PUBLIC INFORMATION		311,028.00	20,696.48	149,053.71	60.81	40,073.00	121,901.29
504-HUMAN RESOURCES		466,057.00	42,832.06	286,817.20	65.92	20,412.50	158,827.30
505-CITY CLERK		214,345.00	22,420.11	121,824.49	56.84	0.00	92,520.51
512-FINANCIAL SERVICES		1,077,536.00	83,500.12	566,532.65	58.19	60,498.30	450,505.05
516-MUNICIPAL COURT		385,381.00	104,568.21	286,938.02	81.68	27,844.99	70,597.99
522-DEVELOPMENT SERVICES		1,772,192.82	140,505.98	1,054,936.18	70.99	203,159.74	514,096.90
524-MAIN STREET PROGRAM		200,132.00	15,067.40	108,621.00	54.27	0.00	91,511.00
527-MOODY MUSEUM		22,225.00	814.09	5,776.52	25.99	0.00	16,448.48
532-PUBLIC LIBRARY		694,939.00	74,155.93	337,957.02	51.69	21,227.72	335,754.26
542-FIRE SUPPRESSION/EMER		4,220,027.00	499,513.65	2,629,490.06	63.13	34,810.33	1,555,726.61
552-POLICE FIELD SERVICES		5,433,289.44	501,451.60	3,260,528.07	62.07	111,817.75	2,060,943.62
558-ANIMAL CONTROL SECTIO		383,721.00	38,635.91	251,770.28	88.27	86,938.95	45,011.77
563-STREET & GROUND MAIN		3,114,155.00	453,067.06	1,731,849.48	72.40	522,833.54	859,471.98
565-PARKS & RECREATION		2,603,015.00	220,301.80	1,369,046.17	84.12	820,581.51	413,387.32
566-INTERNAL SVCS/BLDG		912,650.00	84,832.94	409,230.23	48.85	36,554.04	466,865.73
573-ENGINEERING & INSPECT		900,000.00	96,861.28	481,333.74	111.09	518,489.74	(99,823.48)
575-INTERNAL SVC/IT DEPT		296,936.00	62,274.60	193,607.31	93.37	83,640.66	19,688.03
592-NON-DEPARTMENTAL		<u>6,415,521.56</u>	<u>3,519,118.40</u>	<u>3,859,728.27</u>	<u>60.49</u>	<u>20,722.82</u>	<u>2,535,070.47</u>
*** TOTAL EXPENDITURES ***		30,862,041.00	6,169,480.23	17,895,230.41	66.81	2,724,328.10	10,242,482.49
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		664,844.00	(3,372,227.53)	10,667,823.31	194.79	(2,724,328.10)	(7,278,651.21)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2024

118-TIF #2
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		500,000.00	0.00	525,837.79	105.17	0.00	(25,837.79)
430-USE OF MONEY AND PROP		<u>0.00</u>	<u>2,594.21</u>	<u>2,594.21</u>	<u>0.00</u>	<u>0.00</u>	<u>(2,594.21)</u>
*** TOTAL REVENUES ***		500,000.00	2,594.21	528,432.00	105.69	0.00	(28,432.00)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
520-TIF EXPENSES		<u>523,300.00</u>	<u>7,000.00</u>	<u>21,000.00</u>	<u>4.01</u>	<u>0.00</u>	<u>502,300.00</u>
*** TOTAL EXPENDITURES ***		523,300.00	7,000.00	21,000.00	4.01	0.00	502,300.00
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		(23,300.00)	(4,405.79)	507,432.00	177.82-	0.00	(530,732.00)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2024

119-TIF (TAX INCREMENT FUND)
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		575,000.00	(28,457.24)	574,976.39	100.00	0.00	23.61
330-INTERGOVERNMENTAL REV		300,000.00	341,203.58	341,203.58	113.73	0.00	(41,203.58)
430-USE OF MONEY AND PROP		<u>5,000.00</u>	<u>6,046.04</u>	<u>29,330.99</u>	<u>586.62</u>	<u>0.00</u>	<u>(24,330.99)</u>
*** TOTAL REVENUES ***		880,000.00	318,792.38	945,510.96	107.44	0.00	(65,510.96)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
520-TIF EXPENSES		<u>834,709.00</u>	<u>140,452.00</u>	<u>512,338.03</u>	<u>61.38</u>	<u>0.00</u>	<u>322,370.97</u>
*** TOTAL EXPENDITURES ***		834,709.00	140,452.00	512,338.03	61.38	0.00	322,370.97
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		45,291.00	178,340.38	433,172.93	956.42	0.00	(387,881.93)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2024

120-HOTEL/MOTEL FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		310,000.00	33,865.10	207,133.24	66.82	0.00	102,866.76
420-ASSESSMENTS		0.00	0.00	0.00	0.00	0.00	0.00
430-USE OF MONEY AND PROP		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***		310,000.00	33,865.10	207,133.24	66.82	0.00	102,866.76
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
612-HOTEL/MOTEL TAX		<u>296,000.00</u>	<u>13,036.99</u>	<u>121,943.35</u>	<u>45.95</u>	<u>14,082.46</u>	<u>159,974.19</u>
*** TOTAL EXPENDITURES ***		296,000.00	13,036.99	121,943.35	45.95	14,082.46	159,974.19
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		14,000.00	20,828.11	85,189.89	507.91	(14,082.46)	(57,107.43)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2024

123-MAIN STREET REVENUE FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
430-	USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
440-	DONATIONS FROM PRIVAT	32,600.00	4,908.09	34,371.09	105.43	0.00	(1,771.09)
450-	INTERFUND OPERATING T	<u>156,100.00</u>	<u>20,000.00</u>	<u>60,000.00</u>	<u>38.44</u>	<u>0.00</u>	<u>96,100.00</u>
***	TOTAL REVENUES ***	188,700.00	24,908.09	94,371.09	50.01	0.00	94,328.91
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
615-	CONTRIBUTE TO CIVIC P	<u>250,246.00</u>	<u>4,023.67</u>	<u>89,712.29</u>	<u>38.42</u>	<u>6,425.00</u>	<u>154,108.71</u>
***	TOTAL EXPENDITURES ***	250,246.00	4,023.67	89,712.29	38.42	6,425.00	154,108.71
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	(61,546.00)	20,884.42	4,658.80	2.87	(6,425.00)	(59,779.80)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2024

125-MUNICIPAL CRT SPECIAL FEE
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
410-FINES AND FORFEITURES		12,850.00	2,242.69	14,852.59	115.58	0.00	(2,002.59)
450-INTERFUND OPERATING T		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***		12,850.00	2,242.69	14,852.59	115.58	0.00	(2,002.59)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
625-MUNICIPAL COURT BLDG		9,642.00	0.00	462.27	4.79	0.00	9,179.73
626-MUNICIPAL CRT TECHNO		22,000.00	0.00	7,555.33	45.23	2,396.00	12,048.67
627-MUN COURT JUDICIAL		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL EXPENDITURES ***		31,642.00	0.00	8,017.60	32.91	2,396.00	21,228.40
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		(18,792.00)	2,242.69	6,834.99	23.62-	(2,396.00)	(23,230.99)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2024

129-LIBRARY GRANT/DONATION
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	0.00	12,500.00	12,500.00	0.00	0.00	(12,500.00)
430-	USE OF MONEY AND PROP	5,000.00	1,334.47	9,368.63	187.37	0.00	(4,368.63)
440-	DONATIONS FROM PRIVAT	<u>0.00</u>	<u>60.00</u>	<u>160.96</u>	<u>0.00</u>	<u>0.00</u>	<u>(160.96)</u>
***	TOTAL REVENUES ***	5,000.00	13,894.47	22,029.59	440.59	0.00	(17,029.59)
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
624-	LIBRARY	<u>11,084.00</u>	<u>665.93</u>	<u>1,960.86</u>	<u>117.69</u>	<u>11,084.28</u>	<u>(1,961.14)</u>
***	TOTAL EXPENDITURES ***	11,084.00	665.93	1,960.86	117.69	11,084.28	(1,961.14)
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	(6,084.00)	13,228.54	20,068.73	147.67-	(11,084.28)	(15,068.45)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2024

200-ROADWAY IMPACT FEE FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
420-ASSESSMENTS		<u>80,000.00</u>	<u>9,592.48</u>	<u>20,537.84</u>	<u>25.67</u>	<u>0.00</u>	<u>59,462.16</u>
*** TOTAL REVENUES ***		<u>80,000.00</u>	<u>9,592.48</u>	<u>20,537.84</u>	<u>25.67</u>	<u>0.00</u>	<u>59,462.16</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
631-ROADWAY IMPACT FEE		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL EXPENDITURES ***		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		<u>80,000.00</u>	<u>9,592.48</u>	<u>20,537.84</u>	<u>25.67</u>	<u>0.00</u>	<u>59,462.16</u>
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2024

210-TRANSPORTATION FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	0.00	0.00	16,500.00	0.00	0.00	(16,500.00)
340-	CHARGES FOR SERVICES	860,000.00	71,898.21	507,140.70	58.97	0.00	352,859.30
430-	USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
450-	INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
470-	PROCEEDS GEN LONG TER	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
***	TOTAL REVENUES ***	860,000.00	71,898.21	523,640.70	60.89	0.00	336,359.30
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
632-	TRANSPORTATION	<u>858,993.00</u>	<u>49,830.71</u>	<u>284,352.48</u>	<u>82.81</u>	<u>427,013.19</u>	<u>147,627.33</u>
***	TOTAL EXPENDITURES ***	858,993.00	49,830.71	284,352.48	82.81	427,013.19	147,627.33
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	1,007.00	22,067.50	239,288.22	642.00-	(427,013.19)	188,731.97
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2024

300-MUNICIPAL DRAINAGE UTILIT
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-	CHARGES FOR SERVICES	563,500.00	55,614.84	391,011.01	69.39	0.00	172,488.99
430-	USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
460-	PROCEEDS GEN FIXED AS	0.00	0.00	0.00	0.00	0.00	0.00
470-	PROCEEDS GEN LONG TER	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
***	TOTAL REVENUES ***	563,500.00	55,614.84	391,011.01	69.39	0.00	172,488.99
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
750-	MUNICIPAL DRAINAGE	<u>549,398.00</u>	<u>43,096.71</u>	<u>196,656.63</u>	<u>35.79</u>	<u>0.00</u>	<u>352,741.37</u>
***	TOTAL EXPENDITURES ***	549,398.00	43,096.71	196,656.63	35.79	0.00	352,741.37
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	14,102.00	12,518.13	194,354.38	378.20	0.00	(180,252.38)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2024

320-SANITATION FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
310-TAXES		197,000.00	15,986.63	213,170.95	108.21	0.00	(16,170.95)
340-CHARGES FOR SERVICES		<u>1,970,000.00</u>	<u>153,550.48</u>	<u>1,134,051.98</u>	<u>57.57</u>	<u>0.00</u>	<u>835,948.02</u>
*** TOTAL REVENUES ***		2,167,000.00	169,537.11	1,347,222.93	62.17	0.00	819,777.07
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
721-SANITATION/GARBAGE		<u>2,159,200.00</u>	<u>40,958.23</u>	<u>1,123,600.08</u>	<u>52.04</u>	<u>0.00</u>	<u>1,035,599.92</u>
*** TOTAL EXPENDITURES ***		2,159,200.00	40,958.23	1,123,600.08	52.04	0.00	1,035,599.92
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		7,800.00	128,578.88	223,622.85	866.96	0.00	(215,822.85)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2024

340-PUBLIC UTILITIES FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
320-PERMITS AND LICENSES		500.00	0.00	250.00	50.00	0.00	250.00
330-INTERGOVERNMENTAL REV		0.00	0.00	0.00	0.00	0.00	0.00
340-CHARGES FOR SERVICES		15,668,000.00	1,383,425.24	9,375,236.04	59.84	0.00	6,292,763.96
420-ASSESSMENTS		797,000.00	38,469.18	55,201.08	6.93	0.00	741,798.92
430-USE OF MONEY AND PROP		138,500.00	15,803.96	137,190.33	99.05	0.00	1,309.67
440-DONATIONS FROM PRIVAT		0.00	0.00	0.00	0.00	0.00	0.00
450-INTERFUND OPERATING T		0.00	0.00	0.00	0.00	0.00	0.00
460-PROCEEDS GEN FIXED AS		2,500.00	758.58	3,579.65	143.19	0.00	(1,079.65)
470-PROCEEDS GEN LONG TER		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***		16,606,500.00	1,438,456.96	9,571,457.10	57.64	0.00	7,035,042.90
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
701-UTILITIES ADMINISTRAT		693,163.00	53,248.00	400,504.89	63.65	40,683.05	251,975.06
706-WASTEWATER TREATMENT		2,121,499.00	179,269.51	991,155.95	81.57	739,429.87	390,913.18
708-UTILITY DISTRIBUTION/		3,131,528.00	278,184.40	1,798,500.49	61.10	114,775.86	1,218,251.65
709-UTILITIES NON-DEPARTM		<u>10,476,491.00</u>	<u>1,584,067.51</u>	<u>5,914,054.41</u>	<u>59.01</u>	<u>267,658.53</u>	<u>4,294,778.06</u>
*** TOTAL EXPENDITURES ***		16,422,681.00	2,094,769.42	9,104,215.74	62.52	1,162,547.31	6,155,917.95
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		183,819.00	(656,312.46)	467,241.36	378.26-	(1,162,547.31)	879,124.95
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2024

345-UTILITY IMPACT FEE FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-	CHARGES FOR SERVICES	425,000.00	69,690.00	154,155.00	36.27	0.00	270,845.00
420-	ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-	USE OF MONEY AND PROP	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
***	TOTAL REVENUES ***	425,000.00	69,690.00	154,155.00	36.27	0.00	270,845.00
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
592-	NON-DEPARTMENTAL	<u>300,000.00</u>	<u>228.55</u>	<u>82,625.73</u>	<u>39.47</u>	<u>35,794.82</u>	<u>181,579.45</u>
***	TOTAL EXPENDITURES ***	300,000.00	228.55	82,625.73	39.47	35,794.82	181,579.45
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	125,000.00	69,461.45	71,529.27	28.59	(35,794.82)	89,265.55
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2024

350-AIRPORT FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
320	PERMITS AND LICENSES	0.00	0.00	0.00	0.00	0.00	0.00
330	INTERGOVERNMENTAL REV	30,000.00	0.00	5,836.27	19.45	0.00	24,163.73
340	CHARGES FOR SERVICES	645,000.00	34,250.04	236,030.82	36.59	0.00	408,969.18
420	ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430	USE OF MONEY AND PROP	5,000.00	3,114.13	27,552.25	551.05	0.00	(22,552.25)
440	DONATIONS FROM PRIVAT	0.00	0.00	0.00	0.00	0.00	0.00
450	INTERFUND OPERATING T	<u>266,000.00</u>	<u>8,875.00</u>	<u>26,625.00</u>	<u>10.01</u>	<u>0.00</u>	<u>239,375.00</u>
***	TOTAL REVENUES ***	946,000.00	46,239.17	296,044.34	31.29	0.00	649,955.66
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
732	AIRPORT OPERATIONS DE	<u>1,013,495.00</u>	<u>282,158.82</u>	<u>836,429.54</u>	<u>182.13</u>	<u>1,009,485.76</u>	<u>(832,420.30)</u>
***	TOTAL EXPENDITURES ***	1,013,495.00	282,158.82	836,429.54	182.13	1,009,485.76	(832,420.30)
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	(67,495.00)	(235,919.65)	(540,385.20)	296.28	(1,009,485.76)	1,482,375.96
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2024

370-CEMETERY OPERATING FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-	CHARGES FOR SERVICES	200,500.00	15,500.00	85,269.00	42.53	0.00	115,231.00
420-	ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-	USE OF MONEY AND PROP	2,000.00	450.00	2,043.00	102.15	0.00	(43.00)
440-	DONATIONS FROM PRIVAT	0.00	0.00	0.00	0.00	0.00	0.00
450-	INTERFUND OPERATING T	94,000.00	3,143.20	3,179.09	3.38	0.00	90,820.91
460-	PROCEEDS GEN FIXED AS	<u>85,000.00</u>	<u>12,960.00</u>	<u>58,205.00</u>	<u>68.48</u>	<u>0.00</u>	<u>26,795.00</u>
***	TOTAL REVENUES ***	381,500.00	32,053.20	148,696.09	38.98	0.00	232,803.91
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
761-	CEMETERY OPERATING DE	<u>553,187.00</u>	<u>23,465.77</u>	<u>186,463.53</u>	<u>51.33</u>	<u>97,487.11</u>	<u>269,236.36</u>
***	TOTAL EXPENDITURES ***	553,187.00	23,465.77	186,463.53	51.33	97,487.11	269,236.36
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	(171,687.00)	8,587.43	(37,767.44)	78.78	(97,487.11)	(36,432.45)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2024

382-FLEET SERVICES OPERATING
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
340-	CHARGES FOR SERVICES	1,296,698.00	324,174.75	972,524.25	75.00	0.00	324,173.75
420-	ASSESSMENTS	6,662.00	0.00	6,662.42	100.01	0.00	(0.42)
430-	USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
450-	INTERFUND OPERATING T	<u>36,240.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>36,240.00</u>
***	TOTAL REVENUES ***	1,339,600.00	324,174.75	979,186.67	73.10	0.00	360,413.33
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
517-	FLEET SERVICES	<u>1,024,022.00</u>	<u>82,551.57</u>	<u>525,182.19</u>	<u>52.34</u>	<u>10,800.00</u>	<u>488,039.81</u>
***	TOTAL EXPENDITURES ***	1,024,022.00	82,551.57	525,182.19	52.34	10,800.00	488,039.81
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	315,578.00	241,623.18	454,004.48	140.44	(10,800.00)	(127,626.48)
		=====	=====	=====	=====	=====	=====

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2024

384-FLEET REPLACEMENT FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	0.00	0.00	0.00	0.00	0.00	0.00
340-	CHARGES FOR SERVICES	2,088,852.00	69,683.75	209,051.25	10.01	0.00	1,879,800.75
420-	ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
430-	USE OF MONEY AND PROP	0.00	1,028.32	7,219.84	0.00	0.00	(7,219.84)
450-	INTERFUND OPERATING T	0.00	0.00	0.00	0.00	0.00	0.00
460-	PROCEEDS GEN FIXED AS	0.00	0.00	27,963.25	0.00	0.00	(27,963.25)
470-	PROCEEDS GEN LONG TER	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
***	TOTAL REVENUES ***	2,088,852.00	70,712.07	244,234.34	11.69	0.00	1,844,617.66
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
518-	EQUIPMENT REPLACEMENT	<u>2,088,852.00</u>	<u>193,789.82</u>	<u>864,752.57</u>	<u>194.09</u>	<u>3,189,433.87</u>	<u>(1,965,334.44)</u>
***	TOTAL EXPENDITURES ***	2,088,852.00	193,789.82	864,752.57	194.09	3,189,433.87	(1,965,334.44)
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	0.00	(123,077.75)	(620,518.23)	0.00	(3,189,433.87)	3,809,952.10
		=====	=====	=====	=====	=====	=====

Attachment C

Council Report

Checks Posted in April 2024

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	AFLAC	AFLAC APRIL 24 INVOICE	1,303.32
		MISCELLANEOUS PAULINO HUERTA	PAULINO HUERTA:DEPOSIT REF	140.00
		CUERO ISD	CUERO ISD:DEPOSIT REFUND	200.00
		HAYLIE MARTINEZ	HAYLIE MARTINEZ:DEPOSIT RE	200.00
		RITA HERNANDEZ	RITA HERNANDEZ:DEPOSIT REF	200.00
		ANNA ESQUIVEL	ANNA ESQUIVEL:DEPOSIT REFU	200.00
		McCREARY, VESELKA, BRAGG & ALLEN PC	CC FEES-MARCH 2024	1,080.50
		OMNIBASE SERVICES OF TEXAS LP	1ST QRT OMNI FEE:JAN-MAR 2	149.08
		NATIONWIDE RETIREMENT SOLUTIONS	457B DEF COMP PLAN	2,873.00
			457B DEF COMP PLAN ROTH	130.00
			457B DEF COMP PLAN	2,953.00
			457B DEF COMP PLAN ROTH	130.00
		PETTY CASH	OPENING CASH FOR POOL	400.00
		PRE-PAID LEGAL SERVICES, INC. DBA LEGA	PRE-PAID LEGAL APRIL 2024	33.90
		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	FY24 Q2 CRIMINIAL COSTS &	40,551.05
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	87,674.92
			MARCH 2024 CONTRIBUTIONS	4,864.80
		UNITED WAY FOR GREATER AUSTIN	UNITED WAY CONTRIBUTIONS	5.00
			UNITED WAY CONTRIBUTIONS	5.00
		WEX HEALTH, INC. DBA: WEX	38705 FSA	1,240.67
			38705 FSA	1,240.67
		TAYLOR PROFESSIONAL FIREFIGHTER ASSOCI	ACCT #2091015 TAYLOR FF AS	960.00
			ACCT #2091015 TAYLOR FF AS	960.00
		INTERNATIONAL CITY MANAGEMENT ASSOC RE	PLAN ID 307325-CONTRIBUTOR	2,157.69
			PLAN ID 307325-ROTH	655.00
			PLAN ID 307325-CONTRIBUTOR	2,157.69
			PLAN ID 307325-ROTH	655.00
		LIBERTY NATIONAL LIFE INSURANCE	GLOBE LIFE MAY 2024	621.24
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	22,669.72
			RETIREE DEPENDENT	612.42
			TEDC/CARLSON & WHITE	1,992.43
			COBRA / MUMMERT	1,543.25
		HUMANA INSURANCE COMPANY	CARLSON/WHITE-TEDC	18.67
			HUMANA VISION 2024	291.59
			CARLSON/WHITE -TEDC	114.88
			HUMANA DENTAL 2024	2,572.20
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA VOL LIFE	1,133.83
		CONSERVE	J. FREDENBURG WG2529173	<u>158.94</u>
			TOTAL:	184,849.46
CITY COUNCIL	GENERAL FUND	ODP BUSINESS SOLUTIONS, LLC	GOLD CERTIFICATES	96.43
			DOCUMENT COVERS	67.52
		GRANITE MEDIA PARTNERS, INC. DBA: TAYL	GENERAL ELECTION	703.00
			DESIGN OF REINVESTMENT ZON	142.00
			ORDINANCE NO. 2024-16	109.00
		TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	417.18
		VERIZON WIRELESS	CELL PHONE	201.05
			INTERNATIONAL MIFI	37.99
		DENTON NAVARRO ROCHA BERNAL & ZECH, P.	SPECIAL COUNSEL SERVICES	314.50
		WILLIAMSON COUNTY ELECTIONS DEPARTMENT	ELECTIONS 1/2	4,281.23
		HEJL & SCHROEDER, P.C.	LEGAL SERVICES	14,575.00
			LEGAL SERVICES	12,362.22
			LEGAL SERVICES	<u>17,225.56</u>
			TOTAL:	50,532.68
CITY MANAGEMENT	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	FRAME FOR MAYOR'S COLLAGE	131.87

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			COFFEE CREAMER	9.58
		ICMA MEMBERSHIP RENEWALS	ICMA-DUES BRIAN LABORDE	1,200.00
		ODP BUSINESS SOLUTIONS, LLC	CH LEGAL COPY PAPER	9.49
		PNC BANK NATIONAL ASSOCIATION	CORREA'S CHINESE SALE TAX	15.51-
		TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	319.47
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	10,188.15
		VERIZON WIRELESS	CELL PHONE	194.94
		COMMUNITY COFFEE COMPANY LLC	COFFEE & SUPPLIES	36.75
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	2,632.48
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	19.16
			HUMANA DENTAL 2024	94.48
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA LTD	129.29
			SYMETRA LIFE & AD&D	77.40
		XEROX FINANCIAL SERVICES	CITY HALL COPIER LEASE	<u>95.75</u>
			TOTAL:	15,123.30
PUBLIC INFORMATION	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	COFFEE CREAMER	9.58
		ODP BUSINESS SOLUTIONS, LLC	CH LEGAL COPY PAPER	9.50
		TAYLOR CHAMBER OF COMMERCE	CHAMBER EXPO	250.00
		TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	49.40
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	979.35
		VERIZON WIRELESS	CELL PHONE	80.42
		OSBORNE, STACEY FORD	PIO SERVICES FY2023/2024	5,041.00
			PIO SERVICES FY2023/2024	6,319.00
		CHARTER COMMUNICATIONS HOLDINGS, LLC D	PEG CHANNEL APRIL 2024	693.58
		COMMUNITY COFFEE COMPANY LLC	COFFEE & SUPPLIES	36.75
		GRANICUS LLC	WEB STREAMING MARCH 2024	695.00
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	658.12
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	4.79
			HUMANA DENTAL 2024	23.62
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA LTD	16.01
			SYMETRA LIFE & AD&D	9.60
		XEROX FINANCIAL SERVICES	CITY HALL COPIER LEASE	<u>95.75</u>
			TOTAL:	14,971.47
HUMAN RESOURCES	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	COFFEE CREAMER	9.59
		ODP BUSINESS SOLUTIONS, LLC	CH LEGAL COPY PAPER	9.50
		TAYLOR OFFICE PRODUCTS INC	HR TRI-FOLD FLYERS	27.50
		TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	114.18
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	3,982.50
		VERIZON WIRELESS	CELL PHONE	120.63
		MESSER, LORI S. DBA: LOGIC COMPENSATIO	COMPENSATION STUDY	1,500.00
		ROSS GANNAWAY, PLLC	APRIL 2024 LEGAL SERVICES	274.50
		COMMUNITY COFFEE COMPANY LLC	COFFEE & SUPPLIES	36.75
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	1,316.24
		HUB INTERNATIONAL TEXAS, INC.	HUB CONSULTING FEE	3,150.00
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	14.37
			HUMANA DENTAL 2024	70.86
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA LTD	64.67
			SYMETRA LIFE & AD&D	<u>38.85</u>
			TOTAL:	10,730.14
CITY CLERK	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	COFFEE CREAMER	9.59
		ODP BUSINESS SOLUTIONS, LLC	CH LEGAL COPY PAPER	9.50
		TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	92.22
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	2,061.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		VERIZON WIRELESS	CELL PHONE	40.21
		COMMUNITY COFFEE COMPANY LLC	COFFEE & SUPPLIES	36.75
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	1,316.24
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	9.58
			HUMANA DENTAL 2024	47.24
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA LTD	33.36
			SYMETRA LIFE & AD&D	20.10
		XEROX FINANCIAL SERVICES	CITY HALL COPIER LEASE	<u>95.74</u>
			TOTAL:	3,772.29
FINANCIAL SERVICES	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	COFFEE CREAMER	9.59
		ODP BUSINESS SOLUTIONS, LLC	CH LEGAL COPY PAPER	9.50
			SHARPIES, AIR DUSTER, TAPE	60.75
		TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	349.55
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	8,410.72
		VERIZON WIRELESS	CELL PHONE	80.42
		BROOKSWATSON & CO., PLLC	FY23/24 AUDITING SERVICES	17,585.70
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	XPHASER 4622	46.95
		COMMUNITY COFFEE COMPANY LLC	COFFEE & SUPPLIES	36.75
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	2,632.48
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	23.95
			HUMANA DENTAL 2024	118.10
		SYMETRA LIFE INSURANCE COMPANY	ADD GRACIELA TYSON	67.64
			SYMETRA LTD	132.51
			TERM GRACIELA TYSON	18.06-
			SYMETRA LIFE & AD&D	79.50
		XEROX FINANCIAL SERVICES	CITY HALL COPIER LEASE	<u>95.75</u>
			TOTAL:	29,721.80
MUNICIPAL COURT	GENERAL FUND	ADT SECURITY SERVICES INC	109 W 5TH ST SEC/5/1-5/31/	70.93
		BRINKS, INCORPORATED	BRINKS MONTHLY SERVICES	860.29
		TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	153.70
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	2,272.42
		ATMOS ENERGY	NATURAL GAS-109 W 5TH ST	80.48
		VERIZON WIRELESS	CELL PHONE	40.21
		QUADIENT LEASING USA, INC.	TMC POSTAGE LEASE	214.62
		CINTAS CORP DBA FIRST AID & SAFETY	109 W. 5TH ST/MEDICAL SUPP	80.78
			109 W. 5TH ST/MEDICAL SUPP	50.48
			109 W 5TH ST/MEDICAL SUPPL	57.20
			109 W 5TH ST/MEDICAL SUPPL	83.43
		HEJL & SCHROEDER, P.C.	MUNICIPAL COURT LEGAL SRV	1,875.00
			MUNICIPAL COURT LEGAL SRV	2,550.00
			MUNICIPAL COURT LEGAL SRV	3,075.00
		MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY	MONTHLY ELECTRIC BILL	125.84
		WILSON, LUCAS C. DBA: ATTORNEY AT LAW	ASSOCIATE JUDGE	1,062.50
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	1,974.36
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	14.37
			HUMANA DENTAL 2024	70.86
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA LTD	36.68
			SYMETRA LIFE & AD&D	<u>22.20</u>
			TOTAL:	14,771.35
DEVELOPMENT SERVICES	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	COFFEE CREAMER	9.59
		WATKINS, MICHAEL DEAN DBA:	PZ-2023-1753	2,074.90
			TAYLOR 100 PZ 2023-1884	2,349.50
			PZ-2023-1970/PROJ2106-29	52,404.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MASTER AGREEMENT ONCALL	2,777.50
		ODP BUSINESS SOLUTIONS, LLC	CH LEGAL COPY PAPER	9.50
		TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	483.05
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	8,466.30
		VERIZON WIRELESS	CELL PHONE	291.85
		HUMPHREYS, JAMES BRENT DBA: MALLARD &	ABATEMENT, DEMO MOWING	225.00
		SOUTH CENTRAL PLANNING & DEV. COMMISSI	MONTHLY FEE LIC. SCPDC	1,608.33
		EILEEN MERRIT INC. DBA ATS ENGINEERS,	MONTHLY PLAN REVIEW FEES	6,897.50
		COMMUNITY COFFEE COMPANY LLC	COFFEE & SUPPLIES	36.75
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	5,264.96
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	38.32
			HUMANA DENTAL 2024	188.96
		SYMETRA LIFE INSURANCE COMPANY	ADD PRESTON GUNN	8.00
			SYMETRA LTD	136.91
			ADD PRESTON GUNN	10.43
			SYMETRA LIFE & AD&D	82.35
			ADD PRESTON GUNN	6.30
		XEROX FINANCIAL SERVICES	CITY HALL COPIER LEASE	95.75
			TOTAL:	83,466.51
MAIN STREET PROGRAM 00 GENERAL FUND		AMAZON.COM SALES, INC DBA: AMAZON.COM	HISTORIC PRES. COMM/NOTEBO	36.96
			COFFEE CREAMER	9.59
		ODP BUSINESS SOLUTIONS, LLC	CH LEGAL COPY PAPER	9.50
		TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	75.53
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	1,918.02
		VERIZON WIRELESS	CELL PHONE	80.42
		HARRIS, JAN	MAIN STREET NOW CONFERENCE	120.54
			MAIN STREET NOW CONFERENCE	264.00
			TEXAS MAIN ST DESIGN WORKS	37.32
		NATIONAL MAIN STREET CENTER INC.	2024 NATIONAL MAIN ST CONF	640.00
		COMMUNITY COFFEE COMPANY LLC	COFFEE & SUPPLIES	36.75
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	1,316.24
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	9.58
			HUMANA DENTAL 2024	47.24
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA LTD	31.36
			SYMETRA LIFE & AD&D	18.90
		XEROX FINANCIAL SERVICES	CITY HALL COPIER LEASE	95.75
			TOTAL:	4,747.70
CD-MOODY MUSEUM	GENERAL FUND	ADT SECURITY SERVICES INC	MOODY SEC/5/2/2024-6/1/202	74.12
		ATMOS ENERGY	NATURAL GAS-114 W 9TH ST	87.99
		MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY	MONTHLY ELECTRIC BILL	317.60
			TOTAL:	479.71
PUBLIC LIBRARY	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	PROGRAM SUPPLIES/MICROPHON	56.94
		BLACKSTONE AUDIO, INC. DBA: BLACKSTONE	AUDIO BOOKS	79.98
		BIBLIONIX LLC	LIBRARY SOFTWARE	3,030.00
		DEMCO, INC.	SECURITY STRIPS, PAPER, JA	837.96
		ELLIS, KAREN	EBAY TAYLOR ITEMS FOR ARCH	18.00
		INGRAM BOOK COMPANY	BOOKS	43.13
			BOOKS	230.52
		MISCELLANEOUS FAITH REMMERT	FAITH REMMERT:REFUND BOOK	21.00
		TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	237.57
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	5,026.05
		ATMOS ENERGY	NATURAL GAS-801 VANCE ST	89.97
		ULINE, INC.	MEETING ROOM TABLES	2,363.36

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEETING ROOM TABLES	5,110.00
		VERIZON WIRELESS	CELL PHONE	40.21
		DELL FINANCIAL SERVICES	DELL OPTIPLEX	11,014.80
		CHARTER COMMUNICATIONS HOLDINGS, LLC D	LIBRARY INTERNET	33.54
		TRI-POINT REFRIGERATION, INC.	LIBRARY/ICE MACHINE MAINT	649.44
		CINTAS CORP DBA FIRST AID & SAFETY	LIBRARY FIRST AID KIT	19.41
		NORRIS, LEAH	TAYLOR SWIFT PARTY SUPPLIE	31.30
		MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY	MONTHLY ELECTRIC BILL	873.23
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	3,290.60
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	23.95
			HUMANA DENTAL 2024	118.10
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA LTD	76.03
			SYMETRA LIFE & AD&D	<u>45.90</u>
			TOTAL:	33,360.99
FIRE DEPARTMENT	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	VACUUM FOR ADMIN	147.34
			SUPPLIES	36.94
			SCREEN PROTECTOR	7.99
		CULBERTSON, AARON	REIMBURSE FOR BOOTS	200.00
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	515.47
		CASCO INDUSTRIES INC.	SCBAS	42,181.48
		DOOLEY TACKABERRY, INC.	HOODS	1,137.49
		FED EX	COURIER-GOT YOU COVERED	40.27
			COURIER-GOT YOU COVERED	63.18
		TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	8,585.16
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	39,792.41
		RESCUE TRAINING INC.	SWIFTWATER TRNG - CULBERTS	385.00
		ATMOS ENERGY	NATURAL GAS-705 CARLOS PAR	99.46
			NATURAL GAS-200 WASHBURN S	121.85
		VERIZON WIRELESS	CELL PHONES	241.26
			DATA CARDS	734.07
		WILLIAMSON COUNTY AUDITOR'S OFFICE	3RD QRT RADIO COMM SYSTEM	4,320.78
			FD DISPATCH SERVICE FEES	3,685.33
		AWARD CENTER	PATS - STUMP	29.55
			PROMOTION PATS-SORRICK,WIL	58.15
		MUNICIPAL EMERGENCY SERVICES, INC	BUNKER GLOVES	758.24
			SCREW FOR SCBA	6.54
			STUMP/BUNKER GRAR SUSPENDE	84.60
			BATTERIES FOR Q1 FAN	1,572.48
			PART FOR SCBA	80.81
		AT&T U-VERSE	FD INTERNET - STA 2	127.69
		IMPACT PROMOTIONAL SERVICES, LLC DBA:	UNIFORMS	480.24
			NAME & RANK TAPES-SORRICK,	126.00
		VRABEL, MICHELE	COFFEE/KITCHEN SUPPLIES	78.55
		CHARTER COMMUNICATIONS HOLDINGS, LLC D	FD INTERNET	401.30
		MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY	MONTHLY ELECTRIC BILL	1,184.54
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	16,453.00
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	124.54
			HUMANA DENTAL 2024	614.12
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA LTD	542.21
			ADJ NATHAN DOMINGUEZ	0.50
			SYMETRA LIFE & AD&D	324.60
			ADJ NATHAN DOMINGUEZ	0.30
		STUMP, ZACHARY	PANT ALTERICATIONS	<u>64.95</u>
			TOTAL:	125,408.39

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE DEPARTMENT	GENERAL FUND	AT&T	PD INTERNET	1,637.54
		AMAZON.COM SALES, INC DBA: AMAZON.COM	CAMPBELL DUTY BELT	63.11
			CUFF CASES/ EYE/EAR PROTEC	108.21
			YELLOW TISSUE PAPER	19.97
			GLOCK TRAINERS	104.02
			REFLECTIVE PATCHES	19.98
			CART/ICE SCOOP	123.99
			ARMORALL WIPES FOR FLEET	51.44
		BRIONES, THERESA	CONFERENCE TRANSPORTION TA	48.00
		TEXAS DEPARTMENT OF INFORMATION RESOUR	DISPATCH CIRCUIT MARCH 202	413.28
		G T DISTRIBUTORS, INC	FLASHLIGHTS & HOLDERS	2,901.36
			RECRUIT CAMPBELL ACADEMY G	415.74
			GUERRERO NAMESTRIP	6.00
			DE HOYOS UNIFORMS	162.98
			5.11 PANTS/POLOS FOR CADET	342.00
			UNIFORM/DUTY GEAR/BPV	205.97
			CMDR. BRANSON L/S FLEXRS S	70.49
		GRAINGER, W. W. INC.	DISPATCH REPLACEMENT CHAIR	604.04
		TYLER TECHNOLOGIES, INC	2-TICKET WRITERS	800.00
		PITNEY BOWES GLOBAL FINANCIAL SERVICES	POSTAGE MACHINE LEASE	178.80
		TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	13,796.69
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	50,262.56
		VERIZON WIRELESS	CELL PHONES	643.36
			CELL PHONES - VOCA COORDIN	40.21
			CELL PHONES - VOCA VOLUNTE	40.21
			MIFI-VOCA COORDINATOR	37.99
			DATA CARDS	569.85
		WILLIAMSON COUNTY AUDITOR'S OFFICE	WILCO RADIOS SUBSCRIBER	7,420.47
		SLAPPEY COMMUNICATIONS, LLC DBA: IT VO	MONTHLY IT SUPPORT FY 24	7,909.76
		BURRELL PRINTING COMPANY, INC	CPL'S/CID BUSINESS CARDS	478.92
			JOHNS BUSINESS CARDS	75.83
		SECURITAS TECHNOLOGY CORPORATION	KEYSCAN BOX MAINTENANCE 5/	60.79
		DELL FINANCIAL SERVICES	PD REPLACEMENT COMP	3,830.90
		DISCOUNTCELL, INC.	2024 CRADLEPOINT	2,385.60
		CHARTER COMMUNICATIONS HOLDINGS, LLC D	BACKUP PD INTERNET	337.01
		DR. TANIA GLENN & ASSOCIATES, PA	PD MENTAL HEALTH SRVS	140.00
		AXON ENTERPRISE INC.	FLEET CAMERAS BALANCE YEAR	618.05
		AVAYA FINANCIAL SERVICES	POLICE SOFTWARE	355.49
		KONICA MINOLTA PREMIER FINANCE	PD COPIER LEASE 4/18-5/18/	170.00
			PATROL COPIER 4/19/24-5/18	170.00
			RECORDS COPIER 4/17/24-5/1	267.44
		PARISELLA, CLAUDIA	CONFERENCE TRANSPORTATION	41.10
		MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY	MONTHLY ELECTRIC BILL	975.64
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	25,008.56
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	182.02
			TERM SAMANTHA SANDOVAL	4.79-
			HUMANA DENTAL 2024	921.18
			TERM SAMANTHA SANDOVAL	23.62-
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA LTD	752.94
			ADJ WILFREDO ARCE	0.56
			ADJ JAMES BODIFORD	0.27
			ADJ SHANE NEWELL	0.38
			SYMETRA LIFE & AD&D	441.90
			ADJ WILFREDO ARCE	0.30
			ADJ JAMES BODIFORD	0.30
			ADJ SHANE NEWELL	0.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CAMPBELL, ERIC	RECRUIT PD SHIRTS/SHORTS	89.94
		WORKQUEST F/K/A TIBH INDUSTRIES, INC.	DWL KITS X 25	197.50
			TOTAL:	126,472.53
ANIMAL CONTROL	GENERAL FUND	EVINS GROUP LLC DBA: OPENWORK	FY 24 TEMP ACO KENNEL	1,941.19
			FY 24 TEMP ACO KENNEL	1,981.25
			FY 24 TEMP ACO KENNEL	1,503.66
		GRAEF VETERINARY HOSPITAL	VET SERVICES-BOARDING	753.30
		PNC BANK NATIONAL ASSOCIATION	TRACTOR SUPPLY VOIDED PURC	45.40-
			WALMART RETURN SINK STOPPE	2.54-
			STARLINK SALES TAX CREDIT	210.38-
		GONZALES, ANDREW SCOTT DBA: 5G SERVICE	ACO (9) SHIRTS EMBROIDERY	175.36
		TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	92.22
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	3,031.09
		VERIZON WIRELESS	CELL PHONE	77.83
		KONICA MINOLTA PREMIER FINANCE	ACO COPIER RENTAL APRIL 20	170.00
		JONES, DAWN	SHELTER TO HUMANE EDUCATOR	30.55
		MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY	MONTHLY ELECTRIC BILL	758.42
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	1,974.36
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	9.58
			HUMANA DENTAL 2024	70.86
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA LTD	45.13
			SYMETRA LIFE & AD&D	27.30
		GRAEF, ARLO WAYNE	ACO VET SERVICES	1,240.00
			ACO VET SERVICES	1,095.00
		MORGAN, JACKIE	SHELTER TO HUMAN EDUCATORS	30.55
			TOTAL:	14,749.33
STREETS & GROUND MAINT	GENERAL FUND	AMAZON.COM SALES, INC DBA: AMAZON.COM	3RING BINDERS/MONITOR PROT	116.00
			SNAKE BITE GUARDS-(7) PR	230.93
			COPY PAPER-10 REAMS	51.98
			ORANGE NITRILE GLOVES L&XL	156.66
		CENTERLINE SUPPLY, INC	NO RIGHT/LEFT TURN ON SLOA	124.20
		BRAUNTEX MATERIALS, INC.	3,191/TONS HMCL TYPE D	23,568.62
			3,191/TONS HMCL TYPE D	11,721.80
			3,191/TONS HMCL TYPE D	23,798.92
			3,191/TONS HMCL TYPE D	18,909.04
			3,191/TONS HMCL TYPE D	18,701.30
		IWORQ SYSTEMS, INC	PW SOFTWARE MAINT	3,000.00
		ERGON ASPHALT & EMULSIONS, INC	SS-1 EMULSION OIL	1,196.63
			SS-1 EMULSION OIL	1,291.02
			SS-1 EMULSION OIL	3,237.22
		HDR ENGINEERING INC	PUBLIC WORK STAFF AUGMENTA	5,628.88
		HEART OF TEXAS LANDSCAPE & IRRIGATION	BLANKET PO IRRIGATION FY	149.00
			BLANKET PO IRRIGATION FY	331.00
			BID # 2023-6 CITY-WIDE	29,519.21
		PROGRESSIVE WASTE SOLUTIONS DBA WC OF	(2) 40 YD&(2) 20 YD RO-CHG	1,539.64
		THE LEVY COMPANY, INC.	TRBLSHT 2ND&TALBOT PED FLA	885.00
			STOP LIGHT-2ND & SLOAN	1,807.50
		MOSS & MOSS INC. #4000	ELEC TAPE/LOCK-ROBINSON BR	16.72
			BATTERIES-BEACON LIGHTS-BA	52.15
			GOOF OFF-CLEAN SPRAY RIG	8.09
			SPRINKLER NOZZLES-LIBRARY	16.80
		TAYLOR IRON-MACHINE WORKS	#565 EXTEND OUTLET TO DUMP	472.00
		TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	8,744.35
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	15,080.27

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ATMOS ENERGY	NATURAL GAS-1424 N MAIN ST	139.71
		VERIZON WIRELESS	CELL PHONE	504.85
			GATEWAY SIGN	37.99
		MCCOY'S BUILDING SUPPLY	CLOSNER LAYDOWN MACHINE HD	26.45
		HAYDAY, INC. DBA: CTWP	COPIER MAINT/1424 N MAIN	150.89
		CLOSNER EQUIPMENT CO., INC	MAULDIN PAVER - REPAIR	3,373.21
		CHARTER COMMUNICATIONS HOLDINGS, LLC D	PW INTERNET	231.20
		GONZALES, CHRISTOPHER	CDL RENEWAL 4.5.2024	97.00
		T7 ENTERPRISES, LLC DBA RELIABLE TIRE	TIRE DISP-1424 N MAIN&FIRE	832.00
		AVAYA FINANCIAL SERVICES	CAMERA SYSTEM	167.58
		COMMUNITY COFFEE COMPANY LLC	DECAF COFFEE/STIR STICKS	50.55
		NORTHWEST CASCADE INC DBA HONEY BUCKET	2024 SPRING CLEAN UP-WELCH	176.50
		SANCHEZ, JAMIE DBA: JAY'S TREE SERVICE	TREE REM-1207 SAGEWOOD-DRA	850.00
		UNIFIRST HOLDINGS INC	ST,GR/UNIFORM RENTAL	350.94
			ST,GR/UNIFORM RENTAL	357.87
			ST/GR-UNIFORM RENTAL	357.87
		MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY	MONTHLY ELECTRIC BILL	17,268.13
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	9,871.80
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	76.64
			HUMANA DENTAL 2024	377.91
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA LTD	236.38
			SYMETRA LIFE & AD&D	134.40
		APPLIED RESEARCH ASSOCIATES, INC.	PAVEMENT MGMT & SERVICES	65,310.00
			TOTAL:	271,334.80
PARKS & RECREATION	GENERAL FUND	THE ADT SECURITY CORPORATION	DICKEY GIVENS SEC/4/29-5/2	109.84
		AMAZON.COM SALES, INC DBA: AMAZON.COM	EPCOR PLANTING AT HS SUPPL	438.82
			ANCHORS & PLUGS FOR TRP FI	404.17
			CREDIT FOR RETURN OF DUMBE	39.71-
			PROGRAM SUPPLIES/WEIGHTS	316.31
			PROGRAM SUPPLIES/POOL NOOD	320.33
			PLUGS FOR TRP FIELDS	39.88
			WATER DUMBELLS	323.90
			KIT DAY SUPPLIES	196.51
			ZIP TIES & STAMP	107.48
		IWORQ SYSTEMS, INC	P&R SOFTWARE MAINT	2,000.00
		COUFAL-PRATER EQUIP LLC DBA UNITED AG	GATOR WINDSHIELDS	4,362.17
		HEART OF TEXAS LANDSCAPE & IRRIGATION	SKATE PARK IRRIGATION/VALV	554.50
			DG IRRIGATION/ROTOR, NOZZL	325.00
			EPCOR PLANTING AT HERITAGE	2,250.02
		MISCELLANEOUS GERALD JONES	GERALD JONES:ADULT VOLLEYB	400.00
		APRIL GREEN	APRIL GREEN:FITNESS CLASSE	810.00
		FERGUSON FACILITIES SUPPLY #61	CAN LINERS/PINE-SOL/JUMBO	344.28
			TRPSC/GLOVES, SOAP, TOWELS	2,204.05
		MOBILE MINI, INC	MOBILE MINI LEASE/4/18-5/1	102.00
		MOSS & MOSS INC. #5000	BRUSHES PATE FOAM COVER	12.91
			SIGNS & FASTENERS	13.14
			PAINT & BRUSHES	10.77
			SQUEEGEES & ADHESIVE DISC	29.66
			PADLOCKS	39.58
			LOCKS	19.79
			REGAL TOOL	5.37
			40W FLUOR BULB	20.84
			WET FLOOR SIGN	23.39
			BRUSHES & GOGGLES	16.77
			COUPLING	3.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CABLE TIES	12.58
		L AND O SERVICES, LLC DBA: PAUL'S POOL	GAS PUMP FOR POOL DRAIN	150.00
		TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	2,452.59
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	10,134.46
		TIME WARNER CABLE DBA SPECTRUM	DICKEY GIVENS INTERNET	99.99
			FIELD HOUSE INTERNET	120.08
		ATMOS ENERGY	NATURAL GAS-1418 DAVIS ST	85.00
			NATURAL GAS-1418 DAVIS ST	96.17
		VERIZON WIRELESS	CELL PHONE	201.05
			IPAD	37.99
		MCCOY'S BUILDING SUPPLY	SPRAYER & TIP	63.68
			PAINT THINNER	16.74
		RYAN SANDERS SPORTS SERVICES, LLC	ADDITIONAL FIELD CONDITIO	5,669.58
			FIELD CHALD & CONDITIONER	1,036.40
		DAHILL DBA: XEROX BUSINESS SOLUTIONS S	BIKE RODEO COPIES	96.92
			XEROX SERVICE CONTRACT	37.15
			TRPSC/XEROX SERVICE CONTRA	37.15
		WHIRLIX DESIGN INC.	INSTALL FITNESS EQUIP.	34,894.93
		TRI-POINT REFRIGERATION, INC.	TRP BASEBL CONC ICE MACH M	846.49
			TRPSC/ICE MACHINE REPAIR	465.32
			TRPSC/ICE MACHINE REPAIR	899.19
			TRP SOFTBL CONC ICE MACH M	721.53
			TRP SOCCER CONC ICE MACH M	529.41
		JACKSON, DON DBA: JACKSON FENCING & WE	MURPHY PAV GATE REPAIRS	1,750.00
		TRUGREEN LIMITED PARTNERSHIP	BULL BRANCH LAWN SERVICE	226.60
			TRPSC/LAWN SERVICE	2,060.00
			MURPHY PARK ROTARY LAWN SE	226.60
			ROBINSON PARK LAWN SERVICE	226.60
			MALLARD LN LAWN SERVICE	226.60
			TRP SOCCER LAWN SERVICE	350.77
		AVAYA FINANCIAL SERVICES	TRPSC/PHONE SYSTEM	121.60
			CAMERA SYSTEM	167.58
		EZROW CLEANING LLC	DICKEY GIVENS JANITORIAL C	217.00
			DICKEY GIVENS/WINDOW CLEAN	85.00
		NORTHWEST CASCADE INC DBA HONEY BUCKET	MEMORIAL FIELD PORTA POTTY	145.00
		MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY	MONTHLY ELECTRIC BILL	9,510.78
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	6,581.20
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	47.90
			HUMANA DENTAL 2024	236.20
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA LTD	147.64
			TERM FRANCO MOLINA	58.62-
			ADJ BETSY SCHULTZ	1.39
			SYMETRA LIFE & AD&D	89.10
			TERM FRANCO MOLINA	35.10-
			ADJ BETSY SCHULTZ	0.75
		M&C ELECTRIC INC.	L&M TO REWIRE RIGHT	5,200.00
			BALLAST & FUSES MALLARD FI	970.00
		JOHN BUNNELL PAINTING, LLC	ROBINSON SPLASH PAD	3,581.00
			HERITAGE SQ/BULL BRANCH	1,503.00
			HERITAGE SQ/BULL BRANCH	4,419.00
			TOTAL:	112,467.34
INTERNAL SERVICES/BLDG GENERAL FUND		AMAZON.COM SALES, INC DBA: AMAZON.COM	CH SHELF UNIT FOR COPY PAP	46.99
			FLOOR CLEANER	46.94
			CH PROJECT/CHAIR MATS	159.56
			POWER STRIP/EXT CORD	132.01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			OSHA SIGNS	34.95
			MOP HEAD REFILLS	45.00
			BLDG MAINT RECHARGE BATTER	65.40
			BLDG MAINT RECHARGE BATTER	32.81
			CLEANING CLOTHS	76.14
			BLDG MAINT BATTERIES	36.28
			DOOR SIGNS (BLDGS)	173.30
			BLDG MAINT BATT CHARGERS	73.62
			MOP HANDLE	19.99
			REFUND CLEANING CLOTHS	76.14-
			FELICIA T-SHIRTS	37.12
			BLDG MAINT STOCK BATTERIES	35.42
			DELL MINI ADAPTERS	19.88
			COFFEE CREAMER	9.59
			FLOOR DOOR THRESHOLD	78.30
			CITY HALL/SMALL TRASH LINE	33.98
			CH DOOR SIGN NOT AN ENTRY	15.62
			CHAMBERS/EXTRA P.P REMOTE	35.98
		JIM McNABB INC DBA: ART OFFICE SIGNS	CH VINYL INSTALL	275.00
		FLOYDCO INC	CH PROJECT/FURNISH THRESHO	360.00
		GULF COAST PAPER CO. INC.	DISHWASHER TABS	30.00
			TOILET PAPER	71.49
			NON ACID BOWL CLEANER; DUS	84.54
		HDR ENGINEERING INC	TO #1 ASSET MANGEMENT/	2,877.71
		HOME DEPOT CREDIT SERVICES	BLDG MAINT TOOLS/LADDER	139.00
		FERGUSON FACILITIES SUPPLY #61	CAN LINERS/FLOOR CLEANER	116.24
		MOSS & MOSS INC. #6000	PD WIND MACHINE AND EXT CO	67.58
			COURT/DRIVE THROUGH REPAIR	47.48
			DICKEY GIVEN PLASTIC COVER	11.69
			DICKEY CENTER PAINT	27.89
			ACO FILTERS	83.67
			COUNCIL CHAMBER REP/PAINT,	41.70
			CH PROJECT/LEVER	22.49
			MOODY MISC SUPPLIES	14.62
			BLDG MAINT/KEYS & SURGE ST	29.29
			MOODY/CLOTH & WINDEX	12.98
		TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	1,226.30
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	4,600.65
		ATMOS ENERGY	NATURAL GAS-400 PORTER ST	122.80
		VERIZON WIRELESS	CELL PHONE	201.05
		VIC'S HEAT & AIR	PD A/C MAINTENANCE W/ FREO	375.00
		WAYNE GING PLUMBING, LLC	POLICE DEPT/REPLACED VALVE	425.00
			FD#1 REPLACE URINAL	685.00
		MCCOY'S BUILDING SUPPLY	COURT 4X4 PINE/DT REPAIR	17.77
			COUNCIL CHAMBER REPAIR/STU	123.27
		GRENIER SERVICE COMPANY, LLC DBA:	FS#2 DOOR ASSESSMENT FEE	160.00
			FS#1 DOOR ASSESSMENT FEE	150.00
		SPARKLETTS & SIERRA SPRINGS	BLDG MAINT COOLER	119.41
		ALL STARR TERMITE & PEST CONTROL	FY23/24 PEST CONTROL	1,099.00
		ERIC DONNELL JACKSON	PD REPAIR DOOR LOCK	142.50
		CARDINAL ELEVATOR SERVICE LLC	MOODY/ELEVATOR PREV MAINT	437.50
		AIR VACUUM CORPORATION	FD FILTERS	2,264.00
		CINTAS CORP DBA FIRST AID & SAFETY	CH FIRST AID KIT	59.48
		TALLEY, JORDAN DBA W&J HOME REPAIR	AUDITORIUM REMODEL	21,015.00
		AVAYA FINANCIAL SERVICES	CAMERA SYSTEM	167.59
		COMMUNITY COFFEE COMPANY LLC	COFFEE & SUPPLIES	36.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		UNIFIRST HOLDINGS INC	CITY HALL MATS	22.43
			MATS-UTILITY MAINTENANCE	3.84
			MATS-1424 N MAIN	13.31
			CITY HALL MATS	22.43
			MATS-UTILITY MAINTENANCE	3.84
			MATS-1424 N MAIN	13.31
			MUNICIPAL COURT MATS	14.60
			PD MAT SERVICE 04.11.2024	13.31
			LIBRARY MATS	17.55
			MATS-UTILITY MAINTENANCE	3.84
			1424 N MAIN ST- MATS	13.31
			FIRE #1 MATS	8.76
			MUNICIPAL COURT MATS	14.60
			PD MAT SERVICE 4.18.24	13.31
			LIBRARY MATS	17.55
			FIRE #2 MATS	6.84
			MATS-UTILITY MAINTENANCE	3.84
			FIRE #1 MATS	8.76
			MUNICIPAL COURT MATS	14.60
			PD MAT SERVICE 04/25/2024	13.31
			FIRE #2 MATS	6.84
		AMBASSADOR SERVICES, LLC.	CH/PD/LIBRARY JANITORIAL	3,122.86
		MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY	MONTHLY ELECTRIC BILL	1,261.76
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	1,974.36
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	14.37
			HUMANA DENTAL 2024	70.86
		TEXAS TRADITIONS GROUP, LLC	N.W. FIRE STATION REPAIR	591.62
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA LTD	64.06
			ADJ NICOLE OMAN	1.25
			SYMETRA LIFE & AD&D	38.55
			ADJ NICOLE OMAN	<u>0.60</u>
			TOTAL:	46,264.65
ENGINEERING & INSPECTI	GENERAL FUND	HDR ENGINEERING INC	CITY ENG. SERVICES	9,499.42
			HDR/GIS SERVICES	6,994.26
			STRATEGIC COMMUNICATIONS	468.22
			SAMSUNG ENGINEERING SERVIC	4,998.42
			DEVELOPMENT REVIEWS&INSPEC	58,787.01
			TRANSPORTATION MASTER PLN	2,971.38
			TAYLOR FD STAT 2 TRAFFIC C	453.98
			EDC ASSIST & SPEC DEV ASSI	3,939.54
			PARKS DEPT PROJECT MGMT	<u>6,010.30</u>
			TOTAL:	94,122.53
INTERNAL SVC/ I T DEPT	GENERAL FUND	AT&T	CH INTERNET	1,637.54
		VERIZON WIRELESS	MDM(167) SECURE BROWSER (1	457.50
		SLAPPEY COMMUNICATIONS, LLC DBA: IT VO	ANTIVIRUS SOFTWARE	624.00
			OUTSOURCE IT SERVICES/	14,182.28
			FIREWALL LICENSE RENEWAL	24,264.28
			FIREWALL LICENSE RENEWAL	378.00
		CHARTER COMMUNICATIONS HOLDINGS, LLC D	PIO CABLE	89.43
		FORD AUDIO-VIDEO SYSTEMS, LLC.	LIBRARY PROJECTOR	1,622.75
		AVAYA FINANCIAL SERVICES	ANNUAL LEASE/CITY PHONES	<u>2,344.50</u>
			TOTAL:	45,600.28
NON-DEPARTMENTAL	GENERAL FUND	TML INTERGOVERNMENTAL	FY24 ERRORS & OMISSIONS	2,646.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FY24 GENERAL LIABILITY	1,762.91
			FY24 LAW ENFORCEMENT LIABI	4,928.50
			FY24 CYBER LIABILITY	61.81
			FY24 CRIME COVERAGE	661.50
			FY24 REAL & PERS PROP	11,948.68
		WILLIAMSON COUNTY & CITIES HEALTH DIST	QUARTERLY COOP AGREEMENT	9,972.81
		HART COMPONENTS LLC	Q1 2024 SALES TAX REBATE	16,615.26
		MARX, RONALD W.	COMPLETE PA SERVICES,	750.00
		SAMSUNG AUSTIN SEMICONDUCTOR, LLC	USE TAX GRANT PAYMENT #2	3,434,493.71
		HEALTH CARE SERVICE CORPORATION	RETIREE COVERAGE	3,331.07
		HUMANA INSURANCE COMPANY	HUMANA VISION RETIREES 202	19.16
		FIGUEROA, GARY DBA: G'S 183 PIT STOP	4.18.24 MUSIC ON MAIN	<u>1,800.00</u>
			TOTAL:	3,488,991.97
HOTEL/MOTEL TAX	HOTEL/MOTEL FUND	THE RETAIL COACH, LLC	2024 RECRUIT & DEV STRATE	<u>9,000.00</u>
			TOTAL:	9,000.00
CONTRIBUTE CIVIC PROGR MAIN STREET REVENU	MISCELLANEOUS	ALYSE MERVOSH	ALYSE MERVOSH:FACADE GRANT	938.50
		NORTHWEST CASCADE INC DBA HONEY BUCKET	TAYLOR FEST 2024/PORTABLES	1,200.00
		MARX, RONALD W.	TAYLOR FEST 5.4.24 SOUND	1,800.00
		GA & H LLC DBA: OPERATION JUMP	TAYLOR FEST 2024 PERFORMAN	381.35
		FISHER, RUBY	SECOND SATURDAYS BANNERS	74.84
		ZIMMET, MAX T.	TAYLOR FEST 2024 PERFORMAN	600.00
		AUSTIN INDEPENDENT SCHOOL DISTRICT	TAYLOR FEST 2024 PERFORMAN	250.00
		ABOUBACAR SYLLA DBA: SYLLA MUSIC	TAYLOR FEST 2024 PERFORMAN	1,000.00
		TEED SHIRTS, INC.	SHRED FEST SHIRTS	304.95
		ROBINSON, KEITH	TAYLOR FEST 2024 PERFORMAN	300.00
		ARMENTA, MIGUEL	TAYLOR FEST 2024-THE JAMS	<u>600.00</u>
			TOTAL:	7,449.64
LIBRARY	LIBRARY GRANT/DONA	AMAZON.COM SALES, INC DBA: AMAZON.COM	ST.DAVID'S GRIEF SUPPLIES	125.15
	MISCELLANEOUS	GREEN MAN THERAPEUTIC	GREEN MAN THERAPEUTIC MASS	60.00
		WONCHANOK VISITSAK	WONCHANOK VISITSAK:CHAIR Y	170.00
		WONCHANOK VISITSAK	WONCHANOK VISITSAK:CHAIR Y	<u>170.00</u>
			TOTAL:	525.15
I & S PAYMENT ACCOUNTS I & S FOR G O BOND	THE BANK OF NEW YORK MELLON		GO REF BONDS SERIES 2016	<u>825.00</u>
			TOTAL:	825.00
CAPITAL PROJECTS	GENERAL CAPITAL IM	THE C.T. BRANNON CORPORATION	TOTAL DESIGN/ENGINEERING	<u>41,760.00</u>
			TOTAL:	41,760.00
HOME PROGRAM-TDHCA	GENERAL CAPITAL IM	WARD ARCHITECTURE PLLC	WARD ARC HOME GRANT	4,740.00
		MSKJ APPRAISAL SERVICES	303 E MLK BLVD APPRAISAL	<u>700.00</u>
			TOTAL:	5,440.00
2019 GO BONDS PROJECTS	GENERAL CAPITAL IM	HDR ENGINEERING INC	HDR/JUSTICE CENTER	<u>1,482.00</u>
			TOTAL:	1,482.00
PERFORMANCE CONTRACT	2017 PERFORMANCE C	HDR ENGINEERING INC	TO # 26 ELECTRICAL IMPROV	<u>1,145.72</u>
			TOTAL:	1,145.72
NON-DEPARTMENTAL	TRANSPORTATION FUN	TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	1,155.37
		WEX HEALTH, INC. DBA: WEX	38705 FSA	58.82
			38705 FSA	58.82
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	654.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	14.37
			HUMANA DENTAL 2024	103.60
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA VOL LIFE	<u>5.86</u>
			TOTAL:	2,051.27
TRANSPORTATION	TRANSPORTATION FUN	TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	65.87
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	2,190.27
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	1,974.36
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	14.37
			HUMANA DENTAL 2024	70.86
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA LTD	33.68
			SYMETRA LIFE & AD&D	<u>20.25</u>
			TOTAL:	4,369.66
NON-DEPARTMENTAL	MUNICIPAL DRAINAGE	TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	1,387.49
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	1,306.17
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	9.58
			HUMANA DENTAL 2024	<u>103.60</u>
			TOTAL:	2,806.84
MUNICIPAL DRAINAGE	MUNICIPAL DRAINAGE	TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	548.92
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	2,630.31
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	2,632.48
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	14.37
			HUMANA DENTAL 2024	94.48
			ADD ETHAN HARDEN	58.98
			ADD ETHAN HARDEN	58.98
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA LTD	46.35
			ADD ETHAN HARDEN	10.43
			SYMETRA LIFE & AD&D	24.45
			ADD ETHAN HARDEN	<u>6.30</u>
			TOTAL:	6,126.05
NON-DEPARTMENTAL	SANITATION FUND	TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	SALES&USE TAX ENDING 3/31/	<u>8,736.10</u>
			TOTAL:	8,736.10
NON-DEPARTMENTAL	PUBLIC UTILITIES F	AFLAC	AFLAC APRIL 24 INVOICE	211.00
		MISCELLANEOUS KRAUSE, MICHAEL	50-3576-00	65.00
		NATIONWIDE RETIREMENT SOLUTIONS	457B DEF COMP PLAN	70.00
			457B DEF COMP PLAN	83.00
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	14,101.66
		WEX HEALTH, INC. DBA: WEX	38705 FSA	73.63
			38705 FSA	73.63
		INTERNATIONAL CITY MANAGEMENT ASSOC RE	PLAN ID 307325-CONTRIBUTOR	90.00
			PLAN ID 307325-ROTH	50.00
			PLAN ID 307325-CONTRIBUTOR	90.00
			PLAN ID 307325-ROTH	50.00
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	2,857.85
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	38.32
			HUMANA DENTAL 2024	242.56
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA VOL LIFE	<u>122.64</u>
			TOTAL:	18,219.29
UTILITIES ADMINISTRATI	PUBLIC UTILITIES F	AMAZON.COM SALES, INC DBA: AMAZON.COM	COFFEE CREAMER	9.59
		BRINKS, INCORPORATED	BRINKS MONTHLY SERVICES	1,555.83
		ODP BUSINESS SOLUTIONS, LLC	UB OFFICE SUPPLIES	253.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CH LEGAL COPY PAPER	9.50
			UB OFFICE SUPPLIES	537.93
			UB STORAGE BOXES	112.07
		TAYLOR OFFICE PRODUCTS INC	DROP BOX ENVELOPES	176.70
		TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	768.49
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	5,197.60
		VERIZON WIRELESS	CELL PHONE	120.63
			AIRCARD	37.99
		DELL FINANCIAL SERVICES	UTILITY BILLING MONITORS	359.98
		COMMUNITY COFFEE COMPANY LLC	COFFEE & SUPPLIES	36.75
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	5,264.96
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	38.32
			HUMANA DENTAL 2024	165.34
		SYMETRA LIFE INSURANCE COMPANY	ADD VERONICA BRIONES	23.08
			SYMETRA LTD	71.20
			ADD VERONICA BRIONES	8.12
			SYMETRA LIFE & AD&D	43.35
			ADD VERONICA BRIONES	<u>5.40</u>
			TOTAL:	14,795.98
WASTEWATER TREATMENT	PUBLIC UTILITIES F	AUSTIN ARMATURE WORKS, LP	PUMP INSTALL WWTP	2,868.00
			WILO SUBMERSIBLE NONCLOG	11,056.29
		AQUA-TECH LABORATORIES, INC.	PERMIT RENEWAL SAMPLING	1,179.00
		PROGRESSIVE WASTE SOLUTIONS DBA WC OF	(9) 20 YD SLUDGE	4,365.45
		KRUSE, KELLY D DBA KRUSE ELECTRIC SER	WWTP EXIT EMERGENCY	165.90
		TRAC-N-TROL, INC.	RICES CROSSING LIFT STATI	49,212.50
		NATIONAL INDUSTRIAL & SAFETY SUPPLY LL	WHITE COVERALLS	349.50
		RISE SKYBEAM/JAB BROADBAND INC.	WWTP INTERNET	134.78
		GONZALES, ANDREW SCOTT DBA: 5G SERVICE	EMBROIDERY	28.14
		TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	768.49
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	5,808.37
		VERIZON WIRELESS	CELL PHONE	120.63
		HD SUPPLY, INC. DBA: USABLUBOOK	BROTH AMPULES	858.31
			GLASS SUPPORT BASE	180.40
		DELL FINANCIAL SERVICES	WWTP APC BACK-UPS	207.85
			WWTP/REPLACEMENT SCADA COM	2,834.89
		MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY	MONTHLY ELECTRIC BILL	27,313.32
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	3,290.60
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	23.95
			HUMANA DENTAL 2024	118.10
		BIO-AQUATIC TESTING, INC.	BIO MONITORING	1,320.00
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA LTD	75.95
			SYMETRA LIFE & AD&D	<u>45.90</u>
			TOTAL:	112,326.32
DISTRIBUTION/COLLECTIO	PUBLIC UTILITIES F	AMAZON.COM SALES, INC DBA: AMAZON.COM	SWIIFER & GATORADE	42.53
		CITY OF ROUND ROCK	MARCH 2024 BAC-TS	550.00
		IWORQ SYSTEMS, INC	WW/CAMSOFTWARE MAINT	4,000.00
		MOSS & MOSS INC. #3000	THREAD LOCKER & MISC HARDW	10.25
			SPIGOT DRILL & DRILL BIT	28.32
		ODP BUSINESS SOLUTIONS, LLC	COPY PAPER, TOWELS, POST I	98.75
		POPE MATERIALS INC	3/8" CRUSHED STONE FREIGHT	1,023.95
			BASE FREIGHT	1,034.37
		TEXAS CRUSHED STONE CO.	SUPER FLEX BASE	789.99
			3/8" CRUSHED STONE	1,485.10
		TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	4,391.39

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	15,726.76
		TECHLINE PIPE, L.P	TRAFFIC REPAIR KIT	166.22
		VERIZON WIRELESS	CELL PHONE	399.50
			IPADS	60.99
		HD SUPPLY, INC. DBA: USABBLUEBOOK	HYDRANT OIL	239.80
			MARKING PAINT	616.30
		STEVE REYES CONCRETE	FLUME - 2ND & HOWARD	10,140.00
		MCCOY'S BUILDING SUPPLY	DRAIN SPADE	49.24
			ORANGE LINE	38.50
		PRO-CHEM, INC.	ODOR OUT	763.20
		SUNBELT RENTALS, INC.	PUMP RENTAL	8,278.13
		ALTERMAN, INC.	RENEWAL AGREEMENT	3,795.00
			SCADA & CLAY VALVE REPAIR	2,255.72
		UNIFIRST HOLDINGS INC	UTILITY MAINT-UNIFORM RENT	228.29
			UTILITY MAINT-UNIFORM RENT	272.28
			UTILITY MAINT-UNIFORM RENT	240.28
			UTILITY MAINT-UNIFORM RENT	228.28
		HAYDAY, INC. DBA: CTWP	UTILITY MAINT COPIER RENTA	245.24
		MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY	MONTHLY ELECTRIC BILL	9,614.49
		FERGUSON ENTERPRISES LLC DBA: FERGUSON	NOVEMBER PARTS LIST	550.23
			NOVEMBER PARTS LIST	5,666.52
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	8,555.56
			ADD CHASE ESTES	698.59
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	76.64
			ADD CHASE ESTES	4.79
			HUMANA DENTAL 2024	354.31
			ADD CHASE ESTES	23.62
		SYMETRA LIFE INSURANCE COMPANY	ADD ETHAN TRAMMELL	0.80
			SYMETRA LTD	201.65
			ADD ETHAN TRAMMELL	9.83
			SYMETRA LIFE & AD&D	121.65
			ADD ETHAN TRAMMELL	6.00
		REYES, PETE	WATER CUT-NW CORNER KENT&G	900.00
			WATER CUT-CONDRA FUNERAL H	<u>1,400.00</u>
			TOTAL:	85,383.06
UTILITIES NONDEPARTMEN	PUBLIC UTILITIES F	BRAZOS RIVER AUTHORITY	EWC WTP/O&M 21687	253,036.25
			SAMSUNG INTERIM WATER MAR	1,213.60
		HDR ENGINEERING INC	CITY ENG. SERVICES	9,499.42
			BRA STUDY COORDINATION	3,273.74
			EMERGENCY RESPONSE PLAN BR	2,837.67
			3811 N MAIN-TRANSMISSION W	1,126.43
			TAYLOR ISD EMERGENCY PIPE	3,379.36
			TO # 45 LEAD SERVICE LINE	6,628.72
			WWTP ENGINEERING SUPPORT S	20,073.12
		TML INTERGOVERNMENTAL	FY24 ERRORS & OMISSIONS	2,528.94
			FY24 GENERAL LIABILITY	919.01
			FY24 SEWAGE BACKUP	1,535.00
			FY24 REAL & PERS PROP	7,344.20
		KNOLLE, HOLCOMB, CALLAHAN & TAYLOR, P.	CITY OF TAYLOR MATTER RETA	<u>5,000.00</u>
			TOTAL:	318,395.46
NON-DEPARTMENTAL	AIRPORT FUND	TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	927.47
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA VOL LIFE	<u>9.65</u>
			TOTAL:	937.12

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
AIRPORT OPERATIONS DEP AIRPORT FUND		TML INTERGOVERNMENTAL	FY24 AVIATION LIABILITY	921.50
			FY24 ERRORS & OMISSIONS	235.25
			FY24 GENERAL LIABILITY	48.66
			FY24 REAL & PERS PROP	1,468.00
			FY24 WORKERS' COMP	76.85
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	1,758.21
		VERIZON WIRELESS	CELL PHONE	80.42
		AVAYA FINANCIAL SERVICES	AIRPORT SECURITY CAMERAS	187.41
		BATCH, STACEY	TEXAS AVIATION CONFERENCE	276.04
			TEXAS AVIATION CONFERENCE	58.00
		MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY	MONTHLY ELECTRIC BILL	969.65
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	9.58
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA LTD	28.01
			SYMETRA LIFE & AD&D	16.95
		FIRETROL PROTECTION SYSTEMS, INC.	SPRINKLER INSPECTION	1,200.00
			AIRPORT LEAKING VALVE	400.00
			AIRPORT REMOVE 120V BELL	300.00
			AIRPORT INSTALL NEW BELL	609.92
		GAGE & CADE CONSTRUCTION, LLC	NEW FUEL FACILITY CONST.	17,613.76
			NEW FUEL FACILITY CONST.	<u>206,548.54</u>
			TOTAL:	232,806.75
NON-DEPARTMENTAL	CEMETERY OPERATING	TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	954.62
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	9.58
			HUMANA DENTAL 2024	68.24
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA VOL LIFE	<u>21.45</u>
			TOTAL:	1,053.89
CEMETERY OPERATING DEP CEMETERY OPERATING		ARNOLD OIL COMPANY OF AUSTIN, LP DBA A	CEMETERY-DIESEL FUEL CANS	151.96
			CHGD FOR 4-REFUND 2 DIESEL	75.98-
			EYE WASH/ITCH CREAM	67.96
			TONER, PAPER, TAPE, PENS	202.58
			WORK PANTS	49.99
			CLOTHS,WAX,WASH	53.05
			CHARGER, SCREEN PROTECTORS	54.97
			CEMETERY-ELECTROLYTE POWDE	79.96
			CEMETERY- IPAD CASE	64.98
			FRAMES-CERTIFICATION	17.72
			FY24 ERRORS & OMISSIONS	235.25
			FY24 GENERAL LIABILITY	27.57
			FY24 REAL & PERS PROP	20.88
		TML INTERGOVERNMENTAL	FY24 WORKERS' COMP	69.16
			MARCH 2024 CONTRIBUTIONS	1,809.69
			CELL PHONE	40.21
			AIRCARD	37.99
			CEM-WEED TRIMMER PARS/SUPP	401.50
		WILLIAMSON COUNTY EQUIPMENT CO.	CEMETERY/ANT POISON	175.00
		WILLIAMSON COUNTY GRAIN		
		KNIPPA, DANIEL	FY24 GRAVE DIGGING	2,600.00
			FY24 GRAVE DIGGING	1,950.00
		UNIFIRST HOLDINGS INC	CEMETERY-UNIFORM RENTAL	15.95
			CEMETERY/UNIFORM RENTAL	15.95
			CEMETERY-UNIFORM RENTAL	15.95
		VAST DATA CONCEPTS, LLC DBA: WEBCEMETE	SOFTWARE LICENSES	299.00
		MP2 ENERGY TEXAS LLC DBA: SHELL ENERGY	MONTHLY ELECTRIC BILL	63.51
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	1,316.24
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	9.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HUMANA DENTAL 2024	47.24
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA LTD	28.23
			SYMETRA LIFE & AD&D	<u>16.95</u>
			TOTAL:	9,863.04
NON-DEPARTMENTAL	FLEET SERVICES OPE	AFLAC	AFLAC APRIL 24 INVOICE	48.62
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	1,055.81
		WEX HEALTH, INC. DBA: WEX	38705 FSA	5.00
			38705 FSA	5.00
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	303.09
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA VOL LIFE	<u>2.80</u>
			TOTAL:	1,420.32
FLEET SERVICES SECTION	FLEET SERVICES OPE	ARNOLD OIL COMPANY OF AUSTIN, LP DBA A	FD#1 PREMIX	45.98
			FD#1 PREMIX	44.02
			B1 HYD PARTS	7.98
			CEMETERY PREMIX	180.00
			#623 HYD PARTS	91.80
			R1 BATTERY	84.34
			#269 FUEL CAP	12.00
			#269 EVAP EMIS	27.66
			FLEET PURUS DEF	12.90
			SHOP SUPPLIES/MAT PADS	100.44
			B1 WIPERS	9.98
			B2 WIPERS	9.98
			B2 ANTIFREEZE	16.36
			STREET DEPT PURUS DEF	12.90
			#618 OIL FILTER	54.93
			STOCK OIL	48.66
			T1 PURUS DEF	51.60
			SHOP TOOL	12.90
			FLEET OIL	335.44
			#503 OIL	64.88
			#579 LIGHT	3.20
			WWTP TIRE REPAIR SUPP	14.17
			#569 OIL AND FILTER	116.02
			#309 OIL	4.95
			FLEET OIL	54.45
			#579 LIGHT	3.20
			#580 LIGHT	3.20
			R1 MASTER SWITCH BATTERY	33.79
			STREET DEPT PURUS	25.80
			#559 ANTIFREEZE	40.99
			STOCK ANTIFREEZE	25.77
			STOCK OIL	34.26
			#515 MUD FLAP	20.59
			#343 TRANSMISSION FLUID	50.22
		AMAZON.COM SALES, INC DBA: AMAZON.COM	FUEL CARD SLEEVES	14.98
		METRO FIRE APPARATUS SPECIALISTS, INC	E2 FAULTY MODULE	1,672.10
			E2 LEAK/INTAKE	494.00
		COUFAL-PRATER EQUIP LLC DBA UNITED AG	#623 HYD PARTS	137.69
			T1 SWITCH	22.48
		COVERT CHEVROLET OF HUTTO, INC.	FUEL INJECTOR REPLAC	500.00
			#6 CYLINDER/ENG DIAG	4,752.52
			MISC PARTS/LABOR	2,780.09
		HENNA CHEVROLET INC	#348 ROTOR/PAD KIT	450.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FLEET JUNCTION BLOCK	127.27
			#341 DOOR LINK	30.84
			#341 BLOCK	395.29
			#624 LAMP	260.22
			#575 LAMP	597.38
			CREDIT #341 BLOCK	127.27-
			#900 BUMPER	298.22
			#575 BLADE	50.26
			#309 BLADE	49.44
			#345 BLADE	49.44
			C2 BLADE	42.90
			STOCK BLADE	42.90
			#347 OIL/FILTER	72.94
		O'REILLY AUTOMOTIVE, INC.	B1 OIL & FILTER	87.98
			B2 OIL & FILTER	87.99
			#578 ANTIFREEZE	35.98
			STOCK ANTIFREEZE	59.97
			#617 DISC PAD SET	56.19
			#617 TURN ROTOR	50.00
			E2 ANTIFREEZE	68.97
		INTERSTATE BATT. N AUSTIN	#517 BATTERY	168.58
			#343 BATTERY	168.58
			#330 BATTERY	154.06
			#343 BATTERY	168.58
			#346 BATTERY	182.35
		MOSS & MOSS INC. #8000	MISC SHOP SUPPLIES/BATTERI	33.70
		PNC BANK NATIONAL ASSOCIATION	TRACTOR SUPPLY RETURN PUMP	30.00-
		EWALD KUBOTA INC	#525 BLADE	91.89
			#525 OIL/FILTER	135.69
			#901 OIL/FILTER	74.86
			#581 OIL	31.42
			#402 OIL	31.42
			#581 BLADE	292.86
			STOCK OIL	136.53
			#559 RADIATOR	832.29
		TML INTERGOVERNMENTAL	FY24 AUTOMOBILE LIABILITY	6,263.00
			FY24 ERRORS & OMISSIONS	235.25
			FY24 GENERAL LIABILITY	54.85
			FY24 AUTO PHYS DAMAGE	9,276.75
			FY24 MOBILE EQUIPMENT	3,868.50
			FY24 REAL & PERS PROP	100.23
			FY24 WORKERS' COMP	99.68
		TEXAS MUNICIPAL RETIREMENT SYSTEMS	MARCH 2024 CONTRIBUTIONS	2,001.53
		VERIZON WIRELESS	CELL PHONE	80.42
			GPS TRACKING SYSTEM	814.85
		DANIEL SCHNOOR TOOL CO	SHOP SOFTWARE/ZEUS PLAN	1,648.01
		MCCOY'S BUILDING SUPPLY	#125 TREATED WOOD	423.80
		EARL OWEN CO DBA: EARL OWEN CO., INC.	#579 GRILL	1,241.49
			#580 GRILL	1,241.48
		AUSTIN MAC HAIK FORD LINCOLN LTD DBA:M	#569 OIL/FILTER	103.94
		SOUTHERN TIRE MART	#541 TIRE	115.00
			#340 TIRE	141.55
			#101 TIRE	124.16
			#343 TIRE	120.54
		UNIFIRST HOLDINGS INC	FLEET-UNIFORM RENTAL	17.16
			FLEET/UNIFORM RENTAL	17.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FLEET-UNIFORM RENTAL	17.16
		SPINUP LLC DBA:	#624 OIL CHANGE	61.99
		HEALTH CARE SERVICE CORPORATION	BCBS MAY INV.	1,974.36
		HUMANA INSURANCE COMPANY	HUMANA VISION 2024	14.37
			HUMANA DENTAL 2024	47.24
		SYMETRA LIFE INSURANCE COMPANY	SYMETRA LTD	31.13
			SYMETRA LIFE & AD&D	<u>18.75</u>
			TOTAL:	47,444.23
FLEET REPLACEMENT	FLEET REPLACEMENT	TEXAS FIRE APPARATUS LLC	QUICK RESPONSE FIRE	55,000.00
		ASSOCIATED SUPPLY COMPANY, INC	WOODS BW15.50 SHREDDER	21,571.26
		CLOSNER EQUIPMENT CO., INC	INVENTORY FEES	14.07
			NEW 2023 MAULDIN 1860B	9,000.00
			INTEREST	1,000.00
		AXON ENTERPRISE INC.	(2) FLEET CAMERA PACKAGES	460.99
		SILSBEE FORD, INC	REPLACEMENT VEHICLES	52,710.50
			REPLACEMENT VEHICLES	<u>52,710.50</u>
			TOTAL:	192,467.32
DEVELOPMENT SERVS	SAMSUNG DRRA ESCRO	VERIZON WIRELESS	CELL PHONE	<u>40.21</u>
			TOTAL:	40.21
2023A BOND	2023A BOND	RANDALL SCOTT ARCHITECTS, INC.	JUSTICE CENTER/CITY HALL	<u>177,500.00</u>
			TOTAL:	177,500.00
2024 BOND PARKS	2024 BOND	RABA KISTNER, INC.	SPLASH PAD CONST. MAT.	3,899.50
		KRAFTSMAN LP.	PAY APP #4	<u>138,043.93</u>
			TOTAL:	141,943.43
UTILITY CAP IMPROVEMEN	UTILITY CAP IMPROV	LUPE RUBIO CONSTRUCTION CO., INC.	CPR # 4 MOBILIZING EQIP.	<u>6,083.80</u>
			TOTAL:	6,083.80
NON-DEPARTMENTAL	POOLED CASH	PNC BANK NATIONAL ASSOCIATION	3/1/24-3/31/24 TRANSACTION	<u>20,791.25</u>
			TOTAL:	20,791.25

===== FUND TOTALS =====

100	GENERAL FUND	4,771,939.22
120	HOTEL/MOTEL FUND	9,000.00
123	MAIN STREET REVENUE FUND	7,449.64
129	LIBRARY GRANT/DONATION	525.15
140	I & S FOR G O BONDS	825.00
162	GENERAL CAPITAL IMPROVEME	48,682.00
166	2017 PERFORMANCE CONTRACT	1,145.72
210	TRANSPORTATION FUND	6,420.93
300	MUNICIPAL DRAINAGE UTILIT	8,932.89
320	SANITATION FUND	8,736.10
340	PUBLIC UTILITIES FUND	549,120.11
350	AIRPORT FUND	233,743.87
370	CEMETERY OPERATING FUND	10,916.93
382	FLEET SERVICES OPERATING	48,864.55
384	FLEET REPLACEMENT FUND	192,467.32
502	SAMSUNG DRRA ESCROW	40.21
504	2023A BOND	177,500.00
505	2024 BOND	141,943.43
601	UTILITY CAP IMPROVEMENTS	6,083.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
	950	POOLED CASH		20,791.25

		GRAND TOTAL:		6,245,128.12

TOTAL PAGES: 20

Attachment D

Balance Sheets by Funds

General Fund
Tax Increment Financing Funds
Hotel Occupancy Tax Fund
Main Street Fund
Municipal Court Special Fee Fund
Library Grant/Donations Fund
Roadway Impact Fee Fund
Transportation User Fee Fund
Municipal Drainage Utility System Fund
Sanitation Fund
Public Utilities Fund
Utility Impact Fee Fund
Airport Fund
Cemetery Fund
Fleet Services Operating Fund
Fleet Replacement Fund

CITY OF TAYLOR
BALANCE SHEET
AS OF: APRIL 30TH, 2024

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
100-100-100	PETTY CASH	400.00
100-100-102	CLAIM ON POOLED CASH	16,939,925.74
100-100-103	SECURITY INVESTMENTS	5,363,409.41
100-100-104	SAFEKEEPING CHECKING ACCT	972,701.59
100-100-105	MONEY MARKET @CNB #4260618	12,280.02
100-100-107	GEN OPERATING TXCLASS 0008	3,617,237.83
100-100-108	NED TRUST(MOODY)TEXSTAR	218,051.46
100-100-113	TEXPOOL 2465300015 N MOODY	23,197.08
100-120-100	PROPERTY TAXES RECEIVABLE	249,901.78
100-120-103	MISC. ACCOUNTS RECEIVABLE	13,276.15
100-120-110	ALLOWANCE UNCOLLECTED TAXES	(54,611.46)
100-120-120	SALES TAXES RECEIVABLE	2,394,951.94
100-120-121	MIXED BEV TAX RECEIVABLE	6,684.58
100-120-140	GRANTS RECEIVABLE	0.00
100-120-141	FRANCHISE TAX RECEIVABLE	(83,438.44)
100-120-150	LEASE RECEIVABLE KAPSCH	136,841.39
100-120-250	DUE FROM FUND 350 FOR LOAN	0.00
100-120-252	DUE FROM CIP FUND	5,325.00
100-120-255	DUE FROM OTHER FUNDS	162,531.92
100-120-302	TEDC REIMBURSE FOR MAIN ST	0.00
100-170-100	CURRENT YR RES FOR ENCUMBRANCE	(4,032,267.02)
100-170-101	PRIOR YR RES FOR ENCUMBRANCE	1,288,715.45
100-170-103	PRE-PAY HEALTH INSURANCE	0.00
100-180-101	DUE FROM SOURCES-GRANT REVENUE	<u>0.00</u>
		<u>27,235,114.42</u>

TOTAL ASSETS 27,235,114.42
=====

LIABILITIES
=====

100-200-100	ACCRUED PAYABLES	0.00
100-200-110	ENCUMBERED PAYABLE GEN.	(4,032,267.02)
100-200-111	PRIOR YEAR ENCUMBRANCE	1,288,715.45
100-200-200	FICA & MEDICARE PAYABLE	(130.98)
100-200-201	FEDERAL WITHHOLDING PAYABLE	0.00
100-200-202	TMRS PAYABLE	76,281.13
100-200-203	DEFERRED COMP PAYABLE	5,218.79
100-200-204	CIVIL SERVICE-SICK LEAVE	0.00
100-200-205	TEDC SALES TAX PAYABLE	0.00
100-200-209	CHILD SUPPORT PAYABLE	0.00
100-200-210	CHILD SUPPORT PAYABLE	(747.71)
100-200-211	GARNISHMENTS PAYABLE	2,955.06
100-200-212	LIFE INSURANCE PAYABLE	5,877.68
100-200-213	DENTAL PAYABLE	(4,600.30)
100-200-214	AFLAC PAYABLE	5,578.64
100-200-215	CLOTHES RENTAL PAYABLE	0.00
100-200-216	CINCINNATI LIFE PAYABLE	5,406.75
100-200-218	BLUE CHOICE PAYABLE	27.62
100-200-219	SCOTT & WHITE HEALTH PAYABLE	1,405.52

CITY OF TAYLOR
BALANCE SHEET
AS OF: APRIL 30TH, 2024

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
100-200-220	S&W PAYABLE 2001-2011	(9,793.98)
100-200-221	FLEXIBLE SPENDING (FSA) PAYABL	(2,241.81)
100-200-222	PRE-PAID LEGAL PAYABLE	(4,384.20)
100-200-228	MISC DEDUCTIONS PAYABLE	0.00
100-200-229	MET LIFE DENTAL PAYABLE	(551.91)
100-200-230	UNITED WAY PAYABLE	0.00
100-200-231	MEMBERSHIP/DUES PAYABLE	200.00
100-200-232	COURT BOND REFUND PAYABLE	(651.80)
100-200-233	OTHER A/P PENDING (AUDITOR)	(52,259.66)
100-200-234	GLOBE LIFE PAYABLE	(1,696.17)
100-200-235	VISION PLAN PAYABLE	259.80
100-200-300	RETAINAGE PAYABLE	0.00
100-200-301	COURT COLLECTIONS	4,592.79
100-200-401	WAGES PAYABLE	209,427.71
100-200-500	ACCOUNTS PAYABLE PENDING	552,229.01
100-200-502	DUE TO STATE/COURT FEES	20,659.07
100-200-503	DUE TO COMPT. SALES TAX	0.00
100-200-504	DUE TO TEDC-MONTHLY SALES TAX	0.00
100-200-505	DUE TO OMNIBASE SERVICES INC	(570.46)
100-200-507	DUE TO HEALTH/COBRA FROM OTHER	(19,989.25)
100-200-508	DUE TO TISD:HOUSING AUTH PILOT	0.00
100-200-509	DUE TO TMRS FROM TEDC	79.59
100-210-111	DUE TO I&S (TAX COLLECTIONS)	375,839.00
100-210-191	DUE TO OTHERS FROM EVIDENCE	0.00
100-220-100	TAX DISTRIBUTION	0.00
100-220-110	DEFERRED INFLOW OF RESOURCES	114,679.64
100-240-100	DEFERRED TAX REVENUE	195,290.32
100-240-101	UNCLAIMED FUNDS	14,999.34
100-240-102	DEFERRED REV-BOND PREMIUM	0.00
100-240-103	DEFERRED REVENUE	41,610.14
100-240-104	REFUNDABLE FACILITY DEPOSITS	18,273.62
100-241-110	PREPAYMNT PERMT M2E3LLC 100YRS	2,478.19
100-241-111	RESERVE CHRISTMAS DONATIONS	4.66
100-241-113	ESCROW-BONDS POSTED-DEFENDENTS	<u>6,679.45</u>
TOTAL LIABILITIES		(<u>1,181,116.28</u>)
EQUITY		
=====		
100-265-100	RESTRICTED PORTION FUND BA	0.00
100-270-100	FUND BALANCE	17,716,011.10
100-280-100	ASSIGNED FUND BALANCE	<u>32,396.29</u>
TOTAL BEGINNING EQUITY		17,748,407.39
TOTAL REVENUE		28,563,053.72
TOTAL EXPENSES		<u>17,895,230.41</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.		10,667,823.31
TOTAL EQUITY & FUND BALANCE		<u>28,416,230.70</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE		27,235,114.42
=====		

CITY OF TAYLOR
BALANCE SHEET
AS OF: APRIL 30TH, 2024

118-TIF #2

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
118-100-102	CLAIM ON POOLED CASH	(34,420.00)	
118-100-103	SECURITY INVESTMENTS	0.00	
118-100-104	SAFEKEEPING CHECKING ACCT	0.00	
118-100-115	TEXPOOL 2465300022 TIF #2	687,911.25	
118-120-103	MISC ACCOUNTS RECEIVABLE	0.00	
118-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
118-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>0.00</u>	
			<u>653,491.25</u>
TOTAL ASSETS			653,491.25
			=====
LIABILITIES			
=====			
118-200-110	CURRENT YEAR ENCUMBRANCE	0.00	
118-200-111	PRIOR YEAR ENCUMBRANCE	0.00	
118-200-300	RETAINAGE PAYABLE	0.00	
118-200-500	ACCOUNTS PAYABLE PENDING	<u>0.00</u>	
TOTAL LIABILITIES			<u>0.00</u>
EQUITY			
=====			
118-270-100	FUND BALANCE	<u>146,059.25</u>	
TOTAL BEGINNING EQUITY		146,059.25	
TOTAL REVENUE		528,432.00	
TOTAL EXPENSES		<u>21,000.00</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		507,432.00	
TOTAL EQUITY & FUND BALANCE			<u>653,491.25</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			653,491.25
			=====

CITY OF TAYLOR
BALANCE SHEET
AS OF: APRIL 30TH, 2024

119-TIF (TAX INCREMENT FUND)

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
119-100-102	CLAIM ON POOLED CASH	(638,762.77)	
119-100-103	SECURITY INVESTMENTS	0.00	
119-100-104	SAFEKEEPING CHECKING ACCT	0.00	
119-100-115	TEXPOOL 246530004 TIF PROP TAX	1,626,152.42	
119-120-103	MISC ACCOUNTS RECEIVABLE	0.00	
119-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
119-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>0.00</u>	
			<u>987,389.65</u>
TOTAL ASSETS			987,389.65
			=====
LIABILITIES			
=====			
119-200-110	CURRENT YEAR ENCUMBRANCE	0.00	
119-200-111	PRIOR YEAR ENCUMBRANCE	0.00	
119-200-300	RETAINAGE PAYABLE	0.00	
119-200-500	ACCOUNTS PAYABLE PENDING	<u>0.00</u>	
TOTAL LIABILITIES			<u>0.00</u>
EQUITY			
=====			
119-270-100	FUND BALANCE	<u>554,216.72</u>	
TOTAL BEGINNING EQUITY		554,216.72	
TOTAL REVENUE		945,510.96	
TOTAL EXPENSES		<u>512,338.03</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		433,172.93	
TOTAL EQUITY & FUND BALANCE			<u>987,389.65</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			987,389.65
			=====

120-HOTEL/MOTEL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
120-100-102	CLAIM ON POOLED CASH	194,032.77	
120-120-103	MISC ACCOUNTS RECEIVABLE	24,520.19	
120-170-100	CURRENT YR RES FOR ENCUMBRANCE	(14,082.46)	
120-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>0.00</u>	
			<u>204,470.50</u>
TOTAL ASSETS			204,470.50
			=====
LIABILITIES			
=====			
120-200-110	CURRENT YEAR ENCUMBRANCE	(14,082.46)	
120-200-111	PRIOR YEAR ENCUMBRANCE	0.00	
120-200-500	ACCOUNTS PAYABLE PENDING	2,786.99	
120-200-505	DUE TO SAYDA 380 AGREEMENT	<u>0.00</u>	
TOTAL LIABILITIES			(<u>11,295.47</u>)
EQUITY			
=====			
120-270-100	FUND BALANCE	<u>130,576.08</u>	
TOTAL BEGINNING EQUITY		130,576.08	
TOTAL REVENUE		207,133.24	
TOTAL EXPENSES		<u>121,943.35</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		85,189.89	
TOTAL EQUITY & FUND BALANCE			<u>215,765.97</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			204,470.50
			=====

123-MAIN STREET REVENUE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
123-100-102	CLAIM ON POOLED CASH	114,094.76	
123-120-103	MISC ACCOUNTS RECEIVABLE	0.00	
123-170-100	CURRENT YR RES FOR ENCUMBRANCE	(18,335.00)	
123-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>11,910.00</u>	
			<u>107,669.76</u>
TOTAL ASSETS			107,669.76
			=====
LIABILITIES			
=====			
123-200-110	CURRENT YEAR ENCUMBRANCE	(18,335.00)	
123-200-111	PRIOR YEAR ENCUMBRANCE	11,910.00	
123-200-500	ACCOUNTS PAYABLE PENDING	26,736.61	
123-240-100	PRE-REGISTER FESTIVAL/CARSHOW	<u>21,155.00</u>	
TOTAL LIABILITIES			<u>41,466.61</u>
EQUITY			
=====			
123-270-100	FUND BALANCE	<u>61,544.35</u>	
TOTAL BEGINNING EQUITY		61,544.35	
TOTAL REVENUE		94,371.09	
TOTAL EXPENSES		<u>89,712.29</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		4,658.80	
TOTAL EQUITY & FUND BALANCE			<u>66,203.15</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			107,669.76
			=====

125-MUNICIPAL CRT SPECIAL FEE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
125-100-102	CLAIM ON POOLED CASH	112,245.99	
125-170-100	CURRENT YR RES FOR ENCUMBRANCE	(18,991.00)	
125-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>16,595.00</u>	
			<u>109,849.99</u>
TOTAL ASSETS			109,849.99
			=====
LIABILITIES			
=====			
125-200-110	CURRENT YEAR ENCUMBRANCE	(18,991.00)	
125-200-111	PRIOR YEAR ENCUMBRANCE	16,595.00	
125-200-500	ACCOUNTS PAYABLE PENDING	<u>0.00</u>	
	TOTAL LIABILITIES		(<u>2,396.00</u>)
EQUITY			
=====			
125-270-100	FUND BALANCE	<u>105,411.00</u>	
	TOTAL BEGINNING EQUITY	105,411.00	
TOTAL REVENUE		14,852.59	
TOTAL EXPENSES		<u>8,017.60</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		6,834.99	
TOTAL EQUITY & FUND BALANCE		<u>112,245.99</u>	
TOTAL LIABILITIES, EQUITY & FUND BALANCE			109,849.99
			=====

129-LIBRARY GRANT/DONATION

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
129-100-102	CLAIM ON POOLED CASH	83,813.92	
129-100-103	TEXSTAR: NOBLE TRUST - 3444	1,004.24	
129-100-108	NED TRUST (LIBRARY) TEXSTAR	306,324.42	
129-120-103	MISC ACCTS RECEIVABLE	0.00	
129-170-100	CURRENT YR RES FOR ENCUMBRANCE	(12,520.65)	
129-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>1,436.37</u>	
			<u>380,058.30</u>
TOTAL ASSETS			380,058.30
			=====
LIABILITIES			
=====			
129-200-110	CURRENT YEAR ENCUMBRANCE	(12,520.65)	
129-200-111	PRIOR YEAR ENCUMBRANCE	1,436.37	
129-200-233	OTHER A/P PENDING (AUDITOR)	(10,945.00)	
129-200-500	ACCOUNTS PAYABLE PENDING	<u>10,945.00</u>	
TOTAL LIABILITIES			(<u>11,084.28</u>)
EQUITY			
=====			
129-270-100	FUND BALANCE	<u>371,073.85</u>	
TOTAL BEGINNING EQUITY		371,073.85	
TOTAL REVENUE		22,029.59	
TOTAL EXPENSES		<u>1,960.86</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		20,068.73	
TOTAL EQUITY & FUND BALANCE			<u>391,142.58</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			380,058.30
			=====

CITY OF TAYLOR
BALANCE SHEET
AS OF: APRIL 30TH, 2024

200-ROADWAY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
200-100-102	CLAIM ON POOLED CASH	744,593.06	
200-170-100	CURRENT YR RES FOR ENCUMBRANCE	(97,999.32)	
200-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>97,999.32</u>	
			<u>744,593.06</u>
TOTAL ASSETS			744,593.06
			=====
LIABILITIES			
=====			
200-200-110	CURRENT YR ENCUMBRANCES	(97,999.32)	
200-200-111	PRIOR YR ENCUMBRANCES	97,999.32	
200-200-500	ACCOUNTS PAYABLE PENDING	<u>0.00</u>	
TOTAL LIABILITIES			<u>0.00</u>
EQUITY			
=====			
200-270-100	FUND BALANCE	<u>724,055.22</u>	
TOTAL BEGINNING EQUITY		724,055.22	
TOTAL REVENUE		20,537.84	
TOTAL EXPENSES		<u>0.00</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		20,537.84	
TOTAL EQUITY & FUND BALANCE		<u>744,593.06</u>	
TOTAL LIABILITIES, EQUITY & FUND BALANCE			744,593.06
			=====

CITY OF TAYLOR
BALANCE SHEET
AS OF: APRIL 30TH, 2024

210-TRANSPORTATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
210-100-101	2019 CO BOND FUNDS TEXSTAR	0.00	
210-100-102	CLAIM ON POOLED CASH	1,807,884.77	
210-100-103	SECURITY INVESTMENTS	0.00	
210-100-104	SAFEKEEPING CHECKING ACCT	0.00	
210-120-130	ACCTS RECEIVABLE TRANSPORTATIO	135,540.92	
210-120-131	ALLOWANCE-TRANSPORTATION	(19,352.76)	
210-170-100	CURRENT YR RES FOR ENCUMBRANCE	(433,689.90)	
210-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>6,676.71</u>	
			<u>1,497,059.74</u>
TOTAL ASSETS			1,497,059.74
=====			
LIABILITIES			
=====			
210-200-100	ACCRUED PAYABLES	0.00	
210-200-110	CURRENT YR ENCUMBRANCES	(433,689.90)	
210-200-111	PRIOR YR ENCUMBRANCES	6,676.71	
210-200-200	FICA & MEDICARE PAYABLE	0.00	
210-200-201	FEDERAL WITHHOLDING PAYABLE	0.00	
210-200-202	TMRS PAYABLE	(2,124.39)	
210-200-209	CHILD SUPPORT PAYABLE	0.00	
210-200-212	LIFE INSURANCE PAYABLE	(35.31)	
210-200-213	DENTAL PAYABLE	225.76	
210-200-219	SCOTT & WHITE HEALTH PAYABLE	1,857.42	
210-200-221	FLEXIBLE SPENDING (FSA) PAYABL	0.00	
210-200-222	PRE-PAID LEGAL PAYABLE	0.00	
210-200-235	VISION PLAN PAYABLE	27.00	
210-200-401	WAGES PAYABLE	1,771.23	
210-200-500	ACCOUNTS PAYABLE PENDING	7,357.92	
210-240-101	UNCLAIMED FUNDS	<u>0.00</u>	
TOTAL LIABILITIES			(<u>417,933.56</u>)
EQUITY			
=====			
210-270-100	FUND BALANCE	<u>1,675,705.08</u>	
TOTAL BEGINNING EQUITY		1,675,705.08	
TOTAL REVENUE		523,640.70	
TOTAL EXPENSES		<u>284,352.48</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		239,288.22	
TOTAL EQUITY & FUND BALANCE			<u>1,914,993.30</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			1,497,059.74
=====			

CITY OF TAYLOR
BALANCE SHEET
AS OF: APRIL 30TH, 2024

300-MUNICIPAL DRAINAGE UTILIT

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
300-100-102	CLAIM ON POOLED CASH	564,297.01	
300-120-100	DRAINAGE RECEIVABLE	87,060.48	
300-120-130	ALLOWANCE FOR DOUBTFUL ACCTS	(6,099.42)	
300-160-206	FIXED ASSET-WORK IN PROGRESS	0.00	
300-170-100	CURRENT YR RES FOR ENCUMBRANCE	(9,441.60)	
300-170-101	PRIOR YR RES FOR ENCUMBRANCE	9,441.60	
300-190-103	ACCUMULATED DEPRECIATION	<u>0.00</u>	
			<u>645,258.07</u>
TOTAL ASSETS			645,258.07
=====			
LIABILITIES			
=====			
300-200-104	ACCRUED INTEREST PAYABLE	0.00	
300-200-110	CURRENT YEAR ENCUMBRANCES	(9,441.60)	
300-200-111	PRIOR YEAR ENCIMBRANCES	9,441.60	
300-200-200	FICA & MEDICARE PAYABLE	0.00	
300-200-201	FEDERAL WITHHOLDING PAYABLE	0.00	
300-200-202	TMRS PAYABLE	953.15	
300-200-203	DEFERRED COMP PAYABLE	(5.01)	
300-200-208	ACCRUED VACATION	0.00	
300-200-209	CHILD SUPPORT PAYABLE	0.00	
300-200-212	LIFE INSURANCE PAYABLE	35.91	
300-200-213	DENTAL PAYABLE	87.14	
300-200-219	SCOTT & WHITE HEALTH PAYABLE	769.20	
300-200-221	FLEXIBLE SPENDING (FSA) PAYABL	18.52	
300-200-222	PRE-PAID LEGAL PAYABLE	(223.20)	
300-200-233	OTHER A/P PENDING (AUDITOR)	0.00	
300-200-235	VISION PLAN PAYABLE	10.30	
300-200-240	BOND PAYABLE - CURRENT	0.00	
300-200-300	RETAINAGE PAYABLE	0.00	
300-200-401	WAGES PAYABLE	2,715.14	
300-200-500	ACCOUNTS PAYABLE PENDING	<u>0.00</u>	
TOTAL LIABILITIES			<u>4,361.15</u>
EQUITY			
=====			
300-250-100	CONTRIBUTED CAPITAL-DRAINAGE	0.00	
300-270-100	FUND BALANCE	<u>446,542.54</u>	
TOTAL BEGINNING EQUITY			446,542.54
TOTAL REVENUE		391,011.01	
TOTAL EXPENSES		<u>196,656.63</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		194,354.38	
TOTAL EQUITY & FUND BALANCE			<u>640,896.92</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			645,258.07
=====			

CITY OF TAYLOR
BALANCE SHEET
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320-SANITATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
320-100-102	CLAIM ON POOLED CASH	624,464.97	
320-120-103	MISC ACCOUNTS RECEIVABLE	86,918.84	
320-120-130	ACCTS RECEIVABLE GARBAGE	268,760.85	
320-120-131	ALLOWANCE-GARBAGE	(818.82)	
320-120-141	FRANCHISE TAX RECEIVABLE	0.00	
320-170-100	CURRENT YR RES FOR ENCUMBRANCE	0.00	
320-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>0.00</u>	
			<u>979,325.84</u>
TOTAL ASSETS			979,325.84
			=====
LIABILITIES			
=====			
320-200-100	ACCRUED PAYABLES	0.00	
320-200-110	CURRENT YR ENCUMBRANCES	0.00	
320-200-111	PRIOR YR ENCUMBRANCES	0.00	
320-200-500	ACCOUNTS PAYABLE PENDING	0.00	
320-200-503	DUE TO STATE COMPT SALES TAX	32,239.59	
320-240-101	UNCLAIMED FUNDS	<u>0.00</u>	
TOTAL LIABILITIES			<u>32,239.59</u>
EQUITY			
=====			
320-270-100	FUND BALANCE	<u>723,463.40</u>	
TOTAL BEGINNING EQUITY		723,463.40	
TOTAL REVENUE		1,347,222.93	
TOTAL EXPENSES		<u>1,123,600.08</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		223,622.85	
TOTAL EQUITY & FUND BALANCE			<u>947,086.25</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			979,325.84
			=====

CITY OF TAYLOR
BALANCE SHEET
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340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
340-100-100	PETTY CASH	1,600.00
340-100-101	2019 CO BOND FUNDS TEXSTAR	87,323.83
340-100-102	CLAIM ON POOLED CASH	3,687,009.98
340-100-103	SECURITY INVESTMENTS	0.00
340-100-104	SAFEKEEPING CHECKING ACCT	0.00
340-100-107	TEXPOOL 2465300012 TOWER RENT	326,376.01
340-100-110	TEXPOOL 2465300001 UTILITY FD	54,901.23
340-100-116	UTILITY OPERATING-TXCLASS 0007	1,116,493.61
340-100-118	TEXPOOL RATE STABILIZATION 18	172,161.43
340-100-119	TEXPOOL CAPITAL OUTLAY-ASSETS	339,528.47
340-100-120	TEXPOOL WORKING CAPITAL-CIP	501,809.51
340-100-121	TEXPOOL 2017 WWTP IMPROVMNTS	0.00
340-100-122	RESTRICTED CASH-ESCROW	(150,000.00)
340-120-100	ACCOUNTS RECEIVABLE	2,130,951.70
340-120-101	CURRENT REFUND PAYABLE	16,114.36
340-120-102	UNAPPLIED CREDITS	(52,327.62)
340-120-103	MISC. ACCOUNTS RECEIVABLE	0.00
340-120-104	AR - AUDIT ACCRUALS	0.00
340-120-130	ALLOWANCE-ACCTS. RECEIVABLE	(5,303.61)
340-120-150	LEASE RECEIVABLE VERIZON	6,358.82
340-120-151	LEASE RECEIVABLE ATT	50,367.90
340-140-100	INVENTORY	57,236.92
340-150-100	BOND ISSUANCE COSTS	0.00
340-150-105	DEFERRED AMT ON REFUNDING	0.00
340-160-100	LAND	457,201.00
340-160-200	BUILDINGS	6,363,714.34
340-160-206	FIXED ASSETS: WORK IN PROGRESS	2,969,035.34
340-160-225	PLANT DISTRIBUTION/COLLECTION	54,080,074.24
340-160-235	EQUIPMENT	1,287,936.97
340-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,595,589.72)
340-170-101	PRIOR YR RES FOR ENCUMBRANCE	434,336.40
340-170-103	PRE-PAY HEALTH INSURANCE	0.00
340-190-103	ACCUMULATED DEPRECIATION	(<u>28,993,610.43</u>)
		<u>43,343,700.68</u>
TOTAL ASSETS		43,343,700.68
=====		
LIABILITIES		
=====		
340-200-104	ACCRUED INTEREST PAYABLE	133,957.33
340-200-110	CURRENT YEAR ENCUMBRANCES	(1,595,589.72)
340-200-111	PRIOR YEAR ENCUMBRANCE	434,336.40
340-200-200	FICA AND MEDICARE PAYABLE	(526.13)
340-200-201	FEDERAL WITHHOLDING PAYABLE	(1,073.32)
340-200-202	TMRS PAYABLE	4,510.58
340-200-203	DEFERRED COMP PAYABLE	(220.69)
340-200-204	DEFERRED CHARGES	0.00
340-200-205	Pension Liability	908,812.74
340-200-208	ACCRUED VACATION	31,437.53

BALANCE SHEET

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340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
340-200-209	CHILD SUPPORT PAYABLE	0.00
340-200-210	CHILD SUPPORT PAYABLE	0.00
340-200-211	OPEB-SDBF LIABILITY	56,825.25
340-200-212	LIFE INSURANCE PAYABLE	1,229.40
340-200-213	DENTAL PAYABLE	40.97
340-200-214	AFLAC PAYABLE	581.42
340-200-215	CLOTHES RENTAL PAYABLE	0.00
340-200-216	CINCINNATI LIFE PAYABLE	390.42
340-200-218	BLUE CHOICE PAYABLE	175.48
340-200-219	SCOTT & WHITE HEALTH PAYABLE	(2,928.31)
340-200-221	FLEXIBLE SPENDING (FSA) PAYABLE	0.00
340-200-222	PRE-PAID LEGAL PAYABLE	(212.30)
340-200-228	MISC. DEDUCTIONS PAYABLE	0.00
340-200-229	MET LIFE DENTAL PAYABLE	(135.78)
340-200-230	UNITED WAY PAYABLE	(1.00)
340-200-233	OTHER A/P PENDING (AUDITOR)	(15,805.47)
340-200-235	VISION PLAN PAYABLE	25.49
340-200-240	BONDS PAYABLE-CURRENT	0.00
340-200-300	RETAINAGE PAYABLE	0.00
340-200-401	WAGES PAYABLE	36,598.21
340-200-500	ACCOUNTS PAYABLE PENDING	128,185.87
340-200-505	DUE TO OTHER FUNDS	0.00
340-200-999	UNRECONCILED DIFFERENCES	0.00
340-210-100	UNAMORT. BOND DISCOUNT	0.00
340-210-101	BOND PREMIUMS	1,679,722.48
340-210-102	DEFERRED AMT ON REFUNDING	(363,450.74)
340-210-110	DEFERRED OUTFLOW RESOURCES TMRS	(158,416.10)
340-210-111	SDBF-DEF OUTFLOW OF RE CONTR	(1,746.32)
340-210-113	SDBF DEF INFLOW ACT EX VS ASS	6,414.64
340-210-114	SDBF DEF OUTFLOW CHNG ASSUMPT	14,870.90
340-210-115	DEFERRED OUTFLOW INVST TMRS	(303,727.27)
340-210-118	DEFERRED INFLOW-ACTUAL VS ASSM	(3,999.65)
340-210-119	DEFERRED OUTFLOW-CHNG IN ASSUM	0.00
340-220-110	DEFERRED INFLOW OF RESOURCES	66,816.09
340-230-109	CAPITAL LEASE BANC ONE NEMI	0.00
340-230-114	4.5M CO SERIES 2003 (65%)	0.00
340-230-115	4.2M COMB CO 2006 (4M)	1,940,000.00
340-230-116	10M COMB SERIES 2007 (7M)	3,165,000.00
340-230-117	9.615M COMB SERIES 08 (6.615M)	0.00
340-230-118	8.995 GO REFUNDING 2009	0.00
340-230-119	2.625 GO REF 2010	0.00
340-230-120	5.450M GO REF 2012 (1.460M)	0.00
340-230-121	4.595M 2015 GO REF (1.695M)	655,000.00
340-230-122	8.010M 2016 GO REF (5.065M)	5,065,000.00
340-230-123	5.34M COMB SERIES 2017 (2.250M)	2,170,000.00
340-230-124	3.02M GO REF 2017 (1.585M)	1,150,000.00
340-230-125	12.590 M 2019 COs (4.425M)	4,025,000.00
340-230-126	4.035M 2021 GO Ref	0.00
340-230-127	22.91M 2022 CO (10.575M)	10,350,000.00
340-240-100	METER DEPOSITS	606,858.00
340-240-101	UNCLAIMED FUNDS	5,611.58

340-PUBLIC UTILITIES FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
340-240-120	ALLOWANCE FOR BAD DEBT	<u>0.00</u>	
	TOTAL LIABILITIES		<u>30,189,567.98</u>
EQUITY			
=====			
340-250-100	CONTRIBUTED CAPITAL-WATER OPER	454,779.30	
340-250-101	CONTRIBUTED CAPITAL SEWER OPER	60,475.00	
340-270-100	FUND BALANCE	<u>12,171,637.04</u>	
	TOTAL BEGINNING EQUITY	12,686,891.34	
	TOTAL REVENUE	9,571,457.10	
	TOTAL EXPENSES	<u>9,104,215.74</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	467,241.36	
	TOTAL EQUITY & FUND BALANCE		<u>13,154,132.70</u>
	TOTAL LIABILITIES, EQUITY & FUND BALANCE		43,343,700.68
			=====

CITY OF TAYLOR
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345-UTILITY IMPACT FEE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
345-100-102	CLAIM ON POOLED CASH	3,543,213.64	
345-100-103	SECURITY INVESTMENTS	0.00	
345-100-104	SAFEKEEPING CHECKING ACCT	0.00	
345-160-206	WORK IN PROGRESS	56,250.00	
345-160-225	PLANT DISTRIBUTION	143,311.29	
345-170-100	CURRENT YR RES FOR ENCUMBRANCE	(174,839.82)	
345-170-101	PRIOR YR RES FOR ENCUMBRANCE	<u>139,045.00</u>	
			<u>3,706,980.11</u>
TOTAL ASSETS			3,706,980.11
			=====
LIABILITIES			
=====			
345-200-110	CURRENT YEAR ENCUMBRANCE	(174,839.82)	
345-200-111	PRIOR YEAR ENCUMBRANCE	139,045.00	
345-200-233	OTHER A/P PENDING (AUDITOR)	0.00	
345-200-500	ACCOUNTS PAYABLE PENDING	<u>228.55</u>	
TOTAL LIABILITIES			(<u>35,566.27</u>)
EQUITY			
=====			
345-270-100	FUND BALANCE	<u>3,671,017.11</u>	
TOTAL BEGINNING EQUITY		3,671,017.11	
TOTAL REVENUE		154,155.00	
TOTAL EXPENSES		<u>82,625.73</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		71,529.27	
TOTAL EQUITY & FUND BALANCE		<u>3,742,546.38</u>	
TOTAL LIABILITIES, EQUITY & FUND BALANCE			3,706,980.11
			=====

CITY OF TAYLOR
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350-AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
350-100-102	CLAIM ON POOLED CASH	(276,651.41)
350-100-106	TEXPOOL 2017 AIRPORT CONST	716,084.52
350-120-100	AIRPORT RECEIVABLES	(95.53)
350-120-101	REFUND CHECKS PAYABLE	0.00
350-120-103	MISC. ACCOUNTS RECEIVABLE	(385.00)
350-120-140	GRANTS RECEIVABLE	0.00
350-120-250	DUE FROM OTHER FUNDS (AUDITOR)	0.00
350-150-100	BOND ISSUANCE COSTS	0.00
350-150-105	DEFERRED AMT ON REFUNDING	0.00
350-160-100	LAND	859,833.00
350-160-200	T-HANGERS (BUILDINGS)	4,344,298.10
350-160-206	FIXED ASSETS:WORK IN PROGRESS	57,509.50
350-160-210	EQUIPMENT	118,846.06
350-160-300	RUNWAY	2,238,415.96
350-160-335	FIELD EQUIPMENT	0.00
350-170-100	CURRENT YR RES FOR ENCUMBRANCE	(1,009,485.76)
350-170-101	PRIOR YR RES FOR ENCUMBRANCE	0.00
350-170-103	PRE-PAY HEALTH INSURANCE	0.00
350-190-103	ACCUMULATED DEPRECIATION	(<u>2,376,995.58</u>)
		<u>4,671,373.86</u>
TOTAL ASSETS		4,671,373.86
=====		
LIABILITIES		
=====		
350-200-100	ACCRUED ACCOUNTS PAYABLE	0.00
350-200-110	CURRENT YEAR ENCUMBRANCE	(1,009,485.76)
350-200-111	PRIOR YEAR ENCUMBRANCE	0.00
350-200-200	FICA AND MEDICARE PAYABLE	0.00
350-200-201	FEDERAL WITHHOLDING PAYABLE	0.00
350-200-202	TMRS PAYABLE	613.80
350-200-210	NET PENSION LIABILITY	33,196.33
350-200-211	NEW OPED-SDBF LIABILITY	2,075.66
350-200-212	LIFE INSURANCE PAYABLE	12.55
350-200-213	DENTAL PAYABLE	42.71
350-200-214	AFLAC PAYABLE	0.00
350-200-219	SCOTT & WHITE PAYABLE	(13.58)
350-200-221	FLEXIBLE SPENDING(FSA) PAYABLE	47.22
350-200-222	PRE-PAID LEGAL	0.00
350-200-228	MISC. DEDUCTIONS PAYABLE	0.00
350-200-233	OTHER A/P PENDING (AUDITOR)	(617.76)
350-200-235	VISION PLAN PAYABLE	4.37
350-200-240	BONDS PAYABLE-CURRENT	0.00
350-200-401	WAGES PAYABLE	2,460.12
350-200-500	ACCOUNTS PAYABLE PENDING	8,506.60
350-200-501	DUE TO FUND 100 (LOAN ADVANCE)	0.00
350-200-502	DUE TO FUND 100	0.00
350-200-505	DUE TO OTHER FUNDS	0.00
350-200-999	UNRECONCILED DIFFERENCE	(271.67)

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350-AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
350-210-100	UNAMORT. BOND DISCOUNT	0.00	
350-210-101	BOND PREMIUMS	16,385.76	
350-210-110	DEFERRED OUTFLOW TMRS CONT	(5,786.49)	
350-210-111	SDBF DEF OUTFLOW RE CONTRIB	(63.79)	
350-210-113	SDBF DEF INFLOW ACT EXP VS ASS	234.31	
350-210-114	SDBF DEF OUTFLOW CHNG ASSUMPT	543.19	
350-210-115	DEFERRED OUTFLOW INVST TMRS	(11,094.29)	
350-210-118	DEFERRED INFLOW ACT VS ASSMPT	(146.10)	
350-210-119	DEFERRED OUTFLOW CNGS IN ASSUM	0.00	
350-230-101	LONG TERM DEBT	0.00	
350-230-102	BOND PAYABLE-\$290K REF 2010	0.00	
350-230-103	5.34M COMB SERIES 2017(1.445M)	1,200,000.00	
350-240-101	ACCRUED INTEREST PAYABLE	<u>4,521.80</u>	
	TOTAL LIABILITIES		<u>241,164.98</u>
EQUITY			
=====			
350-250-100	CONTRIBUTED CAPITAL GRANT	4,274,320.92	
350-250-101	CONTRIBUTED CAPITAL CITY	75,265.82	
350-280-100	RETAINED EARNINGS	178,525.25	
350-281-100	PRIOR PERIOD ADJUSTMENTS	<u>442,482.09</u>	
	TOTAL BEGINNING EQUITY	4,970,594.08	
	TOTAL REVENUE	296,044.34	
	TOTAL EXPENSES	<u>836,429.54</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(540,385.20)	
	TOTAL EQUITY & FUND BALANCE		<u>4,430,208.88</u>
	TOTAL LIABILITIES, EQUITY & FUND BALANCE		4,671,373.86
=====			

370-CEMETERY OPERATING FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
370-100-102	CLAIM ON POOLED CASH	126,147.57	
370-100-103	SECURITY INVESTMENTS	54,000.00	
370-100-104	SAFEKEEPING CHECKING ACCCT	0.00	
370-120-103	MISC ACCOUNTS RECEIVABLE	0.00	
370-160-206	FIXED ASSETS-WORK IN PROGRESS	0.00	
370-160-225	INFRASTRUCTURE	10,032.80	
370-160-301	VEHICLES	36,464.95	
370-170-100	CURRENT YR RES FOR ENCUMBRANCE	(111,406.94)	
370-170-101	PRIOR YR RES FOR ENCUMBRANCE	13,919.83	
370-170-103	PRE-PAY HEALTH INSURANCE	0.00	
370-190-103	ACCUMULATED DEPRECIATION	(<u>6,338.01</u>)	
			<u>122,820.20</u>
TOTAL ASSETS			122,820.20
			=====
LIABILITIES			
=====			
370-200-110	CURRENT YR ENCUMBRANCE	(111,406.94)	
370-200-111	PRIOR YEAR ENCUMBRANCE	13,919.83	
370-200-200	FICA & MEDICARE PAYABLE	0.00	
370-200-201	FEDERAL WITHHOLDING PAYABLE	0.00	
370-200-202	TMRS PAYABLE	561.11	
370-200-208	ACCRUED VACATION	4,139.43	
370-200-210	NET PENSION LIABILITY	48,552.83	
370-200-211	NEW OPEB-SDBF LIABILITY	3,035.86	
370-200-212	LIFE INSURANCE PAYABLE	(3.61)	
370-200-213	ASSURANT DENTAL PAYABLE	(3.62)	
370-200-214	AFLAC PAYABLE	0.00	
370-200-219	SCOTT & WHITE HEALTH PAYABLE	283.28	
370-200-221	FLEXIBLE SPENDING (FSA) PAYABLE	0.00	
370-200-222	PRE-PAID LEGAL	0.00	
370-200-228	MISC DEDUCTIONS PAYABLE	0.00	
370-200-233	OTHER A/P PENDING (AUDITOR)	(1,342.29)	
370-200-235	VISION PLAN PAYABLE	1.29	
370-200-401	WAGES PAYABLE	2,273.99	
370-200-500	ACCOUNTS PAYABLE PENDING	2,111.96	
370-210-100	DUE TO CEMETERY LAND PURCHASE	0.00	
370-210-110	DEFERRED OUTFLOW CONT TMRS	(8,463.30)	
370-210-111	SDBF DEF OUTFLOW RES CONTRIB	(93.30)	
370-210-113	SDBF DEF INFLOW ACT EX VS ASSU	342.70	
370-210-114	SDBF DEF OUTFLOW CHNG ASSUMPT	794.47	
370-210-115	DEFERRED OUTFLOW INVST TMRS	(16,226.47)	
370-210-118	DEFERRED INFLOW ACTUAL VS ASSM	(213.68)	
370-210-119	DEFERRED OUTFLOW-CHG ASSUMP	<u>0.00</u>	
TOTAL LIABILITIES			(<u>61,736.46</u>)

370-CEMETERY OPERATING FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
EQUITY		
=====		
370-270-100	FUND BALANCE	<u>222,324.10</u>
	TOTAL BEGINNING EQUITY	222,324.10
	TOTAL REVENUE	148,696.09
	TOTAL EXPENSES	<u>186,463.53</u>
	TOTAL INCREASE/(DECREASE) IN FUND BAL. (	37,767.44)
	TOTAL EQUITY & FUND BALANCE	<u>184,556.66</u>
	TOTAL LIABILITIES, EQUITY & FUND BALANCE	122,820.20
		=====

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382-FLEET SERVICES OPERATING

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
382-100-102	CLAIM ON POOLED CASH	520,788.66	
382-100-104	SAFEKEEPING CHECKING ACCT	0.00	
382-120-250	DUE FROM OTHER FUNDS	0.00	
382-160-206	ESCROW FOR EQUIPMENT PURCHASES	0.00	
382-160-301	VEHICLES	0.00	
382-160-303	OFFICE EQUIPMENT	0.00	
382-160-305	FIELD EQUIPMENT	0.00	
382-160-306	HEAVY EQUIPMENT	0.00	
382-160-320	EQUIPMENT	0.00	
382-170-100	CURRENT YR RES FOR ENCUMBRANCE	(85,681.95)	
382-170-101	PRIOR YR RES FOR ENCUMBRANCE	74,881.95	
382-170-103	PRE-PAY HEALTH INSURANCE	0.00	
382-190-103	ACCUMULATED DEPRECIATION	<u>0.00</u>	
		<u>509,988.66</u>	
TOTAL ASSETS			509,988.66
			=====
LIABILITIES			
=====			
382-200-110	CURRENT YEAR ENCUMBRANCE	(85,681.95)	
382-200-111	PRIOR YEAR ENCUMBRANCE	74,881.95	
382-200-200	FICA AND MEDICARE PAYABLE	0.00	
382-200-201	FEDERAL WITHHOLDING PAYABLE	0.00	
382-200-202	TMRS PAYABLE	610.17	
382-200-203	DEFERRED COMP PAYABLE	0.00	
382-200-208	ACCRUED VACATION	4,944.81	
382-200-210	NET PENSION LIABILITY	111,361.36	
382-200-211	NEW OPEB-SDBF LIABILITY	7,490.51	
382-200-212	LIFE INSURANCE PAYABLE	(341.07)	
382-200-213	DENTAL PAYABLE	(226.31)	
382-200-214	AFLAC PAYABLE	197.58	
382-200-215	CLOTHES RENTAL PAYABLE	0.00	
382-200-216	CINCINNATI LIFE PAYABLE	261.10	
382-200-218	BLUE CHOICE PAYABLE	0.00	
382-200-219	SCOTT & WHITE HEALTH PAYABLE	(202.65)	
382-200-221	FLEXIBLE SPENDING(FSA) PAYABLE	0.00	
382-200-222	PRE-PAID LEGAL PAYABLE	(626.20)	
382-200-228	MISC DEDUCTIONS PAYABLE	0.00	
382-200-229	MET LIFE DENTAL PAYABLE	0.00	
382-200-233	OTHER A/P PENDING (AUDITOR)	(2,723.96)	
382-200-235	VISION PLAN PAYABLE	(32.18)	
382-200-401	WAGES PAYABLE	2,763.21	
382-200-500	ACCOUNTS PAYABLE PENDING	45,020.43	
382-210-110	DEFERRED OUTFLOW CONTB TMRS	(19,411.52)	
382-210-111	SDBF DEF OUTFLOW RES CONTRI	(213.99)	
382-210-113	SDBF DEF INFLOW ACT EXP VS ASS	786.02	
382-210-114	SDBF DEF OUTFLOW CHNG ASSUMPT	1,822.21	
382-210-115	DEFERRED OUTFLOW INVST TMRS	(37,217.22)	
382-210-118	DEFERRED INFLOW ACTUAL VS ASSM	(490.10)	

CITY OF TAYLOR
BALANCE SHEET
AS OF: APRIL 30TH, 2024

382-FLEET SERVICES OPERATING

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
382-210-119	DEFERRED OUTLOW-CHNG IN ASSUMP	0.00	
382-240-101	UNCLAIMED FUNDS	<u>78.32</u>	
	TOTAL LIABILITIES		<u>103,050.52</u>
EQUITY			
=====			
382-260-121	RESERVE:FUTURE EQUIP PURCHASES	0.00	
382-270-100	FUND BALANCE	(<u>47,066.34</u>)	
	TOTAL BEGINNING EQUITY	(47,066.34)	
	TOTAL REVENUE	979,186.67	
	TOTAL EXPENSES	<u>525,182.19</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	454,004.48	
	TOTAL EQUITY & FUND BALANCE		<u>406,938.14</u>
	TOTAL LIABILITIES, EQUITY & FUND BALANCE		509,988.66
=====			

CITY OF TAYLOR
BALANCE SHEET
AS OF: APRIL 30TH, 2024

384-FLEET REPLACEMENT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
384-100-102	CLAIM ON POOLED CASH	12,820.17
384-100-104	CAPITAL EQUIP ACCT 2139517	0.00
384-100-105	SIGNATURE BANK EQUIP (ESCROW)	0.00
384-100-106	FROST LEASING ESCROW 010597724	0.00
384-100-107	UMB BANK CLAYTON HOLDINGS	0.00
384-100-108	2018 FLEET/EQUIP TEXSTAR 20180	236,834.88
384-100-109	GOVERNMENT CAPITAL CORP	0.00
384-100-110	US BANCORP GOVERNMENT LEAS	0.00
384-100-111	US BANCORP GOV ESCROW	0.00
384-120-103	MISC ACCOUNTS RECEIVABLE	0.00
384-140-100	PREPAID CAP LEASE	0.00
384-150-100	BOND ISSUANCE COSTS	0.00
384-160-206	FIXED ASSETS-WORK IN PROGRESS	103,164.89
384-160-320	MACHINERY & EQUIPMENT	9,019,552.02
384-170-100	CURRENT YR RES FOR ENCUMBRANCE	(7,000,724.70)
384-170-101	PRIOR YR RES FOR ENCUMBRANCE	3,865,694.83
384-190-103	ACCUMULATED DEPRECIATION	(<u>7,315,204.10</u>)
		(<u>1,077,862.01</u>)
TOTAL ASSETS		(1,077,862.01)
		=====
LIABILITIES		
=====		
384-200-104	ACCRUED INTEREST PAYALBE	0.00
384-200-110	CURRENT YEAR ENCUMBRANCE	(6,946,320.70)
384-200-111	PRIOR YEAR ENCUMBRANCE	3,811,290.83
384-200-500	ACCOUNTS PAYABLE PENDING	11,797.56
384-200-505	DUE TO OTHER FUNDS	0.00
384-210-101	UNAMORT BOND PREMIUM	30,724.49
384-230-103	5.44M COMB SERIES 2015(2.66M)	1,125,000.00
384-230-115	CAPITAL LEASE PAYABLE-CURRENT	0.00
384-230-120	CAP LEASE PAYABLE-NONCURRENT	144,729.14
384-230-125	NOTES PAYABLE	815,834.57
384-240-101	ACCRUED INTEREST PAYABLE	<u>19,775.36</u>
TOTAL LIABILITIES		(<u>987,168.75</u>)
EQUITY		
=====		
384-270-100	FUND BALANCE	<u>529,824.97</u>
TOTAL BEGINNING EQUITY		529,824.97
TOTAL REVENUE		244,234.34
TOTAL EXPENSES		<u>864,752.57</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(620,518.23)
TOTAL EQUITY & FUND BALANCE		(<u>90,693.26</u>)
TOTAL LIABILITIES, EQUITY & FUND BALANCE		(1,077,862.01)
		=====

Attachment E
Sales Tax Tracking Report

Sales Tax Tracking (Total Amount) FY 2023-24

	2020-21	2021-22	2022-23	2023-24	2023-24	\$ Difference	% from	\$ Difference	% from Pr. Yr.
	Actual	Actual	Actual	Actual	Estimated Amount	from Actual to Est. Amt	Actual	from Prior Year Amount	Actual
October	393,127	468,966	1,023,003	1,764,706	2,748,592	(983,886)	-35.8%	741,703	72.5%
November	482,805	581,787	1,242,415	1,428,563	2,866,008	(1,437,445)	-50.2%	186,148	15.0%
December	404,316	475,711	1,743,702	5,654,663	2,535,731	3,118,932	123.0%	3,910,961	224.3%
January	403,476	421,763	1,660,588	3,353,527	2,287,161	1,066,366	46.6%	1,692,939	101.9%
February	552,026	678,554	2,494,516	3,904,364	2,305,614	1,598,749	69.3%	1,409,847	56.5%
March	393,003	503,163	1,900,982	2,485,884	1,857,987	627,896	33.8%	584,902	30.8%
April	391,521	453,235	688,276	2,121,020	1,732,730	388,290	22.4%	1,432,744	208.2%
May	577,092	710,906	3,804,360		1,818,751				
June	493,430	612,055	2,176,802		1,608,504				
July	442,382	849,121	1,964,244		1,435,929				
August	549,608	703,460	2,438,379		1,293,359				
Sept.	468,276	867,785	2,749,238		1,112,833				
	\$ 5,551,064	\$ 7,326,507	\$ 23,886,505	\$ 20,712,727	\$ 23,603,200			\$ 9,959,245	

Sales Tax Tracking (Taylor EDC Portion) FY 2023-24

	2020-21	2021-22	2022-23	2023-24
	Actual	Actual	Actual	Actual
October	\$ 98,282	\$ 117,242	\$ 255,751	\$ 441,177
November	\$ 120,701	\$ 145,447	\$ 310,604	\$ 357,141
December	\$ 101,079	\$ 118,928	\$ 435,926	\$ 1,413,666
January	\$ 100,869	\$ 105,441	\$ 415,147	\$ 838,382
February	\$ 138,007	\$ 169,639	\$ 623,629	\$ 976,091
March	\$ 98,251	\$ 125,791	\$ 475,245	\$ 621,471
April	\$ 97,880	\$ 113,309	\$ 172,069	\$ 530,255
May	\$ 144,273	\$ 177,727	\$ 951,090	\$ -
June	\$ 123,358	\$ 153,014	\$ 544,201	\$ -
July	\$ 110,595	\$ 212,280	\$ 491,061	\$ -
August	\$ 137,402	\$ 175,865	\$ 609,595	\$ -
Sept.	\$ 117,069	\$ 216,946	\$ 687,310	\$ -
	1,387,766	1,831,627	5,971,626	5,178,182

Sales Tax Tracking (City's Portion) FY 2023-24

	2020-21	2021-22	2022-23	2023-24	2023-24	\$ Difference	% from	\$ Difference	% from Pr. Yr.
	Actual	Actual	Actual	Actual	Estimated Amount	from Actual to Est. Amt	Actual	from Prior Year Amount	Actual
October	294,845	351,725	767,252	1,323,530	2,061,444	(737,914)	-35.8%	556,278	72.5%
November	362,104	436,341	931,811	1,071,422	2,149,506	(1,078,084)	-50.2%	139,611	15.0%
December	303,237	356,784	1,307,777	4,240,997	1,901,798	2,339,199	123.0%	2,933,220	224.3%
January	302,607	316,322	1,245,441	2,515,145	1,715,371	799,775	46.6%	1,269,704	101.9%
February	414,020	508,916	1,870,887	2,928,273	1,729,211	1,199,062	69.3%	1,057,386	56.5%
March	294,752	377,372	1,425,736	1,864,413	1,393,490	470,922	33.8%	438,676	30.8%
April	293,641	339,926	516,207	1,590,765	1,299,548	291,217	22.4%	1,074,558	208.2%
May	432,819	533,180	2,853,270	-	1,364,063				
June	370,073	459,041	1,632,602	-	1,206,378				
July	331,786	636,841	1,473,183	-	1,076,947				
August	412,206	527,595	1,828,784	-	970,019				
Sept.	351,207	650,839	2,061,929	-	834,625				

Cumulative Year -to- Date (City's Portion) FY 2023-24

	2020-21	2021-22	2022-23	2023-24	2023-24	\$ Difference	% from	\$ Difference	% from Pr. Yr.
	Actual	Actual	Actual	Actual	Estimated Amount	from Actual to Est. Amt	Actual	from Prior Year Amount	Actual
October	294,845	351,725	767,252	1,323,530	2,061,444	(737,914)	-35.8%	556,278	72.5%
November	656,949	788,065	1,699,063	2,394,952	4,210,950	(1,815,998)	-43.1%	695,889	41.0%
December	960,186	1,144,849	3,006,840	6,635,949	6,112,749	523,201	8.6%	3,629,109	120.7%
January	1,262,794	1,461,171	4,252,281	9,151,095	7,828,119	1,322,975	16.9%	4,898,814	115.2%
February	1,676,813	1,970,087	6,123,168	12,079,367	9,557,330	2,522,037	26.4%	5,956,199	97.3%
March	1,971,566	2,347,459	7,548,905	13,943,780	10,950,820	2,992,960	27.3%	6,394,876	84.7%
April	2,265,207	2,687,385	8,065,111	15,534,545	12,250,368	3,284,177	26.8%	7,469,433	92.6%
May	2,698,026	3,220,565	10,918,381		13,614,431				
June	3,068,099	3,679,606	12,550,983		14,820,809				
July	3,399,885	4,316,447	14,024,166		15,897,756				
August	3,812,091	4,844,041	15,852,950		16,867,776				
Sept.	4,163,298	5,494,880	17,914,879		17,702,400				
% Y-T-D Increase over prior year	12.0%	32.0%	226.0%						

Attachment F
Monthly Investment Report

City of Taylor

Investment Report

As of April 30, 2024



M E E D E R

PUBLIC FUNDS



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Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
LGIP	117,205,396.71	117,205,396.71	117,205,396.71	94.02%	1	5.39
Money Market Funds	12,280.02	12,280.02	12,280.02	0.01%	1	0.40
U.S. Agencies	5,500,000.00	5,451,755.00	5,493,242.37	4.37%	223	3.57
U.S. Treasuries	2,000,000.00	1,991,015.63	1,997,559.20	1.60%	46	2.70
TOTAL	124,717,676.73	124,660,447.36	124,708,478.30	100.00%	11	5.27
CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		0.00	0.00			
TOTAL CASH AND INVESTMENTS	124,717,676.73	124,660,447.36	124,708,478.30		11	5.27
TOTAL EARNINGS						
	CURRENT MONTH					
Current Year	549,713.38					



Portfolio Summary

5.27

Average Yield

0.03

Weighted Average Maturity (Years)

0.03

Portfolio Effective Duration (Years)

0.03

Weighted Average Life (Years)

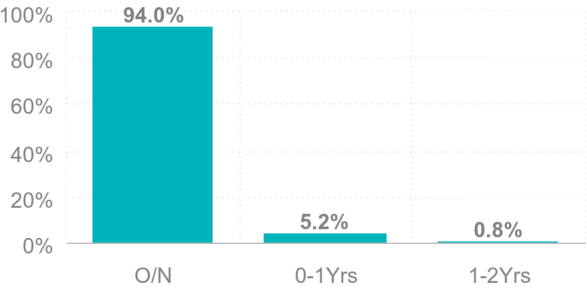
AAA

Average Credit Rating

Portfolio Position

Par Value	\$124,717,677
Principal Cost	\$124,675,449
Book Value	\$124,708,478
Market Value	\$124,660,447
Unrealized Gain/Loss	(\$48,031)
Accrued Interest	\$62,900

Maturity Distribution



Sector Allocation



LGIP	94.02%
U.S. Agencies	4.37%
U.S. Treasuries	1.60%
Money Market Funds	0.01%

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
2019 BOND FUND						
LGIP	1	748,774.94	748,774.94	0.60	5.31	1
TOTAL	1	748,774.94	748,774.94	0.60	5.31	1
2022 DEBT NON-TAX SUPPORTED						
LGIP	1	5,847,117.60	5,847,117.60	4.69	5.43	1
TOTAL	1	5,847,117.60	5,847,117.60	4.69	5.43	1
2022 DEBT TAX SUPPORTED						
LGIP	1	6,953,014.43	6,953,014.43	5.58	5.43	1
TOTAL	1	6,953,014.43	6,953,014.43	5.58	5.43	1
2022 TAX SUPPORTED LIMITED TAX						
LGIP	1	5,657,005.86	5,657,005.86	4.54	5.43	1
TOTAL	1	5,657,005.86	5,657,005.86	4.54	5.43	1
2023A TAX & REVENUE CO						
LGIP	1	55,089,773.04	55,089,773.04	44.19	5.43	1
TOTAL	1	55,089,773.04	55,089,773.04	44.19	5.43	1
AIRPORT FUND						
LGIP	1	716,084.52	716,084.52	0.57	5.31	1
TOTAL	1	716,084.52	716,084.52	0.57	5.31	1
CEMETERY PERMANENT FUND						
LGIP	3	62,668.82	62,668.82	0.05	5.31	1
U.S. Agencies	1	1,000,000.00	1,000,000.00	0.79	0.50	120

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
TOTAL	4	1,062,668.82	1,062,668.82	0.84	0.79	113

FLEET REPLACEMENT FUND						
LGIP	1	236,834.88	236,834.88	0.19	5.31	1
TOTAL	1	236,834.88	236,834.88	0.19	5.31	1

GENERAL FUND						
LGIP	3	37,068,788.69	37,068,788.69	29.74	5.33	1
Money Market Funds	1	12,280.02	12,280.02	0.01	0.40	1
U.S. Agencies	5	4,500,000.00	4,493,242.37	3.58	4.25	246
U.S. Treasuries	2	2,000,000.00	1,997,559.20	1.60	2.70	46
TOTAL	11	43,581,068.71	43,571,870.28	34.93	5.09	28

SPECIAL REV-TAX INCREMENT FUND						
LGIP	1	2,314,063.67	2,314,063.67	1.86	5.31	1
TOTAL	1	2,314,063.67	2,314,063.67	1.86	5.31	1

UTILITY FUND						
LGIP	2	2,511,270.26	2,511,270.26	2.01	5.37	1
TOTAL	2	2,511,270.26	2,511,270.26	2.01	5.37	1

GRAND TOTAL	25	124,717,676.73	124,708,478.30	100.00	5.27	12
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Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
2019 BOND FUND												
LGIP												
TEXSTAR	TexSTAR	04/30/2024 04/30/2024	748,774.94	748,774.94 0.00	748,774.94	5.31		1	1.00 748,774.94	0.00 748,774.94	0.60	AAA
LGIP TOTAL			748,774.94	748,774.94 0.00	748,774.94	5.31		1	1.00 748,774.94	0.00 748,774.94	0.60	AAA
2019 BOND FUND TOTAL			748,774.94	748,774.94 0.00	748,774.94	5.31		1	1.00 748,774.94	0.00 748,774.94	0.60	AAA
2022 DEBT NON-TAX SUPPORTED												
LGIP												
TXCLASS	Texas CLASS	04/30/2024 04/30/2024	5,847,117.60	5,847,117.60 0.00	5,847,117.60	5.43		1	1.00 5,847,117.60	0.00 5,847,117.60	4.69	AAA
LGIP TOTAL			5,847,117.60	5,847,117.60 0.00	5,847,117.60	5.43		1	1.00 5,847,117.60	0.00 5,847,117.60	4.69	AAA
2022 DEBT NON-TAX SUPPORTED TOTAL			5,847,117.60	5,847,117.60 0.00	5,847,117.60	5.43		1	1.00 5,847,117.60	0.00 5,847,117.60	4.69	AAA
2022 DEBT TAX SUP- PORTED												
LGIP												
TXCLASS	Texas CLASS	04/30/2024 04/30/2024	6,953,014.43	6,953,014.43 0.00	6,953,014.43	5.43		1	1.00 6,953,014.43	0.00 6,953,014.43	5.58	AAA
LGIP TOTAL			6,953,014.43	6,953,014.43 0.00	6,953,014.43	5.43		1	1.00 6,953,014.43	0.00 6,953,014.43	5.58	AAA
2022 DEBT TAX SUP- PORTED TOTAL			6,953,014.43	6,953,014.43 0.00	6,953,014.43	5.43		1	1.00 6,953,014.43	0.00 6,953,014.43	5.58	AAA
2022 TAX SUPPORT- ED LIMITED TAX												
LGIP												
TXCLASS	Texas CLASS	04/30/2024 04/30/2024	5,657,005.86	5,657,005.86 0.00	5,657,005.86	5.43		1	1.00 5,657,005.86	0.00 5,657,005.86	4.54	AAA
LGIP TOTAL			5,657,005.86	5,657,005.86 0.00	5,657,005.86	5.43		1	1.00 5,657,005.86	0.00 5,657,005.86	4.54	AAA



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
2022 TAX SUPPORTED LIMITED TAX TOTAL			5,657,005.86	5,657,005.86 0.00	5,657,005.86	5.43		1	1.00 5,657,005.86	0.00 5,657,005.86	4.54	AAA

2023A TAX & REVE- NUE CO

LGIP												
TXCLASS	Texas CLASS	04/30/2024 04/30/2024	55,089,773.04	55,089,773.04 0.00	55,089,773.04	5.43		1	1.00 55,089,773.04	0.00 55,089,773.04	44.19	AAA
LGIP TOTAL			55,089,773.04	55,089,773.04 0.00	55,089,773.04	5.43		1	1.00 55,089,773.04	0.00 55,089,773.04	44.19	AAA
2023A TAX & REVE- NUE CO TOTAL			55,089,773.04	55,089,773.04 0.00	55,089,773.04	5.43		1	1.00 55,089,773.04	0.00 55,089,773.04	44.19	AAA

AIRPORT FUND

LGIP												
TEXPOOL	TexPool	04/30/2024 04/30/2024	716,084.52	716,084.52 0.00	716,084.52	5.31		1	1.00 716,084.52	0.00 716,084.52	0.57	AAA
LGIP TOTAL			716,084.52	716,084.52 0.00	716,084.52	5.31		1	1.00 716,084.52	0.00 716,084.52	0.57	AAA
AIRPORT FUND TOTAL			716,084.52	716,084.52 0.00	716,084.52	5.31		1	1.00 716,084.52	0.00 716,084.52	0.57	AAA

CEMETERY PERMA- NENT FUND

LGIP												
TEXSTAR	TexSTAR	04/30/2024 04/30/2024	61,328.65	61,328.65 0.00	61,328.65	5.31		1	1.00 61,328.65	0.00 61,328.65	0.05	AAA
TXCLASS	Texas CLASS	04/30/2024 04/30/2024	947.03	947.03 0.00	947.03	5.43		1	1.00 947.03	0.00 947.03	0.00	AAA
TEXPOOL	TexPool	04/30/2024 04/30/2024	393.14	393.14 0.00	393.14	5.31		1	1.00 393.14	0.00 393.14	0.00	AAA
LGIP TOTAL			62,668.82	62,668.82 0.00	62,668.82	5.31		1	1.00 62,668.82	0.00 62,668.82	0.05	AAA

U.S. AGENCIES



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	08/10/2021 08/30/2021	1,000,000.00	1,000,000.00 0.00	1,000,000.00	0.50	08/28/2024	120	98.32 983,160.00	(16,840.00) 1,000,000.00	0.79	Aaa AA+
U.S. AGENCIES TOTAL			1,000,000.00	1,000,000.00 0.00	1,000,000.00	0.50		120	98.32 983,160.00	(16,840.00) 1,000,000.00	0.79	Aaa AA+
CEMETERY PERMA- NENT FUND TOTAL			1,062,668.82	1,062,668.82 0.00	1,062,668.82	0.79		113	92.48 1,045,828.82	(16,840.00) 1,062,668.82	0.84	AA+

FLEET REPLACE- MENT FUND

LGIP												
TEXSTAR	TexSTAR	04/30/2024 04/30/2024	236,834.88	236,834.88 0.00	236,834.88	5.31		1	1.00 236,834.88	0.00 236,834.88	0.19	AAA
LGIP TOTAL			236,834.88	236,834.88 0.00	236,834.88	5.31		1	1.00 236,834.88	0.00 236,834.88	0.19	AAA
FLEET REPLACEMENT FUND TOTAL			236,834.88	236,834.88 0.00	236,834.88	5.31		1	1.00 236,834.88	0.00 236,834.88	0.19	AAA

GENERAL FUND

LGIP												
TXCLASS	Texas CLASS	04/30/2024 04/30/2024	3,617,237.83	3,617,237.83 0.00	3,617,237.83	5.43		1	1.00 3,617,237.83	0.00 3,617,237.83	2.90	AAA
TEXPOOL	TexPool	04/30/2024 04/30/2024	32,471,267.90	32,471,267.90 0.00	32,471,267.90	5.31		1	1.00 32,471,267.90	0.00 32,471,267.90	26.05	AAA
TEXSTAR	TexSTAR	04/30/2024 04/30/2024	980,282.96	980,282.96 0.00	980,282.96	5.31		1	1.00 980,282.96	0.00 980,282.96	0.79	AAA
LGIP TOTAL			37,068,788.69	37,068,788.69 0.00	37,068,788.69	5.33		1	1.00 37,068,788.69	0.00 37,068,788.69	29.74	AAA

MONEY MARKET FUNDS

60618	City National Bank MMF - Public Funds	04/30/2024 04/30/2024	12,280.02	12,280.02 0.00	12,280.02	0.40		1	1.00 12,280.02	0.00 12,280.02	0.01	NA
MONEY MARKET FUNDS TOTAL			12,280.02	12,280.02 0.00	12,280.02	0.40		1	1.00 12,280.02	0.00 12,280.02	0.01	NA

U.S. AGENCIES

3130AMT85	FHLBANKS 0.400 06/28/24 '24	06/03/2021 06/28/2021	500,000.00	500,000.00 0.00	500,000.00	0.40	06/28/2024	59	99.15 495,745.00	(4,255.00) 500,000.00	0.40	Aaa AA+
3130AVB84	FHLBANKS 5.250 09/13/24	03/29/2023 03/31/2023	1,000,000.00	1,009,900.00 0.00	1,009,900.00	4.53	09/13/2024	136	99.89 998,880.00	(3,640.34) 1,002,520.34	0.80	Aaa AA+



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
3130ATUR6	FHLBANKS 4.625 12/13/24	06/28/2023 06/30/2023	1,000,000.00	993,035.38 0.00	993,035.38	5.13	12/13/2024	227	99.52 995,170.00	(1,863.80) 997,033.80	0.80	Aaa AA+
3130AUZC1	FHLBANKS 4.625 03/14/25	03/10/2023 03/14/2023	1,000,000.00	995,701.21 0.00	995,701.21	4.85	03/14/2025	318	99.42 994,150.00	(3,978.95) 998,128.95	0.80	Aaa AA+
3130AVYU0	FHLBANKS 3.950 06/02/25	06/01/2023 06/05/2023	1,000,000.00	991,870.00 0.00	991,870.00	4.38	06/02/2025	398	98.47 984,650.00	(10,909.29) 995,559.29	0.79	Aaa AA+
U.S. AGENCIES TOTAL			4,500,000.00	4,490,506.59 0.00	4,490,506.59	4.24		246	99.30 4,468,595.00	(24,647.37) 4,493,242.37	3.58	Aaa AA+
U.S. TREASURIES												
912828XT2	US TREASURY 2.000 05/31/24	03/24/2022 03/28/2022	1,000,000.00	995,078.13 0.00	995,078.13	2.23	05/31/2024	31	99.71 997,148.44	(2,665.83) 999,814.27	0.80	Aaa AA+
9128286Z8	US TREASURY 1.750 06/30/24	06/16/2022 06/21/2022	1,000,000.00	972,187.50 0.00	972,187.50	3.18	06/30/2024	61	99.39 993,867.19	(3,877.74) 997,744.93	0.80	Aaa AA+
U.S. TREASURIES TOTAL			2,000,000.00	1,967,265.63 0.00	1,967,265.63	2.70		46	99.55 1,991,015.63	(6,543.57) 1,997,559.20	1.60	Aaa AA+
GENERAL FUND TOTAL			43,581,068.71	43,538,840.93 0.00	43,538,840.93	5.09		28	15.60 43,540,679.34	(31,190.94) 43,571,870.28	34.93	AAA

SPECIAL REV-TAX INCREMENT FUND

LGIP

TEXPOOL	TexPool	04/30/2024 04/30/2024	2,314,063.67	2,314,063.67 0.00	2,314,063.67	5.31		1	1.00 2,314,063.67	0.00 2,314,063.67	1.86	AAA
LGIP TOTAL			2,314,063.67	2,314,063.67 0.00	2,314,063.67	5.31		1	1.00 2,314,063.67	0.00 2,314,063.67	1.86	AAA
SPECIAL REV-TAX INCREMENT FUND TOTAL			2,314,063.67	2,314,063.67 0.00	2,314,063.67	5.31		1	1.00 2,314,063.67	0.00 2,314,063.67	1.86	AAA

UTILITY FUND

LGIP

TXCLASS	Texas CLASS	04/30/2024 04/30/2024	1,116,493.61	1,116,493.61 0.00	1,116,493.61	5.43		1	1.00 1,116,493.61	0.00 1,116,493.61	0.90	AAA
TEXPOOL	TexPool	04/30/2024 04/30/2024	1,394,776.65	1,394,776.65 0.00	1,394,776.65	5.31		1	1.00 1,394,776.65	0.00 1,394,776.65	1.12	AAA
LGIP TOTAL			2,511,270.26	2,511,270.26 0.00	2,511,270.26	5.37		1	1.00 2,511,270.26	0.00 2,511,270.26	2.01	AAA
UTILITY FUND TOTAL			2,511,270.26	2,511,270.26 0.00	2,511,270.26	5.37		1	1.00 2,511,270.26	0.00 2,511,270.26	2.01	AAA

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
GRAND TOTAL			124,717,676.73	124,675,448.95 0.00	124,675,448.95	5.27		11	6.87 124,660,447.36	(48,030.94) 124,708,478.30	100.00	AAA

Transaction Statement

NO ACTIVITY DURING
CURRENT PERIOD

Contribution/Withdrawals and Expenses



No activity during current period



Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
CEMETERY PERMANENT FUND									
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.00	1,000,000.00	0.00	0.00
TOTAL		1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.00	1,000,000.00	0.00	0.00
GENERAL FUND									
3130AMT85	FHLBANKS 0.400 06/28/24 '24	500,000.00	500,000.00	0.00	500,000.00	0.00	500,000.00	0.00	0.00
3130AVYU0	FHLBANKS 3.950 06/02/25	1,000,000.00	991,870.00	(8,130.00)	995,223.72	335.57	995,559.29	3,689.29	(4,440.71)
3130AUZC1	FHLBANKS 4.625 03/14/25	1,000,000.00	995,701.21	(4,298.79)	997,951.88	177.07	998,128.95	2,427.74	(1,871.05)
3130ATUR6	FHLBANKS 4.625 12/13/24	1,000,000.00	993,035.38	(6,964.62)	996,640.06	393.74	997,033.80	3,998.42	(2,966.20)
3130AVB84	FHLBANKS 5.250 09/13/24	1,000,000.00	1,009,900.00	9,900.00	1,003,080.41	(560.08)	1,002,520.34	(7,379.66)	2,520.34
9128286Z8	US TREASURY 1.750 06/30/24	1,000,000.00	972,187.50	(27,812.50)	996,617.40	1,127.53	997,744.93	25,557.43	(2,255.07)
912828XT2	US TREASURY 2.000 05/31/24	1,000,000.00	995,078.13	(4,921.87)	999,628.54	185.73	999,814.27	4,736.14	(185.73)
TOTAL		6,500,000.00	6,457,772.22	(42,227.78)	6,489,142.00	1,659.58	6,490,801.57	33,029.35	(9,198.43)
GRAND TOTAL		7,500,000.00	7,457,772.22	(42,227.78)	7,489,142.00	1,659.58	7,490,801.57	33,029.35	(9,198.43)



Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
2019 BOND FUND									
TEXSTAR	TexSTAR	04/30/2024	748,774.94	748,774.94	0.00	0.00	3,251.12	3,251.12	0.00
TOTAL			748,774.94	748,774.94	0.00	0.00	3,251.12	3,251.12	0.00
2022 DEBT NON-TAX SUPPORTED									
TXCLASS	Texas CLASS	04/30/2024	5,847,117.60	5,847,117.60	0.00	0.00	25,956.75	25,956.75	0.00
TOTAL			5,847,117.60	5,847,117.60	0.00	0.00	25,956.75	25,956.75	0.00
2022 DEBT TAX SUPPORTED									
TXCLASS	Texas CLASS	04/30/2024	6,953,014.43	6,953,014.43	0.00	0.00	30,866.09	30,866.09	0.00
TOTAL			6,953,014.43	6,953,014.43	0.00	0.00	30,866.09	30,866.09	0.00
2022 TAX SUPPORTED LIMITED TAX									
TXCLASS	Texas CLASS	04/30/2024	5,657,005.86	5,657,005.86	0.00	0.00	25,112.76	25,112.76	0.00
TOTAL			5,657,005.86	5,657,005.86	0.00	0.00	25,112.76	25,112.76	0.00
2023A TAX & REVENUE CO									
TXCLASS	Texas CLASS	04/30/2024	55,089,773.04	55,089,773.04	0.00	0.00	244,556.58	244,556.58	0.00
TOTAL			55,089,773.04	55,089,773.04	0.00	0.00	244,556.58	244,556.58	0.00
AIRPORT FUND									
TEXPOOL	TexPool	04/30/2024	716,084.52	716,084.52	0.00	0.00	3,114.13	3,114.13	0.00
TOTAL			716,084.52	716,084.52	0.00	0.00	3,114.13	3,114.13	0.00
CEMETERY PERMANENT FUND									
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	08/30/2021	1,000,000.00	1,000,000.00	458.33	0.00	416.67	0.00	875.00
TEXPOOL	TexPool	04/30/2024	393.14	393.14	0.00	0.00	1.80	1.80	0.00
TEXSTAR	TexSTAR	04/30/2024	61,328.65	61,328.65	0.00	0.00	266.28	266.28	0.00



Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
TXCLASS	Texas CLASS	04/30/2024	947.03	947.03	0.00	0.00	4.20	4.20	0.00
TOTAL			1,062,668.82	1,062,668.82	458.33	0.00	688.95	272.28	875.00

FLEET REPLACEMENT FUND									
TEXSTAR	TexSTAR	04/30/2024	236,834.88	236,834.88	0.00	0.00	1,028.32	1,028.32	0.00
TOTAL			236,834.88	236,834.88	0.00	0.00	1,028.32	1,028.32	0.00

GENERAL FUND									
60618	City National Bank MMF - Public Funds	04/30/2024	12,280.02	12,280.02	0.00	0.00	4.02	4.02	0.00
3130AMT85	FHLBANKS 0.400 06/28/24 '24	06/28/2021	500,000.00	500,000.00	516.67	0.00	166.67	0.00	683.33
3130AVYU0	FHLBANKS 3.950 06/02/25	06/05/2023	1,000,000.00	991,870.00	13,056.94	0.00	3,291.67	0.00	16,348.61
3130AUZC1	FHLBANKS 4.625 03/14/25	03/14/2023	1,000,000.00	995,701.21	2,184.03	0.00	3,854.17	0.00	6,038.19
3130ATUR6	FHLBANKS 4.625 12/13/24	06/30/2023	1,000,000.00	993,035.38	13,875.00	0.00	3,854.17	0.00	17,729.17
3130AVB84	FHLBANKS 5.250 09/13/24	03/31/2023	1,000,000.00	1,009,900.00	2,625.00	0.00	4,375.00	0.00	7,000.00
TEXPOOL	TexPool	04/30/2024	32,471,267.90	32,471,267.90	0.00	0.00	154,875.43	154,875.43	0.00
TEXSTAR	TexSTAR	04/30/2024	980,282.96	980,282.96	0.00	0.00	4,256.34	4,256.34	0.00
TXCLASS	Texas CLASS	04/30/2024	3,617,237.83	3,617,237.83	0.00	0.00	16,057.75	16,057.75	0.00
9128286Z8	US TREASURY 1.750 06/30/24	06/21/2022	1,000,000.00	972,187.50	4,423.08	0.00	1,442.31	0.00	5,865.38
912828XT2	US TREASURY 2.000 05/31/24	03/28/2022	1,000,000.00	995,078.13	6,721.31	0.00	1,639.34	0.00	8,360.66
TOTAL			43,581,068.71	43,538,840.93	43,402.03	0.00	193,816.86	175,193.54	62,025.35

SPECIAL REV-TAX INCREMENT FUND									
TEXPOOL	TexPool	04/30/2024	2,314,063.67	2,314,063.67	0.00	0.00	8,640.25	8,640.25	0.00
TOTAL			2,314,063.67	2,314,063.67	0.00	0.00	8,640.25	8,640.25	0.00

UTILITY FUND									
TEXPOOL	TexPool	04/30/2024	1,394,776.65	1,394,776.65	0.00	0.00	6,065.62	6,065.62	0.00

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
TXCLASS	Texas CLASS	04/30/2024	1,116,493.61	1,116,493.61	0.00	0.00	4,956.38	4,956.38	0.00
TOTAL			2,511,270.26	2,511,270.26	0.00	0.00	11,022.00	11,022.00	0.00
GRAND TOTAL			124,717,676.73	124,675,448.95	43,860.36	0.00	548,053.81	529,013.82	62,900.35



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
2019 BOND FUND											
TEXSTAR	TexSTAR	748,774.94	745,523.82	748,774.94	04/30/2024	0.00	5.31	3,251.12	0.00	0.00	3,251.12
TOTAL		748,774.94	745,523.82	748,774.94		0.00	5.31	3,251.12	0.00	0.00	3,251.12
2022 DEBT NON-TAX SUPPORTED											
TXCLASS	Texas CLASS	5,847,117.60	5,821,160.85	5,847,117.60	04/30/2024	0.00	5.43	25,956.75	0.00	0.00	25,956.75
TOTAL		5,847,117.60	5,821,160.85	5,847,117.60		0.00	5.43	25,956.75	0.00	0.00	25,956.75
2022 DEBT TAX SUP- PORTED											
TXCLASS	Texas CLASS	6,953,014.43	6,922,148.34	6,953,014.43	04/30/2024	0.00	5.43	30,866.09	0.00	0.00	30,866.09
TOTAL		6,953,014.43	6,922,148.34	6,953,014.43		0.00	5.43	30,866.09	0.00	0.00	30,866.09
2022 TAX SUPPORTED LIMITED TAX											
TXCLASS	Texas CLASS	5,657,005.86	5,631,893.10	5,657,005.86	04/30/2024	0.00	5.43	25,112.76	0.00	0.00	25,112.76
TOTAL		5,657,005.86	5,631,893.10	5,657,005.86		0.00	5.43	25,112.76	0.00	0.00	25,112.76
2023A TAX & REVENUE CO											
TXCLASS	Texas CLASS	55,089,773.04	54,845,216.46	55,089,773.04	04/30/2024	0.00	5.43	244,556.58	0.00	0.00	244,556.58
TOTAL		55,089,773.04	54,845,216.46	55,089,773.04		0.00	5.43	244,556.58	0.00	0.00	244,556.58
AIRPORT FUND											
TEXPOOL	TexPool	716,084.52	712,970.39	716,084.52	04/30/2024	0.00	5.31	3,114.13	0.00	0.00	3,114.13
TOTAL		716,084.52	712,970.39	716,084.52		0.00	5.31	3,114.13	0.00	0.00	3,114.13
CEMETERY PERMANENT FUND											
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	1,000,000.00	1,000,000.00	1,000,000.00	08/28/2024	0.50	0.50	416.67	0.00	0.00	416.67
TEXPOOL	TexPool	393.14	391.34	393.14	04/30/2024	0.00	5.31	1.80	0.00	0.00	1.80



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
TEXSTAR	TexSTAR	61,328.65	61,062.37	61,328.65	04/30/2024	0.00	5.31	266.28	0.00	0.00	266.28
TXCLASS	Texas CLASS	947.03	942.83	947.03	04/30/2024	0.00	5.43	4.20	0.00	0.00	4.20
TOTAL		1,062,668.82	1,062,396.54	1,062,668.82		0.47	0.79	688.95	0.00	0.00	688.95

FLEET REPLACEMENT FUND											
TEXSTAR	TexSTAR	236,834.88	235,806.56	236,834.88	04/30/2024	0.00	5.31	1,028.32	0.00	0.00	1,028.32
TOTAL		236,834.88	235,806.56	236,834.88		0.00	5.31	1,028.32	0.00	0.00	1,028.32

GENERAL FUND											
60618	City National Bank MMF - Public Funds	12,280.02	12,276.00	12,280.02	04/30/2024	0.11	0.40	4.02	0.00	0.00	4.02
3130AMT85	FHLBANKS 0.400 06/28/24 '24	500,000.00	500,000.00	500,000.00	06/28/2024	0.40	0.40	166.67	0.00	0.00	166.67
3130AVYU0	FHLBANKS 3.950 06/02/25	1,000,000.00	995,223.72	995,559.29	06/02/2025	3.95	4.38	3,291.67	335.57	0.00	3,627.24
3130AUZC1	FHLBANKS 4.625 03/14/25	1,000,000.00	997,951.88	998,128.95	03/14/2025	4.63	4.85	3,854.17	177.07	0.00	4,031.24
3130ATUR6	FHLBANKS 4.625 12/13/24	1,000,000.00	996,640.06	997,033.80	12/13/2024	4.63	5.13	3,854.17	393.74	0.00	4,247.91
3130AVB84	FHLBANKS 5.250 09/13/24	1,000,000.00	1,003,080.41	1,002,520.34	09/13/2024	5.25	4.53	4,375.00	(560.08)	0.00	3,814.92
TEXPOOL	TexPool	32,471,267.90	36,083,288.74	32,471,267.90	04/30/2024	0.00	5.31	154,875.43	0.00	0.00	154,875.43
TEXSTAR	TexSTAR	980,282.96	976,026.62	980,282.96	04/30/2024	0.00	5.31	4,256.34	0.00	0.00	4,256.34
TXCLASS	Texas CLASS	3,617,237.83	3,601,180.08	3,617,237.83	04/30/2024	0.00	5.43	16,057.75	0.00	0.00	16,057.75
9128286Z8	US TREASURY 1.750 06/30/24	1,000,000.00	996,617.40	997,744.93	06/30/2024	1.75	3.18	1,442.31	1,127.53	0.00	2,569.84
912828XT2	US TREASURY 2.000 05/31/24	1,000,000.00	999,628.54	999,814.27	05/31/2024	2.00	2.23	1,639.34	185.73	0.00	1,825.08
TOTAL		43,581,068.71	47,161,913.44	43,571,870.28		0.52	5.09	193,816.86	1,659.58	0.00	195,476.43

SPECIAL REV-TAX INCREMENT FUND											
TEXPOOL	TexPool	2,314,063.67	1,307,360.04	2,314,063.67	04/30/2024	0.00	5.31	8,640.25	0.00	0.00	8,640.25
TOTAL		2,314,063.67	1,307,360.04	2,314,063.67		0.00	5.31	8,640.25	0.00	0.00	8,640.25

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
UTILITY FUND											
TEXPOOL	TexPool	1,394,776.65	1,388,711.03	1,394,776.65	04/30/2024	0.00	5.31	6,065.62	0.00	0.00	6,065.62
TXCLASS	Texas CLASS	1,116,493.61	1,111,537.23	1,116,493.61	04/30/2024	0.00	5.43	4,956.38	0.00	0.00	4,956.38
TOTAL		2,511,270.26	2,500,248.26	2,511,270.26		0.00	5.37	11,022.00	0.00	0.00	11,022.00
GRAND TOTAL		124,717,676.73	126,946,637.80	124,708,478.30		0.18	5.27	548,053.81	1,659.58	0.00	549,713.38

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City Council Meeting June 13, 2024 Transmittal Letter

STRATEGIC PILLAR

Streets/Infrastructure

Agenda Item Number: 3.

Agenda Title: **Consider Change Order 1 to the Taylor Municipal Airport New Fuel Facility construction contract with Gage and Cade Construction in the amount of \$89,320.00.**

Council Action to be Taken: Approval or denial

Department Submitted: Public Works

Staff Contact: Jim Gray, Director

1. PURPOSE / DESCRIPTION

The purpose of this Change Order is to account for the additional cost for revising the fuel tank specifications to Fireguard UL 2085 for the two scoped 12,000 gallon dual-wall steel tanks in response to concerns raised by the security and facilities management of the Electric Reliability Council of Texas (ERCOT) headquarters. This amount of \$89,320.00 remains within the construction contingency awarded by Council for this project and no additional funds are needed.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

On January 25, 2024, Council awarded the construction contract for a new fuel facility at the Taylor Municipal Airport to Gage and Cade Construction in the amount of \$1,059,795.30 plus a 10% contingency for a total amount not to exceed \$1,165,774.83.

The existing airport fuel facility has exceeded its life and is no longer operational. The new fuel facility is currently under construction and was designed with an array of industry-standard safety features in accordance with the National Fire Protection Association (NFPA) Title 30 and 407 and the City of Taylor's International Fire Code requirements. These safety features are intended to prevent or mitigate the impacts of spills, fire, combustion, over-pressure, and explosion.

The original design of the new fuel facility includes two 12,000 gallon UL 142 listed dual-wall above ground steel tanks for the storage of AVGAS and Jet A fuel in accordance with NFPA 30 and 30A and API Standard 2000 for tank venting. ERCOT security and facilities management contacted the City during the construction of the tank foundations and access drive to better

understand the scope and features of the Airport's new fuel facility. To abate concerns expressed by ERCOT management, it is proposed to revise the fuel tanks specifications to include enhanced fire mitigation and ballistics and impact protection. Additional information regarding these enhanced protections and safety features can be provided upon request in a non-public format.

Fireguard UL 2085 listed protected tanks were costed by the contractor's fuel system supplier and this change order is equal to the additional amount required for these tanks with enhanced protection and safety features. This amount of \$89,320.00 remains within the construction contingency awarded by Council for this project.

Previously provided project background:

The construction and design of the fuel farm will be under the direct control of the City and TxDOT Aviation with \$600,000 of funds from TxDOT Aviation.

The fuel farm will be relocated to the west end of the new ramp installed in 2022. The proposed scope of work is; in compliance with Chapters 211 and 212 of the Texas Local Government Code, and all other applicable state and federal laws, for an aviation self-service fuel facility capable of storing and dispensing 12,000 gallons of 100LL (AVGAS) and 12,000 gallons of Jet A fuel in above ground double-wall steel tanks designed in accordance with applicable EPA, NFPA, NEC, TCEQ, FAA, TxDOT Aviation, and local City of Taylor regulatory requirements. The fuel facility will be located on the new north apron, and the scope of work will include the demolition and removal of the existing fuel facility located on the existing terminal apron. The funding for this project will be from a reimbursable grant program administered by TxDOT Aviation, and this solicitation, responses received, the professional services agreement, engineering design, bid documents, construction contract, and construction administration documents may be subject to review and approval by TxDOT Aviation.

The Airport is currently having to rent a fuel truck to provide fuel services to the airport users until the fuel farm is replaced.

3. PROS and CONS	
<u>PROS</u>	<u>CONS</u>
• In compliance will all state and federal agencies • New functioning fuel farm • Easier location for pilots to access • Enhanced security and fire protections for both the Airport and sensitive facilities near the Airport property	• Continued lease of fuel truck • 24hr fuel will not be available • Reduction in fuel sales

4. RECOMMENDATION

Staff recommends approval of Change Order 1.

5. FUNDING SOURCE

Airport bond funds and TxDOT grant.

6. TIMELINE

Construction started in February of 2024 with completion anticipated by December 2024.

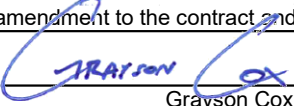
7. OTHER OPTIONS

Airport does not sell fuel.

8. ATTACHMENTS

1. Airport Change Order 1_2024-05-02

KSA ENGINEERS, INC. 4833 Spicewood Springs Road, Suite 204 Austin, Texas 78759 CONTRACT CHANGE ORDER		Date: 05/02/24 Location: Taylor, TX Project No.: 102185	
To: Jason Reeves Gage & Cade Construction 1107 CR 264 Bertram, TX 78605	Job Description: City of Taylor Taylor Municipal Airport New Fuel Facility Recreational Trail Change Order No.: 1 Original Contract: \$1,059,795.30 Change Orders to Date: Total Contract Price: \$1,059,795.30		
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No. (1)	Description of changes - quantities, units, unit price, change in completion schedule, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
Added Ballistic Rated Fuel Tanks			
CO1.01	Add Two 12,000 Gallon Fireguard UL 2085 Tanks Cost Premium ADD 1 LS @ 89,320.00		\$ 89,320.00

Contract price change due to this Change Order:			
Total Decrease		\$0.00	
Total Increase			\$89,320.00
Difference between Col. (3) and (4)			\$89,320.00
Net decrease/increase in contract price		\$0.00	\$89,320.00
The sum of \$89,320.00 is hereby added to the total contract price and the total adjusted price to date thereby is \$1,149,115.30			
The time provided for completion as provided in the contract will increase by 0 calendar days. Therefore, the completion date changes from 07/25/24 to 07/25/24			
This document shall become an amendment to the contract and all provisions of the contract will apply hereto.			
Recommended by (Engineer)	 Grayson Cox, P.E. KSA Engineers, Inc.	5/2/2024 Date	
Accepted by (Contractor)	 Zach Cason Gage & Cade Construction	5/2/2024 Date	
Approved by (Owner)	Stacey Batch City of Taylor	Date	

Quote

Bertram, TX 78605



GAGE & CADE
CONSTRUCTION

May 2, 2024

Page 1 of 2

Taylor Municipal Airport

Change Order #001-Added ballistic rated fuel tanks

[illegible]

SPECIAL NOTES

This Quote does not include Texas Sales Tax

SUBTOTAL	
-----------------	--

\$	89,320.00
----	-----------

[illegible]

TERMS AND CONDITIONS: The net amount of contract is to be paid upon completion of work. Any deviation or alteration from the above specifications involving extra cost of material or labor will be executed only upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. All permits and fees are excluded unless otherwise noted. Contractor not responsible for utility lines less than 12" deep. The Contractor to carry Workers' Compensation, Public Liability and Property Damage Insurance upon the labor furnished in this Contract. An additional charge will be added to this estimate for waiver of subrogation and additional insured. Your signed acceptance constitutes a contract between you and the undersigned. All sums payable under this contract [or agreement] shall be paid to GAGE & CADE CONSTRUCTION, LLC at its offices located in BERTRAM, Burnet County, Texas. The proper venue for any action hereunder, whether legal or equitable, shall be maintained in Bertram, Burnet County, Texas. Interest will accrue on all sums past due or found to be past due under this contract[or agreement] at the rate of eighteen percent (18%) compound interest per annum. Applicant agrees to pay reasonable attorney's fees, all costs of court, and any other expenses incurred by GAGE & CADE CONSTRUCTION, LLC in the collection of any sums due under this contract [or agreement]

PROPOSAL ACCEPTANCE: The above prices specifications, terms and conditions are accepted. Payment will be made in full within 30 days of completion of work without retainage held unless covered under a separate contract. This proposal is valid for 60 days.

Should you have any questions concerning this quote, please contact Jason Reeves at (512) 736-3342

estimating@gageandcadeconstruction.com

Date

BASSCO SERVICES AMENDED CHANGE ORDER

TO: City of Taylor

DATE: 05/02/2024

CHANGE ORDER #1

PROJECT: City of Taylor Fuel Farm Project

This Change Order amends the provisions of the original Bid Agreement to _ Gage and Cade Construction _ for the installation of _ City of Taylor Fuel Farm Project _ Contractor is hereby authorized to make the following change(s) in Contractors Scope of Work.

The tanks are being changed from Double Walled UL 142 to Fireguard UL 2085
By the request of the project Engineer Grayson Cox with KSA Engineers Inc.

1. **(QTY=2) – 12-Thousand Gallon Fireguard UL 2085 –Price Difference - \$80,000.00**
Lead time on Tanks - 4months

TOTAL ADD \$80,000.00

As a result of the change(s)described above, the Contractor’s Price is modified as follows:

Original Bid Agreement Price	\$657,793.00
Net change by Previous Change Orders	\$0.00
Original Bid Agreement Price Prior to this Change Order	\$657,793.00
Modification by this Change Order	\$80,000.00
New Bid Agreement Price including Change Orders	\$737,793.00

As a result of the change(s) noted above, the time permitted for the performance of Contractor’s Work is hereby (check one) **X** Not Modified Modified as follow:

Except as set forth above, all terms and provisions of the Bid Agreement and all prior Change Orders remain in full force and effect.

By _____
(Owner Representative)

By _____
Bassco Services Representative

Date _____

Date _____



City Council Meeting June 13, 2024 Transmittal Letter

STRATEGIC PILLAR

Streets/Infrastructure
Quality of Life

Agenda Item Number: 4.

Agenda Title: **Consideration & Possible Action to enter into contract for temporary staff augmentation for Task Order 45 Lead Service Line Inventory Development Support.**

Council Action to be Taken: Consider and authorize entering a contract for temporary staff augmentation with InsightGlobal to support Task Order 45 for the Lead Service Line Inventory Development.

Department Submitted: Public Works.

Staff Contact: Jim Gray, Director

1. PURPOSE / DESCRIPTION

This item refers to contracting with InsightGlobal for Field Data Collection Services in support of Task Order 45 “Lead Service Line Inventory Development Support”. InsightGlobal will provide temporary staff augmentation to facilitate in-field collection of water service line material information necessary to complete the Lead Service Line inventory in compliance with the Environmental Protection Agency’s Lead and Copper Rule Revisions.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

City Council approved Task Order 45 “Lead Service Line Inventory Development Support” in December of 2023 to review existing physical and digital records of water system service lines, develop a digital inventory of service line material type using all available information, develop a replacement inventory for assets discovered or believed to be made of materials that can leech lead into service lines, and develop a communications plan to inform customers who may be served through service lines containing materials that can leech lead. All service lines discovered to be made of lead, galvanized steel, of unknown material type, or copper lines that contain lead solder and have been verified through water quality sampling to exceed the lead concentration limits, would make up the replacement inventory and require notification of customers about the potential of lead exposure.

The Lead and Copper Rule Revisions (LCRR) requires the replacement of these service lines at a rate of 3-percent per-year starting in 2025. Due to the limited physical and digital records

available, significant numbers of service lines are classified as “unknown material type” and are therefore currently included in the replacement inventory. To minimize the costs associated with replacing service lines of unknown material type, but ultimately not comprised of the lead contributing materials as defined in the LCRR, additional data collection is necessary. This contract proposes to collect unknown service line material type data through in-field visual and physical inspections. Approximately 4,300 service lines are currently identified as requiring in-field inspection. The complete inventory, including any field investigations, is to be completed by October 2024.

The Field Data Collection Services is anticipated to be completed in up to three months. The available remaining 2024 budget for the lead service line inventory is \$73,009. InsightGlobal will provide field investigation services for as many services lines as possible within the remaining budget.

InsightGlobal partners with the Omnia Partners Cooperative Contract, which satisfies City procurement requirements for direct contracting.

3. PROS and CONS	
<u>PROS</u>	<u>CONS</u>
• <u>PROS</u> ○ Proposed field services address State and Federal compliance and reporting requirements. ○ Proposed field services will reduce future capital expenditures by removing non-lead service lines from mandatory replacement inventory. ○ Data collection is complementary with additional Federal requirements anticipated to become active in 2027. ○ Collected data will improve the City’s digital asset management initiatives.	• <u>CONS</u> ○ Costs • Available funding may be insufficient to complete the service line inventory.

4. RECOMMENDATION

Recommend contracting with InsightGlobal to provide temporary staff augmentation to provide Field Data Collection Services for the water service line inventory for a fee up to \$73,009.

5. FUNDING SOURCE

Previously approved budget allocation from City's Utility Fund.

6. TIMELINE

The anticipated time frame to complete the Field Data Collection Services is up to three months in order to complete the inventory for submission.

7. OTHER OPTIONS

Reject contracting with InsightGlobal and seek temporary staff support from a different firm.

8. ATTACHMENTS

None



City Council Meeting June 13, 2024 Transmittal Letter

STRATEGIC PILLAR

Agenda Item Number: 5.

Agenda Title: Consider Ordinance 2024-27 repealing Ordinance 2023-40 regarding Council Compensation.

Council Action to be Taken: Consider adopting the ordinance

Department Submitted: City Management

Staff Contact: Jeffery Jenkins, Deputy City Manager

1. PURPOSE / DESCRIPTION

This item repeals Ordinance 2023-40 in its entirety and compensation shall be solely determined by the City Charter.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

A citizen referendum petition was placed on the May 4th ballot as proposition E. The proposition item called for whether Ordinance 2023-40, which set council member compensation at \$500 per meeting and \$750 for the Mayor per regular meeting, be repealed. The ballot item passed at the May 4th election.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• NA	• NA

4. RECOMMENDATION

Consider adopting ordinance.

5. FUNDING SOURCE

NA

6. TIMELINE

NA

7. OTHER OPTIONS

NA

8. ATTACHMENTS

1. Ordinance 2024-27 repealing Council Compensation (1)
2. Ordinance 2024-27 Powerpoint (3)
3. R24-03 Calling special election, Referendum to repeal ord 2023-40

ORDINANCE NO. 2024-27

**AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS REPEALING
ORDINANCE NO. 2023-40 REGARDING COUNCILMEMBER
COMPENSATION.**

WHEREAS, the City of Taylor, Texas, adopted Ordinance No. 2023-40, establishing compensation for the City of Taylor councilmembers; and

WHEREAS, a citizen referendum petition to repeal Ordinance No. 2023-40 was placed on the ballot and the referendum passed on May 4, 2024; and

WHEREAS, the city council now repeals Ordinance No. 2023-40, as required by the City Charter of the City of Taylor.

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

SECTION 1. Ordinance No. 2023-40 is hereby repealed in its entirety and councilmember compensation shall be solely determined by the City Charter of the City of Taylor.

SECTION 2. All provisions of any Ordinance of the City of Taylor, Texas, in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

PASSED, APPROVED, and ADOPTED on this 13th day of June, 2024.

Dwayne Ariola, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Mark J. Schroeder, City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, 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. 2024-27, passed and approved by the City Council of the City of Taylor, Texas, on the 13th day of June, 2024, 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 13th day of June, 2024.

Dianna McLean
City Clerk

City Council Meeting

Consider Ordinance 2024-27 repealing Ordinance 2023-40 regarding Council Compensation

June 13, 2024

Background and Next Steps

Background:

- Citizen referendum petition was on the May 4th ballot as Proposition E
- Proposition E asked if ordinance 2023-40 Council compensation at \$500 per meeting and \$750 for Mayor should be repealed
- Proposition E passed on May 4th

Next Steps:

- First reading of Ordinance 2024-27- repealing Ordinance 2023-40 in its entirety
- On the June 13th Meeting
- Compensation determined by City Charter

RESOLUTION NO. R24-03

A RESOLUTION ORDERING A SPECIAL ELECTION TO BE HELD IN THE CITY OF TAYLOR, TEXAS, ON SATURDAY, MAY 4, 2024, FOR THE PURPOSE OF SUBMITTING AN ORDINANCE TO CITIZENS OF TAYLOR, TEXAS FOR THEIR CONSIDERATION OF REPEAL.

WHEREAS, Section 15.2 of the City of Taylor's charter requires City Council to order an election referring an adopted ordinance to citizens for their consideration for repeal if at least ten percent (10%) of the number of qualified voters residing in the City according to the most recent official list of qualified voters for the City sign a petition asking that the ordinance be submitted to a referendum vote of the people; and

WHEREAS, a proposed ordinance has been submitted to the City Council to refer an adopted ordinance to a vote of the people and it was determined that the number of signatories was equal to at least ten percent of the number of qualified voters of the City of Taylor.

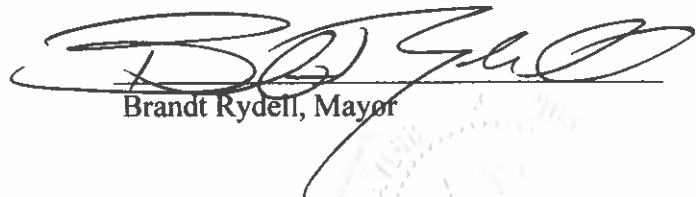
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR:

1. A special election is hereby ordered to be held in the City of Taylor, Texas, on Saturday, May 4, 2024, for the purpose of considering a referendum on Ordinance 2023-40, attached hereto as Exhibit A.
2. This special election shall be held in conjunction with the City's general election on the same date.
3. Ordinance No. 2023-40 is hereby ordered to be submitted to the voters in the form of the following proposition.

Proposition E

Shall Ordinance 2023-40, setting councilmember compensation at \$500.00 per regular meeting and setting mayor compensation at \$750.00 per regular meeting, be repealed?

PASSED and APPROVED by the City Council of the City of Taylor this the 8th day of February, 2024.


Brandt Rydell, Mayor

ATTEST:

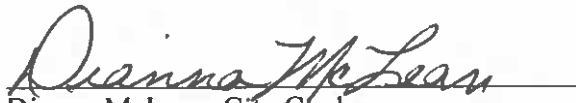

Dianna McLean, City Clerk

EXHIBIT A
Ordinance 2023-40

RESOLUCIÓN N.º R24-03

UNA RESOLUCIÓN QUE DECRETA LA CELEBRACIÓN DE UNAS ELECCIONES ESPECIALES EN LA CIUDAD DE TAYLOR (TEXAS) EL DÍA SÁBADO 4 DE MAYO DE 2024, CON LA FINALIDAD DE PRESENTAR UNA ORDENANZA ANTE LOS CIUDADANOS DE TAYLOR (TEXAS) PARA SU CONSIDERACIÓN DE DEROGACIÓN.

POR CUANTO, la sección 15.2 de los Estatutos de la Ciudad de Taylor exige que el Concejo Municipal decrete unas elecciones sometiendo una ordenanza adoptada a los ciudadanos para su consideración de derogación si al menos el diez por ciento (10 %) de la cantidad de votantes calificados que residen en la Ciudad, de acuerdo con la lista oficial más reciente de votantes calificados para la Ciudad, firma una petición pidiendo que la ordenanza se someta a voto popular mediante referéndum; y

POR CUANTO, se presentó una ordenanza propuesta al Concejo Municipal para someter una ordenanza adoptada a voto popular y se determinó que la cantidad de firmantes era igual a al menos el diez por ciento de la cantidad de votantes calificados de la Ciudad de Taylor.

POR CONSIGUIENTE, SEA RESUELTO POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE TAYLOR LO SIGUIENTE:

1. Por la presente, se decreta la celebración de unas elecciones especiales en la Ciudad de Taylor (Texas) el día sábado 4 de mayo de 2024, con la finalidad de considerar un referéndum sobre la Ordenanza N.º 2023-40, que adjunta a este documento como anexo A.
2. Estas elecciones especiales se celebrarán en conjunto con las elecciones generales de la Ciudad en la misma fecha.
3. Por la presente, se decreta que la Ordenanza N.º 2023-40 se presente ante los votantes en la modalidad de la siguiente propuesta.

Propuesta E

¿Se deroga la Ordenanza N.º 2023-40, que establece la remuneración de los concejales en \$500.00 por reunión ordinaria y la remuneración del alcalde en \$750.00 por reunión ordinaria?

PROMULGADA Y APROBADA por el Concejo Municipal de la Ciudad de Taylor el día ____ de ____ ¿Se deroga la Ordenanza N.º 2023-40, que establece la remuneración 2024?

Brandt Rydell, alcalde

DOY FE:

Dianna McLean, secretaria municipal

ANEXO A
Ordenanza N.º 2023-40



City Council Meeting June 13, 2024 Transmittal Letter

STRATEGIC PILLAR

Economic Vitality

Agenda Item Number: 6.

Agenda Title: Consideration and possible action with respect to Resolution R24-17 of the City of Taylor, Texas approving and authorizing the Mayor to execute the Park 79 Commerce Public Improvement District Financing Agreement between Taylor 79, LLC, a Texas limited liability company and the City of Taylor, Texas.

Council Action to be Taken: Consider approving resolution

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE / DESCRIPTION

To approve the Public Improvement District Financing Agreement for the Park 79 Commerce PID.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Council held a public hearing regarding the creation of the PID on November 9, 2023 and created the PID on November 16, 2023. This is the next step in the process of the formation and administration of the PID.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Provides a funding mechanism for infrastructure to facilitate industrial development.	There is some future risk of default by the assessed properties.

4. RECOMMENDATION

Approve Resolution

5. FUNDING SOURCE

N/A

6. TIMELINE

August 11, 2022 – Council approved ordinance 2022-27 amending the land use designation for the property to Regional Employment Center

October 13, 2022 – Council approved ordinance 2022-38 rezoning the property to M-1 – Light Industrial

October 12, 2023 – Council approved ordinance 2023-44 amending the thoroughfare plan alignment for the CR 401 extension adjacent to the property

October 12, 2023 – Council received PID presentation and approved a resolution accepting the PID petition and setting a public hearing on the possible creation of the PID

October 26, 2023 – Council received presentation from the City’s financial advisor and bond council regarding their review of the PID proposal

November 9, 2023 – Council held a public hearing on the creation of the PID

November 16, 2023 – Council to approved Resolution R23-35 creating the PID

7. OTHER OPTIONS

8. ATTACHMENTS

1. Park79 Commerce PID PFA Resolution R24-17 06.03.2024
2. Quannah Partners Park 79 PFAgrmt (532338.20) (1)

CITY OF TAYLOR, TEXAS

RESOLUTION NO. R24-17

A RESOLUTION OF THE CITY OF TAYLOR, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE "PARK79 COMMERCE PUBLIC IMPROVEMENT DISTRICT FINANCING AGREEMENT" BETWEEN TAYLOR 79, LLC, A TEXAS LIMITED LIABILITY COMPANY AND THE CITY OF TAYLOR, TEXAS

WHEREAS, the City Council of Taylor, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), authorized the creation of the "Park79 Commerce Public Improvement District" (the "District") pursuant to Resolution No. R-23-43 adopted by the City Council of the City (the "City Council") on November 16, 2023; and

WHEREAS, in connection with the development of property within the District, the City desires to approve the form, terms and provisions of the PID Financing Agreement, which is defined and described more fully below; and

WHEREAS, the PID Financing Agreement satisfies the requirements of Section 372.023 of the PID Act and is an appropriate method of reimbursement for the costs associated with the construction and development of authorized improvements; and

WHEREAS, the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; and

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

SECTION 1. Findings. The findings and determinations set forth in the preamble above are hereby deemed to be true and correct and incorporated herein.

SECTION 2. Approval of PID Financing Agreement. That certain "Park79 Commerce Public Improvement District Financing Agreement" (the "PID Financing Agreement"), between Taylor 79, LLC and the City is hereby authorized and approved in substantially the form attached hereto as Exhibit A which is incorporated herein as a part hereof for all purposes and the Mayor of the City is hereby authorized and directed to execute and deliver such PID Financing Agreement with such changes as may be required to carry out the purposes of this Resolution and approved by the Mayor, such approval to be evidenced by the execution thereof. The Mayor's signature on the PID Financing Agreement may be attested by the City Clerk.

SECTION 3. Additional Actions. The Mayor, City Manager, and City Clerk of the City are hereby authorized and directed to take all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Resolution. The Mayor, City Manager, and City Clerk

of the City are hereby directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in the carrying out of the purposes and intent of this Resolution.

SECTION 4. Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 6. Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 7. Construction of Terms. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 8. Effective Date. This Resolution shall become effective from and after its date of passage in accordance with the law.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

PASSED AND ADOPTED, this 13th day of June, 2024.

CITY OF TAYLOR, TEXAS

Dwayne Ariola, Mayor

ATTEST:

Dianna McLean, City Clerk
City of Taylor, Texas

EXHIBIT A

PID Financing Agreement

PARK79 COMMERCE PUBLIC IMPROVEMENT DISTRICT

FINANCING AGREEMENT

BY AND BETWEEN

TAYLOR 79, LLC, A COLORADO LIMITED LIABILITY COMPANY

AND

THE CITY OF TAYLOR, TEXAS

**PARK79 COMMERCE PUBLIC IMPROVEMENT DISTRICT
FINANCING AGREEMENT**

This **PARK79 COMMERCE PUBLIC IMPROVEMENT DISTRICT FINANCING AGREEMENT** (this “**Agreement**”), dated as of the ____ day of _____ 2024, (the “**Effective Date**”), is entered into by and between **TAYLOR 79, LLC**, a Colorado limited liability company (including its Designated Successors and Assigns, the “**Owner**”). **Owner**, and the **CITY OF TAYLOR, TEXAS** (the “**City**”), a home-rule municipal corporation of the State of Texas. The Owner and the City are sometimes collectively referred to herein individually as a “**Party**” and collectively as the “**Parties**”. Capitalized terms used herein and not otherwise defined are set forth in **Exhibit “A”**, attached hereto and made a part hereof, and in the Service and Assessment Plan, upon approval by the City.

RECITALS:

WHEREAS, the Owner owns the Property and intends to develop the Property as an industrial business park development consisting of three industrial buildings totaling approximately 360,000 (change to current SF) square feet to be known as “**PARK79 COMMERCE**” (the “**Project**”), as further described on **Exhibit “C”**, attached hereto and made a part hereof; and

WHEREAS, the City Council of the City (the “**City Council**”) authorized the formation of the Quannah Partners/Taylor Industrial Park Public Improvement District (n/k/a Park79 Commerce Public Improvement District) pursuant to Resolution No. R-23-43 on November 16, 2023 (the “**District**”) in accordance with Chapter 372 of the Local Government Code (the “**PID Act**”); and

WHEREAS, the City, upon written request, hereby formally changes the name of the District to “Park79 Commerce Public Improvement District”; and

WHEREAS, the Owner desires and intends to design, construct and install and/or make financial contributions to certain on-site and off-site public improvements to serve the development of the Property, and pursuant to the terms of this Agreement, the City has agreed to accept and to pay or reimburse the Owner for a portion of certain public improvements that will serve the Property in the District, as generally described on **Exhibit “D”** attached hereto and made a part hereof (the “**Authorized Improvements**”); and

WHEREAS, pursuant to the terms of this Agreement, the City has agreed that the Authorized Improvements provide a special benefit to the Property and to allow financing of the Authorized Improvements conferring special benefits to the Property through the levy of Special Assessments on property located within the District; and

WHEREAS, the Owner proposes to construct certain Authorized Improvements that are intended to benefit the entire District. The Authorized Improvements will be more fully described in the Service and Assessment Plan (or an update thereto) to be approved by the City; and

WHEREAS, the City, subject to the consent and approval of the City Council, the satisfaction of all conditions for the issuance of PID Bonds and Owner's compliance with this Agreement, and in accordance with the terms of this Agreement and any other legal requirements, will consider : (i) the adoption of a Service and Assessment Plan; (ii) the adoption of an Assessment Ordinance; and (iii) authorizing the issuance of PID Bonds for the purpose of financing the costs of the Authorized Improvements and paying associated costs as described herein;

WHEREAS, prior to consideration of the sale of PID Bonds: (a) the City Council shall have considered, approved and adopted this Agreement; (b) owners of the Property constituting all of the acreage in the District at the time of the issuance of the PID Bonds shall have executed a Landowner Agreement (as defined in Section 3.02, herein); and (c) the Owner shall have delivered a fully executed copy of the Landowner Agreement to the City; and

WHEREAS, the City will, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, accept the Authorized Improvements, or Segments thereof, provided for in this Agreement and the Owner will be paid or reimbursed for the costs of the Authorized Improvements, or Segments thereof, solely from Special Assessments or from the proceeds of the PID Bonds, for the costs of acquisition, design, construction and improvement of the Authorized Improvements or Segments thereof that are completed, dedicated to and accepted by the City, subject to the terms and limitations set forth herein; and

WHEREAS, the City agrees to pay or reimburse the Owner for the Actual Costs of the Authorized Improvements from the proceeds of PID Bonds or Special Assessment Revenues derived from levy of Special Assessments on property located within the District in accordance with the terms and provisions of this Agreement. Subject to the limitations of the PID Act, the City Charter and the City's PID Policy, the City has the authority to issue, from time to time, one or more series of PID Bonds, the proceeds of which will be used to pay the costs of Authorized Improvements, or Segments thereof, including a reserve fund permitted by the PID Act for revenue bonds issued under the PID Act and indebtedness issued to pay the City's costs of issuance in accordance with this Agreement; and

WHEREAS, the City has determined that it is in its best interests to enter into this Agreement with the Owner for the acquisition of the Authorized Improvements, or Segments thereof, which will result in the efficient and effective implementation of each Service and Assessment Plan.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereto agree as follows:

AGREEMENT

**ARTICLE I.
RECITALS**

The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II. CONSTRUCTION OF AUTHORIZED IMPROVEMENTS; ACCEPTANCE

Section 2.01. Authorized Improvements. The Owner shall be responsible for construction of all the Authorized Improvements, or Segments thereof, to be completed, in a good and workmanlike manner, and in accordance with all Applicable Regulations. The costs of the Authorized Improvements are subject to change and shall be updated by the Owner and the City in a manner consistent with the Service and Assessment Plan and the PID Act and shall be included on each approved final plat(s) for the Property, as each final plat for each phase of the Property is approved by the City Council. The actual or estimated Actual Costs, as applicable, of the Authorized Improvements will be reviewed annually by the Parties and included in an annual update of each Service and Assessment Plan adopted and approved by the City. The Authorized Improvements and the estimated costs thereof are identified in **Exhibit “D”** hereto. The Service and Assessment Plan may need to be amended over time if there are any changes to the specification or plans relating to an Authorized Improvement. The Parties acknowledge that the Authorized Improvements described in **Exhibit “D”** are subject to change, and that the Service and Assessment Plan will provide information on the Authorized Improvements and will control when in conflict with **Exhibit “D”**. The Owner shall be responsible for payment of the Actual Costs of the Authorized Improvements. The costs of the Authorized Improvements are eligible for payment or reimbursement by the City as provided in **Article II** hereof. If the Owner is unable or unwilling to perform its obligations with respect to the construction of the Authorized Improvements, the City may complete the construction of the Authorized Improvements and use Special Assessment Revenues and PID Bond proceeds to pay the cost thereof in accordance with the terms hereof, particularly Section 2.04(ii).

Section 2.02. Inspections; Acquisition of Authorized Improvements. To the extent not previously approved, the Owner will obtain approval of construction plans as required by all Applicable Regulations, for an Authorized Improvement from the City prior to commencing construction of such Authorized Improvement. Approval by the City, the City Engineer, or the City Construction Representative, of any plans, designs or specifications submitted by the Owner pursuant to this Agreement or pursuant to all Applicable Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Owner, the Project Engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Owner or Owner’s Project Engineer, or such engineer’s officers, agents, servants or employees. Approval by the City Engineer or City Construction Representative signifies the City’s approval of only the general design concept of the improvements to be constructed or the improvements constructed.

(b) The City shall have the right to inspect, at any time, the construction of all Authorized Improvements necessary to support the Project. The City’s inspections and/or approvals shall not release the Owner from its responsibility to construct, or cause the construction of, Authorized Improvements in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property.

(c) The City may withhold building permits, certificates of occupancy or City utility services as to any portion of the Project if the Owner materially and adversely fails to meet its obligations under this Agreement to construct the required Authorized Improvements or Segments thereof, according to the approved engineering plans and all Applicable Regulations, and if such failure constitutes a Default in accordance with Section 8.01(b) of this Agreement. It shall not be a breach or violation of this Agreement if the City withholds building permits, certificates of occupancy or City utility services as to any portion of the Project in accordance with this Section until the Owner cures the applicable Default and/or such Authorized Improvement has been dedicated to and accepted by the City.

(d) The Owner shall dedicate, convey, or otherwise provide for the benefit of the City, the Authorized Improvements, or Segments thereof, identified on **Exhibit “D”** of this Agreement upon completion of said Authorized Improvements, or Segments thereof, and the City will accept such dedication of such Authorized Improvements, or Segments thereof, after confirming that the Authorized Improvements, or Segments thereof, have been completed in accordance with this Agreement and all Applicable Regulations. Acceptance by the City shall not be unreasonably withheld, conditioned or delayed.

Section 2.03. Designation of Construction Manager, Project Engineers. The City hereby designates the Owner, as the initial Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Authorized Improvements in accordance with the provisions of this Article II, subject to the City’s review and approval of design specifications and easement locations.

(b) If the Construction Manager is (i) unable (not caused by Force Majeure) or unwilling to perform its duties and responsibilities hereunder or (ii) is not performing the duties and responsibilities of the Construction Manager in accordance with the terms of this Agreement, the City may find the Owner to be in Default in accordance with Section 8.01(b) of this Agreement. If the Default is not cured within the Cure Period, the City may: (1) allow the Owner additional time to cure the Default based on adequate assurance in writing by the Owner that the Construction Manager will perform, (2) require that adequate funds be held in escrow or deposited into a segregated account of the Project Fund as identified in the applicable Trust Indenture, or (3) replace the Construction Manager any time after the Cure Period has elapsed.

Section 2.04. Designation of Construction Manager Subcontractor. The Owner may subcontract out all or some of the duties of Construction Manager to a third party, with the written consent of the City, such consent not to be unreasonably withheld, conditioned, or delayed. The Owner may designate a an individual, company, partnership, or other entity (each a “**Third-Party Contractor**”), as a subcontractor for construction management services for one or more Authorized Improvements or Segments thereof. The Owner shall provide written notice to the City within three (3) business days of such designation. Within five (5) business days after executing a contract with a Third-Party Contractor, the Owner shall:

(i) provide a copy of the executed contract to the City Construction Representative, and

(ii) obtain from the Third-Party Contractor a collateral assignment of the Owner's rights under the contract with the Third-Party Contractor solely as they relate to the Authorized Improvements or Segments thereof related to the contract with the Third-Party Contractor, in a form satisfactory to the City Construction Representative, which authorizes the City to utilize the services of such Third-Party Contractor to complete the construction of such Authorized Improvements or Segments thereof, if the Owner fails to do so as provided in this Agreement.

Section 2.05. Mandatory Owners Association.

(a) Prior to the sale of any platted lots within the District, the Owner shall create an Owners Association for the Property, and shall establish bylaws, rules, regulations and restrictive covenants (collectively the "Association Regulations") to assure the Owners Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Owners Association pursuant to this Section.

(b) The Owners Association will have a binding, continuing responsibility for the maintenance, repair and operation of all improvements designated to be maintained by the Owners Association. The Association Regulations shall establish periodic Owners Association dues and assessments, to be charged and paid by the lot owners within the Property, that are and will be sufficient to (i) pay the Owners Association's Annual Installments of Special Assessments (if any), (ii) maintain the applicable improvements and (iii) to provide funds required for the management and operation of the Owners Association.

(c) The Owners Association dues and assessments that are established, maintained and collected by the Owners Association shall be in addition to, and not in lieu of, any and all other fees, charges and Special Assessments that will be applicable to the Property.

Section 2.06. Change Orders for Authorized Improvements.

All change orders for applicable Authorized Improvements shall be approved by the Owner, Construction Manager and the City Construction Representative, to the extent any such change order causes an increase to the total costs of the Authorized Improvements in excess of \$250,000. The Construction Manager shall provide copies of all approved change orders to the Financial Advisor and Trustee within five (5) business days after approval.

Notwithstanding any provision contained herein to the contrary, the Owner must obtain the approval of the City Construction Representative for any change order that would substantially change the character or nature of an Authorized Improvement or Segment thereof. A substantial change shall be a modification to the Authorized Improvement or Segment thereof such that it constitutes a new Authorized Improvement or Segment thereof beyond the scope of this Agreement.

Section 2.07. Payment and Performance Bonds for Authorized Improvements.

For each construction contract for any part of the Authorized Improvements, the Owner or Owner's contractor shall execute a performance bond in favor of the City and a payment bond for the construction and work covered by those contracts, which bonds shall be in accordance with Texas Government Code, Chapter 2253 and all Applicable Regulations. The performance bond requirement will be reduced by an amount equal to any PID Bond proceeds held by the Trustee in the Project Fund and any additional financial support by the Owner at the time of the issuance of PID Bonds, if applicable, and agreed upon by the Owner and the City. The foregoing provisions shall apply only if PID Bonds are issued prior to the completion of an applicable Authorized Improvement.

Section 2.08. Maintenance of Project, Warranties.

The Owner shall maintain each Authorized Improvement, or Segment thereof, in good and safe condition in accordance with applicable all Applicable Regulations until such Authorized Improvement, or Segment thereof, is accepted by the City. The City's acceptance of Authorized Improvements, or Segment thereof, shall be in accordance with all Applicable Regulations and procedures for the acceptance of subdivision improvements. Prior to such acceptance, the Owner shall be responsible for performing any required maintenance on such Authorized Improvement, or Segment thereof. On or before the acceptance by the City of an Authorized Improvement, or Segment thereof, the Owner shall assign to the City, as applicable, all of the Owner's rights in any warranties, guarantees, maintenance obligations or other evidences of contingent obligations of third persons with respect to such Authorized Improvement, or Segment thereof, and shall provide the City with a two year maintenance bond from the date of final acceptance of the applicable Authorized Improvements, or Segment thereof, that guarantee the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Authorized Improvements, or Segment thereof, for each Authorized Improvement to be accepted by the City.

Section 2.09. Sales and Use Tax Exemptions. The Parties understand that, as municipally and publicly owned and acquired properties, all costs of materials, other properties and services used in constructing the Authorized Improvements to be acquired by the City are exempt under the current Tax Code from sales and use taxes levied by the State, or by any city, county, special district, or other political subdivision of the State, as set forth in Section 151.309 of Tax Code and 34 Tex. Admin. Code, sec. 3.291.

(b) Upon request of the Owner, and to the extent provided by law, the City will provide such certifications to the Owner and/or to suppliers and contractors as may be required to assure the exemptions claimed herein.

(c) The City and the Owner shall cooperate in structuring the construction contracts for the Authorized Improvements to comply with requirements (including those set forth in 34 Tex. Admin. Code, sec. 3.291) for exemption from sales and use taxes.

Section 2.10. Regulatory Requirements. Notwithstanding anything to the contrary contained herein, the Owner shall be responsible for the costs of designing, constructing, and obtaining the City's acceptance of the Authorized Improvements, in accordance with all Applicable Regulations, the City-approved plans and specifications, and "Recognized and Generally Accepted Good Engineering Practices", as such term is defined and interpreted by the Federal Occupational Safety and Health Administration.

(b) With respect to the construction of the Authorized Improvements, it is understood that their construction will be exempt from any public bidding or other purchasing and procurement policies pursuant to the current Texas Local Government Code Section 252.022(a)(9), which states that an expenditure is exempt from such policies for "paving drainage, street widening, and other public improvements, or related matters, if at least one third of the cost is to be paid by or through Special Assessments levied on Property that will benefit from the improvements." The Owner will request bids from at least three (3) independent, competent contractors for the construction of the Authorized Improvements and provide copies of the bids to the City.

Section 2.11. Insurance.

(a) Until all Authorized Improvements have been completed and accepted by the City, all contractors, subcontractors, engineers, and consultants shall carry the following insurance policies:

(i) Workers' compensation and employers' liability insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act and minimum policy limits for employers' liability of \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee. City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund. The insurance required by this subsection shall be in effect commencing not later than the later of (i) the Effective Date and (ii) the commencement of construction of any portion of the Project.

(ii) Automobile liability insurance for all owned, non-owned, and hired motor vehicles used, with respect to the Property or the Project in a minimum amount of \$1,000,000, combined single limit.

(iii) Commercial general liability policy with a minimum limit of \$1,000,000 per occurrence for bodily injury and/or property damage, with a minimum aggregate of \$1,000,000 and blanket contractual coverage, independent contractors' coverage and explosion, collapse, and underground (X, C & U) coverage.

(iv) For contractors/subcontractors providing professional engineering, architectural or design services under this Agreement, engineers' professional liability insurance or other errors and omissions insurance coverage for the non-engineer professionals with a minimum limit of \$1,000,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any

negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The insurance required by this subsection shall be in effect commencing not later than the commencement of submission to City for approval of permits for construction of any phase of the Project. The insurance will be renewed or extended as necessary to remain in force as for claims made for two (2) years after final acceptance of the applicable Authorized Improvement by the City.

(v) For work that involves asbestos or any hazardous materials or risk of air, water or soil pollution, the following will be in addition to the other insurance required hereunder:

a. Asbestos abatement endorsement or pollution coverage to the commercial general liability policy with minimum bodily injury and property damage limits of \$1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy cannot exclude asbestos or any hazardous materials or pollution and shall provide "occurrence" coverage without a sunset clause.

b. Pollution coverage in accordance with federal and state regulations requiring an MCS 90 endorsement with a \$5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of \$1,000,000 or an endorsement to their commercial general liability insurance policy that provides coverage for bodily injury and property damage arising out of the transportation of asbestos or other hazardous materials. The endorsement must, at a minimum, provide a \$1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

(b) The insurance required under Section 2.11(a)(v) will only be required for the entity that is actually performing work involving asbestos or any hazardous materials or risk of air, water or soil pollution. For example, if the Owner's contractor (instead of the Owner) is performing such work, the contractor, not the Owner, will be required to carry such insurance. The insurance required by this subsection shall be in effect commencing not later than the commencement of each phase of construction if that phase will include work involving asbestos or any hazardous materials or risk of air, water or soil pollution.

(c) The Owner or Owner's contractor shall not cause or permit any insurance required hereunder to be canceled or lapse during the term of this Agreement. With respect to subsections 2.11(a)(i), (ii) and (iii), insurance coverage is to be written by companies duly authorized to do the business of insurance in the State of Texas at the time the policies are issued and will be written by companies with an A.M. Best rating of A-VII or better or otherwise approved in writing

by the City. Additionally, with respect to subsections 2.11(a)(i), (ii) and (iii), all policies will contain a provision in favor of the City waiving subrogation and other rights of recovery against the City, and will be endorsed to provide the City with a 30-day advance notice of cancellation or change in coverage, where permitted by policy language. The City will be an additional insured as its interests may appear on the commercial general and automobile liability policies. All policies will provide primary coverage as applicable, with any insurance maintained by the City being excess and non-contributing. The Owner or Owner's contractor shall submit copies of all insurance policy documents and certificates of insurance to the City providing evidence of insurance coverage required by this Agreement on or before the commencement of the Projects except that asbestos, hazardous waste, pollution, and professional engineers and other errors and omissions policy documents need not be provided until those covered by such insurance commence work on the Projects or as otherwise provided in this Agreement. Copies of all Insurance Policy Documents will be promptly delivered to the City at the time the policies are issued, including copies of any and all changed or new Insurance Policy Documents. The Owner or Owner's contractor will be responsible for (i) overseeing its contractors with respect to such contractors' obtaining and maintaining the insurance required hereunder and (ii) obtaining and keeping copies of such Insurance certificates evidencing the insurance coverages required hereunder.

(d) All endorsements, waivers, and notices of cancellation shall be in favor of the City and policies of commercial general liability and automobile insurance shall provide that City is an additional insured and certificates of insurance evidencing same will be delivered to the City as provided in the Notices Section of this Agreement or such other address as the City may notify the Owner or Owner's contractor in writing.

(e) The Owner or Owner's contractor shall be responsible for paying premiums, deductibles and self-insured retentions, if any, stated in the insurance policies to be carried hereunder by the Owner (not by its contractors and any subcontractors). All deductibles or self-insured retentions shall be disclosed on the Insurance Policy Documents. The insurance coverages required under this Agreement are required minimums and are not intended to limit or otherwise establish the responsibility or liability of the Owner under this Agreement.

Section 2.11. Remedy.

Owner's sole remedies for nonperformance of this Article II by the City shall be to seek specific performance, judicial injunction, or any legal damages directly arising from such nonperformance pursuant to the terms of this Agreement. Each party shall be responsible for payment of all costs of their respective attorney's fees.

ARTICLE III.
APPORTIONMENT, LEVY AND COLLECTION OF ASSESSMENTS

Section 3.01. Apportionment and Levy of Assessments. The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement and to levy Special Assessments. The Owner acknowledges and agrees that a Service and Assessment Plan must meet the requirements of Texas Local Government Code §§ 372.013 and 372.014 and be presented to the City Council for review and approval prior to a levy of Special Assessments or for a series of PID Bonds being issued. A Service and Assessment Plan will be modified as required to comply with the requirements of the PID Act and the Texas Attorney General's Office. The annual indebtedness defined by the Service and Assessment Plan shall be consistent with the terms for the issuance of PID Bonds as set forth in this Agreement.

(b) The City shall use its best efforts to levy Special Assessments on the Assessed Properties in accordance herewith and with each Service and Assessment Plan. It is contemplated that the City will issue one series of PID Bonds, to reimburse the Owner for a portion of the Actual Costs of the Authorized Improvements. The Parties anticipate that the Actual Cost to construct the Authorized Improvements will be greater than the net proceeds of the PID Bonds or the Special Assessment Revenues available for reimbursement of the costs of the Authorized Improvements and the Owner shall fund the difference. Notwithstanding, the Owner shall have the right to request the issuance of more than one series of PID Bonds.

Section 3.02. Acceptance of Special Assessments; Recordation of Covenants Running with the Land. Concurrently with the levy of the Special Assessments for the District, the Owner, any other owners of land within the District, and the City, shall execute a “**Landowner Agreement**” (herein so called) in which the Owner and other owners, if applicable, (collectively, the “**Landowners**”) shall ratify, confirm, accept, agree to and approve: (a) the apportionment of assessments in the Service and Assessment Plan and the levy of the Special Assessments by the City, and (b) the creation of the District, the boundaries of the District, and the boundaries of the applicable Assessed Property. The Landowner Agreement further shall: (A) evidence the Landowners’ intent that all Special Assessments be covenants running with the land that (i) shall bind any and all current and successor owners of the Property to the Special Assessments, including applicable interest thereon, as and when due and payable thereunder and (ii) provide that subsequent purchasers of such property take their title subject to and expressly assume the terms and provisions of the Special Assessments; and (B) provide that the liens created by the levy of the Special Assessments are a first and prior lien on the Property, subject only to liens for state, municipality, county or school district ad valorem taxes.

Section 3.03. Collection of Assessments. So long as the City is obligated to reimburse the Owner for the costs of the Authorized Improvements hereunder or any PID Bonds are outstanding, the City covenants and agrees that it shall, as authorized by the PID Act and other applicable law, continuously collect or cause to be collected Special Assessments levied pursuant to an Assessment Ordinance. The Annual Installment of such Special Assessments will be updated at least annually in a Service and Assessment Plan pursuant to the terms of the PID Act in the manner and to the maximum extent permitted by applicable law. The City shall cause the PID Administrator to provide copies of any annual Service and Assessment Plan updates or amendments thereto to be provided to the Owner concurrently with delivery to the City (or within a reasonable time thereafter) and nevertheless in a reasonable amount of time prior to the date of the City Council meeting at which such update is anticipated to be approved to allow Owner time to review. The City will deposit or cause to be deposited the respective Special Assessment Revenues into a segregated account, or if PID Bonds have been issued, then transferred to the Trustee and deposited in the funds and accounts in the priority set forth in the respective Indenture.

(b) Further notwithstanding anything to the contrary contained herein, the City covenants to use diligent, good faith efforts to contract with the Williamson County Tax Assessor-Collector for the collection of the Special Assessments such that the Special Assessments will be included on the ad valorem tax bill(s) for the Assessed Properties and will be collected as part of and in the same manner as ad valorem taxes.

ARTICLE IV.
PAYMENT OF ACTUAL COSTS OF AUTHORIZED IMPROVEMENTS

Section 4.01. Overall Requirements. Any payment obligation of the City hereunder shall be payable solely from Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds in accordance with this Agreement. No other funds, revenues, taxes, or income of any kind other than Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds, shall be used to pay the City's obligations hereunder. The obligations of the City under this Agreement shall not, under any circumstance, give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds. None of the City nor any of its elected or appointed officials or any of its respective officers, employees, consultants or representatives shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

(b) The City does not warrant, either expressed or implied, that the aggregate amount of all Special Assessment Revenues or proceeds of all PID Bonds will be sufficient for the construction or acquisition of all of the Authorized Improvements. The Parties anticipate that the Actual Costs will be greater than the aggregate amount of all Special Assessment Revenues or, if PID Bonds are issued, the net proceeds of such bonds available for Authorized Improvements. The Owner shall bear one hundred percent (100%) of the Actual Costs of constructing the Authorized Improvements not paid from the proceeds of PID Bonds or Special Assessment Revenues.

(c) Upon completion of an Authorized Improvement, or Segment thereof, the Owner shall dedicate or convey, and the City shall accept or acquire, as more particularly described in Article III above, the given Authorized Improvement, or Segment thereof, after such Authorized Improvement, or Segment thereof, is completed and has been accepted by the City. Upon written acceptance of an Authorized Improvement, or Segment thereof, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Authorized Improvement, including all costs thereof and relating thereto.

(d) The procedures set forth in Section 4.02(d) below shall apply to all Certifications for Payment regardless of which account within the applicable Project Fund the actual funds are being paid from.

(e) Unless the City and Owner otherwise agree, within one hundred twenty (120) days of receipt of an Assessment Levy Request, the City will consider the adoption of an Assessment Ordinance that (i) approves a Service and Assessment Plan (or amendment or update thereof) identifying the Assessments applicable to the District (ii) levies said Special Assessments, and (iii) establishes the timeframe for collection of said Special Assessments. The City will levy and collect such Special Assessments in accordance with the approved Service and Assessment Plan, as amended or updated, and the applicable Assessment Order, as further provided in this Agreement.

(f) The aggregate Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) shall not exceed \$0.90. Notwithstanding the foregoing, Owner may voluntarily elect to have the Tax Equivalent Assessment Rate of Special Assessments be less than \$0.90 and this shall not require approval by City Council.

Section 4.02. Payments for Authorized Improvements Prior to the Issuance of PID Bonds.

(a) Upon the approval of an Assessment Ordinance and prior to the issuance of PID Bonds, the City shall bill and collect the Special Assessment Revenues collected from the Assessed Properties.

(b) Subject to Section 4.02(a) above, the costs of the Authorized Improvements will be initially funded through an Acquisition and Reimbursement Agreement. Pursuant to the terms of such Acquisition and Reimbursement Agreement, the Owner shall dedicate or convey, and the City shall accept or acquire, as more particularly described in Article III of this Agreement, each Authorized Improvement, after such Authorized Improvement is completed. The general process for funding the Authorized Improvements before the issuance of PID Bonds is described in this Section 4.02(b), and will be more specifically described in an Acquisition and Reimbursement Agreement.

(c) Pursuant to an Acquisition and Reimbursement Agreement, the City will reimburse the Owner for Actual Costs incurred in connection with the applicable Authorized Improvements until PID Bonds (including Additional Bonds if requested by the Owner) are issued to reimburse the Owner for the Actual Costs of the Authorized Improvements, the proceeds of which will equal the Reimbursement Obligation (as will be defined in an Acquisition and Reimbursement Agreement), less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds, and less any payments made from the City or Trustee pursuant to an Acquisition and Reimbursement Agreement. The Owner will be reimbursed for only those Actual Costs for which Special Assessment Revenues or PID Bond proceeds are available.

(d) Following receipt of an Assessment Levy Request, the City shall consider the adoption of an Assessment Ordinance. The City will collect the Special Assessments in accordance with a Service and Assessment Plan and the applicable Assessment Ordinance. Upon collection of such Special Assessments, the City will transfer or cause to be transferred the Special Assessment Revenues such that the Special Assessment Revenues will be held in a designated account separate from the City's other accounts (referred to herein as the "**Operating Account**"), such funds to be used to reimburse the Owner for the Actual Costs of the applicable Authorized Improvements pursuant to the terms of an Acquisition and Reimbursement Agreement, or, if PID Bonds have been issued, then transferred to the Trustee and deposited in the proper funds and accounts in the priority set forth in the applicable Indenture. Special Assessment Revenues shall only be used to pay the Actual Costs of the Authorized Improvements in accordance with this Agreement.

(e) Pursuant to an Acquisition and Reimbursement Agreement, the Owner may submit a Certification for Payment, in the form provided in Exhibit "F-2", to the City for payment of the

Actual Costs of an Authorized Improvement from funds then available in the appropriate subaccount of the Operating Account held by the City.

Section 4.03. Payments for Authorized Improvements Upon the Issuance of PID Bonds.

(a) As more particularly described in Section 5.01 hereof, upon receipt of a Bond Issuance Request, the City will consider the adoption of a resolution approving the issuance of PID Bonds to reimburse the Owner for Actual Costs of those Authorized Improvements that are complete at the time of bond issue.

(b) The proceeds from the issuance of the PID Bonds remaining after payment of amounts under Section 4.02 of this Agreement (if applicable) will be held by the Trustee in various segregated accounts under the Project Fund established pursuant to an Indenture. Those sums held in the various segregated accounts will be advanced to the Owner by the Trustee to fund the Actual Costs (as more particularly specified herein and in a Service and Assessment Plan) upon receipt of a completed Certification for Payment in the form as attached hereto in **Exhibit “F-2”**. At least thirty (30) calendar days prior to the time of the closing of a series of PID Bonds, the Owner may submit a Closing Disbursement Request substantially in the form attached hereto in **Exhibit “F-1”** executed by the Construction Manager and the Project Engineer to the City Construction Representative to be reimbursed for those Owner Expended Funds accrued to date of such Closing Disbursement Request and not previously reimbursed. The City Construction Representative shall conduct a review to verify the Owner Expended Funds specified in such Closing Disbursement Request. Prior to disbursement of proceeds, the City Construction Representative will sign the Closing Disbursement Request and deliver said Closing Disbursement Request to the Trustee. At the closing of a series of PID Bonds, the Owner shall be reimbursed an amount equal to the applicable Owner Expended Funds in accordance with the procedures set forth in this Section 4.03.

(c) Any Authorized Improvements that have not been (i) reimbursed at the closing of the PID Bonds, (ii) completed by the Owner, or (iii) accepted by the City by the time the PID Bonds are issued, will be payable periodically as construction progresses. The procedures for such progress payments are contained in this Section 4.03 and the Indenture. Such payments shall be made by the Trustee no more frequently than monthly and within five (5) business days of the Trustee’s receipt of the completed Certification for Payment from the Construction Manager. If the City Construction Representative disapproves any Certification for Payment, the City shall provide a written explanation of the reasons for such disapproval so that if the Certification for Payment is revised in accordance with the City Construction Representative’s comments, the Certification for Payment can be submitted to the Trustee for payment.

(d) The general process for funding of Authorized Improvements from funds on deposit in a Project Fund is as follows:

(1) The Owner shall deliver to the City’s Construction Representative and the City Engineer the following:

(i) a Certification for Payment substantially in the form attached hereto as **Exhibit “F-2”** executed by the Construction Manager and the Project Engineer evidencing the

Actual Costs;

(ii) evidence of the acceptance by the City of those Authorized Improvements to be funded by the respective series of PID Bonds and the conveyance to the City (for Completed Authorized Improvements only); and

(iii) waivers of liens for the work on the applicable Authorized Improvements through the previous Certification for Payment, receipts for payment and verification in form acceptable that any subcontractors have been paid.

(2) After the Certification for Payment is submitted to the City Construction Representative, the City shall conduct a review to confirm those Authorized Improvements to be funded by proceeds of a series of PID Bonds were constructed in accordance with the plans therefor (for Completed Authorized Improvements only) and the City Construction Representative will verify the Actual Costs of Authorized Improvements specified in such Certification for Payment. The City Construction Representative agrees to conduct such review and cost verification in an expeditious manner after the Certification for Payment is submitted to the City, and the Owner agrees to cooperate with the City Construction Representative in conducting each such review and to provide the City Construction Representative with such additional information and documentation as is reasonably necessary for the City Construction Representative to conclude each such review. Upon confirmation by the City Construction Representative that the Authorized Improvements to be funded by the PID Bonds have been constructed in accordance with the plans therefor and this Agreement (for Completed Authorized Improvements only), verification and approval by the City Construction Representative of the Actual Costs of those Authorized Improvements, the City shall within thirty (30) calendar days after receipt of the applicable Certification for Payment accept those Authorized Improvements not previously accepted by the City Construction Representative, shall sign the Certification for Payment and forward the executed Certification for Payment to the Trustee for payment.

(e) In addition to the submitted items required in 4.03(d) above, in order to obtain the final progress payment for an Authorized Improvement funded by a series of PID Bonds pursuant to this Section 4.03, the Owner shall have provided to the City an assignment of the warranties and guaranties, if applicable, and a two-year maintenance bond for such Authorized Improvement.

Section 4.04. Subordinate Cash Flow Reimbursements; Additional Bonds

(a) If the aggregate proceeds of PID Bonds are not sufficient to reimburse Owner for the unreimbursed Actual Costs eligible to be paid from Special Assessment Revenues, any Actual Costs of the Authorized Improvements not paid or reimbursed from the proceeds of the PID Bonds may be paid or reimbursed pursuant to Section 4.03 hereof on a cash-flow basis for any Authorized Improvement that has been completed and assigned or conveyed to the City after the issuance of PID Bonds. Any such cash-flow reimbursement to the Owner shall be subordinate to the security for, and the payment of debt service on, the PID Bonds.

(b) Upon the written request of the Owner, and in the sole discretion of the City, Additional Bonds may be issued to pay or reimburse the Owner for any Actual Costs of the Authorized Improvements not paid or reimbursed from the proceeds of PID Bonds or cash-flow

reimbursements described herein. Any such Additional Bonds must comply with this Agreement and the City's PID Policy in effect at the time of issuance of any such Additional Bonds. In the sole discretion of the City, any series of Additional Bonds may be issued either as subordinate lien bonds or on parity with the PID Bonds.

(c) If the PID Bonds and any Additional Bonds, if approved by the City, are sufficient to fully reimburse the Owner for the unreimbursed Actual Costs, then Owner's right under an Acquisition and Reimbursement Agreement to receive any portion of the Special Assessment Revenues for such purposes shall automatically terminate.

Section 4.05. Assignment of Right to Payment of Unreimbursed Costs.

The Owner's right, title and interest into the payments of unreimbursed Actual Costs shall be the sole and exclusive property of the Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless the Owner transfers its rights to its unreimbursed Actual Costs to a Transferee in writing and otherwise in accordance with the requirements set forth herein. The Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, all or any portion of the Owner's right, title, or interest under this Agreement to receive payment of its unreimbursed Actual Costs, including either PID Bond proceeds or Special Assessment Revenues, (a "**Transfer**," and the person or entity to whom the transfer is made, a "**Transferee**"); provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by the Owner without any obligation to investigate or confirm the Transfer. A Transferee shall be responsible for all continuing disclosure requirements and obligations as agreed to by the Owner and the City in the Disclosure Agreement of the Owner.

ARTICLE V. PID BONDS

Section 5.01. PID Bond Issuance. Subject to the satisfaction of conditions set forth in this Article V, the City may issue PID Bonds solely for the purposes of acquiring or constructing Authorized Improvements. The Owner may request issuance of PID Bonds by filing with the City a list of the Authorized Improvements to be funded with the PID Bonds and the estimated costs of such Authorized Improvements. The issuance of PID Bonds is subject to all of the following conditions.

(a) The City has evaluated and determined that there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability.

(b) The City has determined that the PID Bonds assessment level, structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the Actual Costs to be financed and that there is sufficient security for the PID Bonds to be creditworthy.

(c) All costs incurred by the City that are associated with the administration of the PID shall be paid out of Special Assessment Revenues from Special Assessments levied against property within the District. City administration costs shall include those associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting and legal and financial reporting requirements.

(d) The adoption of a Service and Assessment Plan and an Assessment Ordinance levying Special Assessments on all or any portion of the Property benefitted by the Authorized Improvements.

(e) The City has formed and utilized its own financing team including, but not limited to, bond counsel, Financial Advisor, PID Administrator, and underwriters related to the issuance of PID Bonds and bond financing proceedings.

(f) The City has chosen and utilized its own continuing disclosure consultant and arbitrage rebate consultant, if applicable or required. Any and all costs incurred by these activities will be included in City administration costs recouped from Special Assessments. The continuing disclosure will be divided into City disclosure and Owner disclosure, and neither Party will be responsible or liable for the other Party's disclosure, but the City's disclosures professional will be used for both disclosures.

(g) The aggregate principal amount of PID Bonds issued and to be issued shall not exceed \$10,000,000.

(h) PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements or portions thereof for which such PID Bonds are being issued.

(i) Delivery by the Owner to the City of a certification or other evidence from an independent appraiser acceptable to the City confirming that the special benefits conferred on the properties being assessed for the Authorized Improvements increase the value of the property by an amount at least equal to the amount assessed against such property.

(j) Approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas.

(k) The Owner is current on all taxes, assessments, fees and obligations to the City including without limitation payment of Special Assessments.

(l) The Owner is not in Default under this Agreement or, with respect to the Property, any other agreement to which the Owner and the City are parties.

(m) No outstanding PID Bonds are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.

(n) The PID Administrator has certified that the specified portions of the costs of the Authorized Improvements to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds.

(o) The Authorized Improvements to be financed by the PID Bonds have been or will be constructed according to the City's required standards for similar developments including without limitation any Applicable Regulations.

(p) The City has determined that the amount of proposed Special Assessments and the structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the project costs to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy.

(q) Unless otherwise approved by City Council at the time of issuance of PID Bonds, the maturity for a series of PID Bonds shall be 30 years.

(r) The City has determined that the PID Bonds meet all regulatory and legal requirements applicable to the issuance of the PID Bonds.

(s) If the applicable portion of Authorized Improvements has not already been constructed and to the extent proceeds from a series of PID Bond are insufficient to fund such Actual Costs, Owner shall, at the time of closing the PID Bonds, provide a completion guarantee or other similar type of credit support in the amount of the difference between the Actual Costs and the PID Bond Proceeds available to fund such Actual Costs related to the applicable Authorized Improvement, or Segment thereof (without limiting any other provision, in the event Owner does not or cannot provide such funding, the City shall not be required to sell such PID Bonds, and Owner shall reimburse the City for all expenses and liabilities incurred by the City in connection with the proposed issuance of the PID Bonds).

(t) No information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City.

(u) The Owner agrees to provide periodic information and notices of material events regarding the Owner and the Owner's development within the District in accordance with Securities and Exchange Commission Rule 15c2-12 and any continuing disclosure agreements executed by the Owner in connection with the issuance of PID Bonds.

(v) The City's Engineer or its designee determines that the Actual Costs of the applicable Authorized Improvements are reasonable.

(w) The Owner is not in default under any continuing disclosure agreement related to an issuance of PID Bonds to which it is a party.

(x) With respect to the issuance of a series of bonds for the purpose of refunding any outstanding PID Bonds, the amount of assessments necessary to pay the principal and interest on

such refunding bonds shall not exceed the amount of the outstanding Special Assessments that were levied to secure the PID Bonds that are being refunded thereby.

(y) If the value to lien ratio is less than 3:1 for PID Bonds, the amount of funds below the 3:1 value-to-lien ratio shall be “restricted” from access by the Owner until such a time as the value of the Property reaches the 3:1 ratio or a City-determined benchmark for completion is achieved.

(z) The Owner and the City shall have entered into an Acquisition and Reimbursement Agreement that provides for the Owner’s construction of certain Authorized Improvements, or Segments thereof, and the City's reimbursement to the Owner of certain Actual Costs.

Section 5.02. Disclosure Information.

Prior to the issuance of PID Bonds by the City, the Owner agrees to provide all relevant information, including financial information, that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. The Owner agrees, represents, and warrants that any information provided by the Owner for inclusion in a disclosure document for an issue of PID Bonds will not, to the Owner's actual knowledge, contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and the Owner further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds.

Section 5.03 Qualified Tax-Exempt Status.

(a) Generally. In any calendar year in which PID Bonds are issued, the Owner agrees to pay the City its actual additional costs (“**Additional Costs**”) the City may incur in the issuance of its own public securities or obligations on its own taxing power of municipal revenues (the “**City Obligations**”), as described in this Section, if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations (“**QTEO**”), as defined in section 265(b)(3) of the Internal Revenue Code (“**IRC**”) as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this Section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. On or before January 15th of the following calendar year, the final Additional Costs shall be calculated. By January 31st of such year, any funds in excess of the final Additional Costs that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the Owner and any deficiencies in the estimated Additional Costs paid to the City by the Owner shall be remitted to the City by the Owner.).

(b) Issuance of PID Bonds prior to City Obligations. In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall estimate the Additional Costs based on the market conditions as they exist approximately 30 days prior to the date of the pricing of the PID Bonds (the “**Estimated Costs**”).

The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non QTEO. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner in an amount less than or equal to the Estimated Costs. The Owner, in turn, shall remunerate to the City the amount shown on said invoice on or before the earlier of: (i) 15 business days after the date of said invoice, or (ii) 5 business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until the Owner has paid the invoice of Estimated Costs related to the PID Bonds then being issued.

(c) Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing its City Obligations as non QTEO. The City will, within 5 business days of the issuance of the City Obligations, provide written notice to the Owner of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice to the Owner required under this paragraph. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice required under this paragraph. If the Owner does not pay the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice required under this paragraph, the Owner shall not be paid any reimbursement amounts under any PID reimbursement agreement related to the Property until such payment of Additional Costs is made in full.

(d) Issuance of City Obligations prior to PID Bonds.

(1) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the Financial Advisor, shall calculate the Estimated Costs based on the market conditions as they exist 20 days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner: (i) in an amount less than or equal to the Estimated Costs, and (ii) that includes the pricing date for such City Obligations. The Owner, in turn, shall remunerate to the City the amount shown on said invoice at least 15 days prior to the pricing date indicated on the invoice. If the Owner fails to pay the Estimated Costs as required under this paragraph, the City, at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

(2) Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing non QTEO City Obligations. The City will, within 5 business days of the issuance of the City Obligations, provide written notice to the Owner of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice to the Owner. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice. If the Owner does not pay to the City the difference between the Additional Costs and the Estimated Costs as required under this paragraph, then the Owner shall not be paid any

reimbursement amounts under any PID reimbursement agreement related to the Property until such payment of Additional Costs is made in full.

(e) To the extent any Owner(s) or property owner(s) (including the Owner, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a Owner or property owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the Owner(s) or property owner(s) (including the Owner, as applicable) as necessary so as to put all Owners and property owners (including the Owner, if applicable) so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within 15 business days after its receipt of such subsequent payments of such Additional Costs.

(f) The City shall charge Additional Costs attributable to any other Owner or property owner on whose behalf the City has issued debt in the same manner as described in this Section, and the Owner shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Owner's portion has already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Owner. The portion owed by the Owner shall be determined by dividing the total proceeds from any debt issued on behalf of the Owner in such calendar year by the total proceeds from any debt issued by the City pursuant to the PID Act for the benefit of all Owners (including the Owner) in such calendar year.

Section 5.03. Tax Certificate. If in connection with the issuance of PID Bonds, the City is required to deliver a certificate as to tax exemption (a “**Tax Certificate**”) to satisfy requirements of the Internal Revenue Code, the Owner agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Owner represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond proceeds (including, but not limited to, the use of the Authorized Improvements), the Owner further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

Section 5.04. Special Obligations.

THE PID BONDS ARE SPECIAL OBLIGATIONS OF THE CITY SECURED SOLELY BY PLEDGED REVENUES (AS DEFINED IN AN INDENTURE) AND ANY OTHER FUNDS HELD UNDER AN INDENTURE, AS AND TO THE EXTENT PROVIDED IN SUCH INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN AN INDENTURE. THE OWNERS OF PID BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER AN INDENTURE, AS

AND TO THE EXTENT PROVIDED IN SUCH INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF PID BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES. NONE OF THE CITY, NOR ANY OF ITS ELECTED OR APPOINTED OFFICIALS NOR ANY OF ITS OFFICERS, EMPLOYEES, CONSULTANTS OR REPRESENTATIVES SHALL INCUR ANY LIABILITY HEREUNDER TO THE OWNER OR ANY OTHER PARTY IN THEIR INDIVIDUAL CAPACITIES BY REASON OF THIS AGREEMENT OR THEIR ACTS OR OMISSIONS UNDER THIS AGREEMENT.

ARTICLE VI. ADDITIONAL PROVISIONS

Section 6.01. Redemption Agreement. Concurrent with the levy of the Special Assessments, if applicable, the Owner will execute an agreement conveying its right to redeem, repurchase or reacquire those portions of the Property that are Assessed Properties and are designated and claimed for agricultural use as described in Section 23.41 of the Texas Tax Code to the Trustee (the “**Redemption Agreement**”) with the City.

ARTICLE VII. REPRESENTATIONS AND WARRANTIES

Section 7.01. Representations and Warranties of City. The City makes the following representations and warranties for the benefit of the Owner:

(a) The City is a home-rule municipal corporation of the State, duly incorporated, organized and existing under the Constitution and general laws of the State, and has full legal right, power and authority under the PID Act and other applicable law (i) to enter into, execute and deliver this Agreement, (ii) to adopt an Assessment Ordinance, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

(b) The City will not unreasonably condition, delay, or withhold consideration, documentation, and approval of an Assessment Levy Request or Bond Issuance Request.

(c) The City will not unreasonably condition, delay, or withhold final acceptance of any of the Authorized Improvements.

(d) The City will maintain proper books of record and account for all costs incurred by the City that are associated with the administration of the PID, including those costs associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting and legal and financial reporting requirements. The City covenants that such accounting books will be maintained in accordance with generally accepted accounting practices and will be available for inspection by the Owner or its agent at any reasonable time during regular business hours upon at least seventy-two (72) hours’ notice.

Section 7.02. Representations and Warranties of Owner. The Owner makes the following representations, warranties and covenants for the benefit of the City:

(a) The Owner represents and warrants that the Owner is a limited liability company duly organized and validly existing under the laws of the State of Colorado, is in compliance with the laws of the State, has the authority to conduct business in the State, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Owner represents and warrants that the Owner has the power and authority to enter into this Agreement, has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Owner.

(c) The Owner represents and warrants that this Agreement is a valid and enforceable obligation of the Owner and is enforceable against the Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Owner covenants that once it commences construction of a Segment it will use its reasonable and diligent efforts to cause such Segment to be completed in accordance with this Agreement.

(e) The Owner represents and warrants that (i) it will not request payment from the City for the acquisition of any Authorized Improvements that are not part of the Project or identified in the SAP, and (ii) it will diligently follow all procedures set forth in this Agreement.

(f) Until final acceptance by the City of each Authorized Improvement, or Segment thereof, the Owner covenants to maintain proper books of record and account for the Authorized Improvements and all costs related thereto. The Owner covenants that such accounting books will be maintained in accordance with generally accepted accounting practices and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least seventy-two (72) hours' notice.

(g) The Owner agrees to provide the information required pursuant to the Disclosure Agreement of the Owner in connection with the issuance of PID Bonds.

ARTICLE VIII. DEFAULT AND REMEDIES; INDEMNIFICATION

Section 8.01. Default and Remedies. A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement (“**Default**”), the Party claiming such Default

shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No Default may be found to have occurred if performance has commenced, or the defaulting Party has made reasonable efforts to commence performance, to the reasonable satisfaction of the complaining Party, within thirty (30) calendar days of the receipt of such notice (or five (5) business days in the case of a monetary default) (“**Cure Period**”), subject, however, in the case of non-monetary default, to the terms and provisions of subsection (d) below.

(c) Upon a Default, the non-defaulting Party in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained (and/or an action for mandamus as and if appropriate). Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Article VIII or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a Default by the other Party. Notwithstanding any provision contained herein to the contrary, the Owner shall not be required to construct any portion of the Authorized Improvements (or take any other action related to or in furtherance of same) while the City is in Default under this Agreement. Each party shall be responsible for payment of all costs of their respective attorney’s fees.

(d) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party (other than the payment of a monetary sum) is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending litigation, acts of God, pandemics, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts (“**Force Majeure**”)), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing “force majeure” events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) calendar days after the claiming Party becomes aware of the same, unless prevented by such “force majeure” event from doing so, and if the claiming Party fails to so notify the other Party of the occurrence of a “force majeure” event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article VIII.

Section 8.02. Indemnification and Hold Harmless by Owner. THE OWNER HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY CITY, AND THE PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES THEREOF, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, “THIRD PARTY CLAIMS” OR “TPC”) AGAINST THE CITY, WHETHER THREATENED, OR ASSERTED, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE OWNER, INCLUDING THE NEGLIGENCE OF THE OWNER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND AGENTS OCCURRING DURING THE CONSTRUCTION OF ANY PORTION OF THE AUTHORIZED IMPROVEMENTS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH TPC SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE TPC EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT (BUT NOT GROSS) NEGLIGENCE. THE OWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST TPC CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS TPC THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE OWNER AND THE CITY, THE OWNER 'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL TPC AND EXPENSES EQUIVALENT TO THE OWNER'S OWN PERCENTAGE OF RESPONSIBILITY. THE OBLIGATIONS UNDER THIS SECTION 8.02 SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT CONSISTENT WITH THE TERMS OF SECTIONS 9.04 AND 9.12 BELOW.

Section 8.03 Claims and Release.

(a) If the City notifies the Owner of any Third Party Claim, the Owner shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by the Owner but reasonably satisfactory to the City; provided, that City has the right to be represented by advisory counsel of their own selection and at their own expense; and provided further, that if any such Third Party Claim involves the Owner and the City and the City has been advised in writing by counsel that there may be legal defenses available to it which are inconsistent with those available to the Owner, then City has the right to select separate counsel to participate in the investigation and defense of and response to such Claim on City's own behalf, and the Owner shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel. It is hereby understood and agreed that if any Third Party Claim is caused by the City's gross negligence, the City shall provide and pay for its own legal counsel.

(b) Other than to the extent caused by an event of default by the City, the Owner hereby releases the City with respect to all Claims regarding any alleged, established or admitted negligent or wrongful act or omission of the City, or any agents, contractors, representatives or employees of the City, INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY but excluding Claims to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

(c) If required pursuant to Section 2.07 above, the Owner or the Owner's contractor shall obtain performance and payment bonds as required by Chapter 2253, Public Work Performance and Payment Bonds, of the Texas Government Code. After inspection and prior to acceptance of public improvements by the City that benefit the Project, the Owner or the Owner's contractor shall provide a two (2) year maintenance bond.

ARTICLE IX. GENERAL PROVISIONS

Section 9.01. Notices. Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as any be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to City: City of Taylor
Attn: City Manager
400 Porter Street
Taylor, TX 76574

With a copy to: Hejl & Schroeder PC
Attn: Mark Schroeder
311 Talbot Street
P.O. Box 192
Taylor, Texas 76574

If to Owner: Taylor 79, LLC
Attn: Jeff Stringer
9411 New Forest
Spring, TX 77379

Taylor 79, LLC
Attn: Doug Wiley
1720 S. Bellaire St. Ph
Denver, CO 80222

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attn: Talley J. Williams
221 W. 6th, Suite 1300

Austin, Texas 78701
Email: Twilliams@mwswtexas.com

Section 9.02. Fee Arrangement and PID Administration. In addition to any costs paid by the Owner pursuant to a professional services agreement, all fees of legal counsel related to the issuance of the applicable PID Bonds including fees for the preparation of customary bond documents and the obtaining of Attorney General approval for the PID Bonds, will be paid at closing from the proceeds of the PID Bonds. It is hereby acknowledged and agreed that fees for the City's Bond Counsel, Trustee, Trustee's Counsel, Financial Advisor, the Underwriter, and Underwriter's Counsel will be paid at the Issue Date of the PID Bonds in accordance with the budget attached as **Exhibit "G"** hereto. Pursuant to a separate agreement, the City may contract with a third party to serve as the PID Administrator and to administer the District after Closing. The administrative expenses shall be collected as part of and in the same manner as Annual Installments in the amounts set forth in the Service and Assessment Plan.

(b) The City may hire a PID Administrator of its choosing, and the PID Administrator's duties shall include general administration of the PID.

(c) The City will work with the PID Administrator to use good faith efforts to maintain annual collection costs that are commercially reasonable.

Section 9.03. Assignment. Notwithstanding subsection 4.05 above, the Owner may assign in whole or part its rights and obligations under this Agreement to persons purchasing all of the Property or a part of the Property in accordance with this Section 9.03. This Agreement may be assigned by the Owner without the consent of the City or any third-party entity that is not in default in the payment of taxes, assessments, fees, or any agreements with the City and that entity has the financial capacity to perform this Agreement and the Owner will be released from its obligations under this Agreement upon delivery of a notice of assignment to the City.

(b) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(c) This Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by the Owner, only the grantees and assignees and then current owners of any portion of the Property so assigned shall be liable under this Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to the Owner or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not. Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

Section 9.04. Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of the Maturity Date or the date on which the Reimbursement Obligation is paid in full; *provided*, that unless extended by both parties pursuant to a written amendment to this Agreement, this Agreement shall automatically terminate three (3) years after the date of the execution of this Agreement, if a series of PID Bonds is not issued by such date. In the case of any termination of this Agreement and/or dissolution of the District, the obligation of any Party to pay any Actual Costs expended prior to the termination of this Agreement and/or dissolution of the District remaining unpaid shall survive such termination and/or dissolution.

Section 9.05. Construction of Certain Terms. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

- (a) Words importing a gender include any gender.
- (b) Words importing the singular include the plural and vice versa.
- (c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.
- (d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.
- (e) A reference to any Party includes, with respect to Owner, its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.
- (f) All references in this Agreement to designated “Articles,” “Sections,” and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to “Exhibits” are to the designated Exhibits to this Agreement.
- (g) The words “herein,” “hereof,” “hereto,” “hereby,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.
- (h) The words “including” and “includes,” and words of similar import, are deemed to be followed by the phrase “without limitation.”
- (i) Unless the context otherwise requires, a reference to the “Property,” the “Authorized Improvements,” or the “District” is deemed to be followed by the phrase “or a portion thereof.”

(j) Every “request,” “order,” “demand,” “direction,” “application,” “appointment,” “notice,” “statement,” “certificate,” “consent,” “approval,” “waiver,” “identification,” or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Agreement.

Section 9.06. Table of Contents; Titles and Headings. The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 9.07. Time. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 9.08. Applicable Law and Venue. THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED, AND IF LEGAL ACTION IS NECESSARY BY EITHER PARTY WITH RESPECT TO THE ENFORCEMENT OF ANY TERM OF THIS AGREEMENT, EXCLUSIVE VENUE FOR SAME SHALL LIE IN THE COURTS OF WILLIAMSON COUNTY, TEXAS. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (a) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION AND VENUE CONSISTENT WITH THE PREVIOUS SENTENCE, (b) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS AND DEFENSES THAT SUCH JURISDICTION AND VENUE ARE NOT PROPER OR CONVENIENT, AND (c) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW.

Section 9.09. Amendments. This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties.

Section 9.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 9.11. Entire Agreement. This Agreement contains the entire agreement of the Parties.

Section 9.12. Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.13. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein shall give or be construed to give any person or entity, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

Section 9.14. Reservation of Rights.

To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

Section 9.15. No Joint Venture.

It is acknowledged and agreed by the parties hereto that the terms of this Agreement are not intended to and shall not be deemed to create a partnership of joint venture among parties. Neither party shall have any authority to act on behalf of the other party under any circumstances.

Section 9.16. Owner as Independent Contractor. In performing under this Agreement, it is mutually understood that the Owner is acting as an independent contractor, and not an agent of the City.

Section 9.17. Supplemental Agreements. Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are included in the Service and Assessment Plan, the Assessment Ordinance, the PID Bond Ordinance and the Indenture.

Section 9.18. City's Acceptance of Authorized Improvements. The City hereby agrees that it will not unreasonably withhold the final acceptance of any of the Authorized Improvements and will work with the Owner in good faith to expedite review and acceptance of such Authorized Improvements

Section 9.19. Verifications of Statutory Representations and Covenants. The Owner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "**Government Code**"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

Section 9.20. HB 1295 Compliance. Owner hereby certifies that it has filed a Certificate of Interested Parties form in compliance with Texas Government Code, Section 2252.908, if required, and shall update such certificate if required by law.

Section 9.21. No Personal liability of Public Officials or the City.

To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally liable or responsible for any liability arising under or related to this Agreement.

Section 9.22. Exhibits The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit “A”	-	Definitions
Exhibit “B”	-	Property Description for Development
Exhibit “C”	-	Concept Plan
Exhibit “D”	-	Authorized Improvements
Exhibit “E”	-	Intentionally Omitted
Exhibit “F-1”	-	Form of Closing Disbursement Request (Closing Disbursement)
Exhibit “F-2”	-	Form of Certification for Payment
Exhibit “G”	-	Budget
Exhibit “H”	–	Buyer Disclosure Program

[Signature Pages to Follow]

CITY:

THE CITY OF TAYLOR, TEXAS

By: _____
Brian LaBorde, City Manager

ATTEST:

By: _____
Name: Dianna McLean
Title: City Clerk

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2024
by Brian LaBorde, the City Manager of the City of Taylor, Texas, on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed
Commission Expires:_____

OWNER:

TAYLOR 79, LLC,
a Colorado limited liability company

By: TAYLOR 79 LAND, LLC,
a Colorado limited liability company, its Sole
Member

By: QP TX Taylor, LLC, a Colorado limited
liability company, its Manager

By: QP TX Industrial JV, LLC, a Colorado limited
liability company, its Manager

By: QPFI-TX Industrial, LLC, a Colorado limited
liability company, its Manager

By: _____
G. Douglas Wiley, II, its President

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2024, by G. Douglas Wiley, II, President of QPFI-TX Industrial, LLC, manager of QP TX Industrial JV, LLC, manager of QP TX Taylor, LLC, manager of Taylor 79 Land, LLC, the member of TAYLOR 79, LLC a Colorado limited liability company, on behalf of said entities.

(SEAL)

Notary Public, State of _____

Exhibit “A”

DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

“Actual Cost(s)” means the Owner’s demonstrated costs for designing and constructing the Authorized Improvements. Cost(s) may include (a) the costs incurred by or on behalf of Owner for the design, planning, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services, (e) taxes (property and franchise) related to the Authorized Improvements that benefit the properties within the boundaries of the District, (f) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses plus interest, if any, calculated from the respective dates of the expenditures until the date of reimbursement therefore.

“Acquisition and Reimbursement Agreement” means (whether one or more) an agreement that provides for construction and dedication of an Authorized Improvement, or Segment thereof, to the City prior to the Owner being paid out of the proceeds of the respective PID Bonds, whereby all or a portion of the Actual Costs will be paid to Developer initially from Special Assessment Revenues (and ultimately from PID Bonds) to reimburse the Owner for Actual Costs paid by the Owner that are eligible to be paid with proceeds of a series of PID Bonds.

“Additional Bonds” means any special assessment revenue bonds that are secured by Special Assessments levied on the Parcels and payable either on parity with, or subordinate to, any outstanding series of PID Bonds.

“Agreement” has the meaning given in the recitals to this Agreement.

“Annual Installments” shall mean the annual installment payment on a Special Assessment as calculated pursuant to each Service and Assessment Plan and approved by the City Council.

“Applicable Regulations” means (i) City Code provisions, ordinances, design standards, uniform codes, and other policies duly adopted by the City as may be modified by this Agreement; and (ii) any State or Federal law, regulation, rule, policy, or similar requirement applicable to the Project.

“Assessed Property” or **“Assessed Properties”** means property within the District that benefits from an Authorized Improvement and on which Special Assessments have been levied as shown on an Assessment Roll (as the same may be updated each year by an update to a Service and Assessment Plan) and which includes any and all Parcels within the District other than Non-Benefitted Property.

“Assessment Levy Request” means a written request made by Owner to the City to levy Special Assessments for an applicable Improvement Area.

“Assessment Ordinance” means an ordinance adopted by the City Council approving a Service and Assessment Plan (or such amendments or supplements to the Service and Assessment Plan) and levying Special Assessments, as described in Article III of this Agreement.

“Association Regulations” has the meaning as set forth in Section 2.05.

“Attorney General” means the Texas Attorney General’s Office.

“Authorized Improvements” means the Authorized Improvements listed in the PID Act and includes the public improvements which benefit the Property and are described on Exhibit “D” hereto.

“Bond Issuance Request” means written request made by Owner to the City to issue PID Bonds as evidenced by Owner’s expenditure of necessary amounts for financial analysis, legal counsel, and other professional services and due diligence necessary to support the request.

“Buyer Disclosure Program” means the disclosure program, administered by the PID Administrator as set forth in a document in the form of Exhibit “H” or another form agreed to by the City and the owner(s) that establishes a mechanism to disclose to each End User the terms and conditions under which their lot is burdened by the District.

“Certification for Payment” shall mean that certain certification substantially in the form attached hereto as Exhibit “F-2” hereto.

“City” has the meaning given in the recitals to this Agreement.

“City Construction Representative” means the employee or designee of the City carrying out the duties as described in this Agreement.

“City Council” means the duly elected governing body and council of the City.

“City Code” means the Ordinances of the City, together with all related policies, administrative rules and technical criteria manuals.

“City Engineer” means the civil engineer or firm of civil engineers selected by the City to perform the duties set forth herein.

“City Manager” means the city manager of the City.

“Closing Disbursement Request” shall mean that certain request substantially in the form attached hereto as **Exhibit “F-1”**.

“Completed Authorized Improvements” means any Authorized Improvement that has been 100% completed, dedicated and conveyed by the Owner and accepted by the City.

“Construction Manager” means initially the Owner, and thereafter subject to change in accordance with **Section 2.04** of this Agreement.

“County” means Williamson County, Texas.

“Cure Period” has the meaning given in Section 8.01 of this Agreement.

“Default” has the meaning given in Section 8.01 of this Agreement.

“Delinquent Collection Actual Costs” means interest, penalties and expenses incurred or imposed with respect to any delinquent installment of a Special Assessment, or an Annual Installment, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment, and the costs related to foreclosing the lien against the Assessed Property, including attorney’s fees to the extent permitted under Texas law.

“Designated Successors and Assigns” shall mean (i) an entity to which the Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to **Section 9.03** related to all or a portion of the Property, (ii) any entity which is the successor by merger or otherwise to all or substantially all of the Owner’s assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital, or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of the Owner.

“Disclosure Agreement of the Owner” means an agreement entered into by the Owner and a dissemination agent in connection with the issuance of PID Bonds pursuant to which the Owner agrees to provide certain information regarding the development of the District and the Authorized Improvements for the benefit of the owners of the PID Bonds.

“District” has the meaning given in the recitals to this Agreement.

“Effective Date” has the meaning given in the recitals to this Agreement.

“End User” means any purchaser of a platted lot.

“Financial Advisor” means Specialized Public Finance, Inc.

“Force Majeure” has the meaning as set forth in **Section 8.01(d)**.

“Foreclosure Proceeds” means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Special Assessments against any Assessed

Property or Assessed Properties, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Actual Costs.

“Indenture” or **“Trust Indenture”** means any Indenture of Trust entered into in connection with the issuance of a series of PID Bonds for an Improvement Area, between the City and the Trustee setting forth terms and conditions related to such PID Bonds.

“Issue Date” means the date of the initial delivery of any of the PID Bonds.

“Landowner Agreement” has the meaning given in Section 3.02 of this Agreement.

“Landowners” has the meaning given in Section 3.02 of this Agreement.

“Maturity Date” means the date one year after the last Annual Installment is collected.

“Non-Benefitted Property” means Parcels within the boundaries of the District that accrue no special benefit from Authorized Improvements, as determined by the City Council. Such Parcels include alleys, private roads, and easements that create an exclusive use for a public utility provider and accrue no special benefit from the Authorized Improvements. Property identified as Non-Benefitted Property at the time the Special Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel shall not be assessed.

“Operating Account” has the meaning given in Section 4.02(d) of this Agreement.

“Owner” has the meaning given in the introductory paragraph to this Agreement.

“Owners Association” means a property owners association.

“Owner Expended Funds” means the funds expended by the Owner to date to pay Actual Costs of the Authorized Improvements that have not been previously reimbursed by the City.

“Parcel” means a property identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Williamson County, or by any other means determined by the City Council.

“Party” means the Owner or the City, as parties to this Agreement, and **“Parties”** means collectively, the Owner and the City.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Administrator” means an employee of the City and/or third-party designee of the City who shall have the responsibilities provided for herein, in an Indenture relating to the PID Bonds or in any other agreement approved by the City Council.

“PID Bond Ordinance” means and refers to an ordinance or ordinances of the City Council that authorize and approve the issuance and sale of a series of PID Bonds and provide for

their security and payment, either under the terms of a PID Bond Ordinance or a trust indenture related to a series of PID Bonds.

“PID Bond Proceeds” means the proceeds from the issuance of a series of PID Bonds, less district formation expenses and costs of issuance, as applicable.

“PID Bonds” means each series of special assessment revenue bonds issued by the City to finance the Actual Costs of the Authorized Improvements, or Segments thereof, and any bonds issued to refund all or a portion of any outstanding PID Bonds.

“Prepayment” means the payment of all or a portion of a Special Assessment before the due date thereof.

“Project” has the meaning given in the recitals to this Agreement.

“Project Engineer” means the civil engineer or firm of civil engineers selected by the Owner to perform the duties set forth herein, which is currently Pape-Dawson Engineering.

“Project Fund” means the separate and unique fund established by the City under such name pursuant to the Indenture.

“Property” has the meaning given in the recitals to this Agreement.

“Redemption Agreement” shall have the meaning given in Section 6.02 of this Agreement.

“Segment” or **“Segments”** means the discrete portions of the Authorized Improvements identified as such.

“Service and Assessment Plan” or **“SAP”** means the Park79 Commerce Public Improvement District Service and Assessment Plan (as each such plan is amended, supplemented or updated from time to time), to be initially adopted by the City Council in an Assessment Ordinance for the purpose of assessing allocated costs against property located within the boundaries of an Improvement Area having terms, provisions and findings approved and agreed to by the Owner, as required by Article III of this Agreement. The Parties hereby acknowledge that each Service and Assessment Plan may be amended, supplemented or updated from time to time.

“Special Assessment” means the assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel created by such subdivision or reduction according to the provisions hereof and the PID Act.

“Special Assessment Revenues” means monies collected by or on behalf of the City from any one or more of the following: (i) a Special Assessment levied against an Assessed Property, or Annual Installment payment thereof, including any interest on such Special Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Actual Costs, and (iv) Foreclosure Proceeds.

“State” means the State of Texas.

“Tax Certificate” has the meaning given in Section 5.03 of this Agreement.

“Tax Code” means the Texas Tax Code.

“Tax Equivalent Assessment Rate” means the ad valorem tax equivalent of an Annual Installment due on a parcel at the time of an issuance of PID Bonds on \$100 of assessed valuation of the assessed parcel.

“Third Party Claims” or **“TPC”** has the meaning given in Section 8.02 of this Agreement.

“Third-Party Contractor” has the meaning given in Section 2.04 of this Agreement.

“Transfer” has the meaning given in Section 4.05 of this Agreement.

“Transferee” has the meaning given in Section 4.05 of this Agreement.

“Trustee” means the trustee under an Indenture, and any successor thereto permitted under an Indenture and any other Trustee under a future Indenture.

Exhibit “B”

PROPERTY DESCRIPTION FOR DEVELOPMENT

[See attached]

Exhibit “C”
CONCEPT PLAN

[See attached]

Exhibit “D”

AUTHORIZED IMPROVEMENTS

:

- *Roads*
- *Roads Land Costs*
- *District Formation*
- *Contingency*
- *Project Management Fee*
- *Soft Costs*

Exhibit “E”

INTENTIONALLY OMITTED

Exhibit “F-1”

FORM OF CLOSING DISBURSEMENT REQUEST

(Closing Disbursement Request – PARK79 COMMERCE)

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____ (the “**Owner**”) and requests payment to the Owner from the applicable account of the Project Fund from _____, (the “**Trustee**”) in the amount of \$ _____ to be transferred from the applicable account of the Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Park79 Commerce Public Improvement District (the “**District**”), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City of Taylor, Texas (the “**City**”) and the Trustee dated as of _____, 20__ (the “**Indenture**”) relating to the “[INSERT DESIGNATION OF BONDS] (the “**PID Bonds**”).

In connection with the above referenced payment, the Owner represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Owner, is qualified to execute this Closing Disbursement Request on behalf of the Owner and is knowledgeable as to the matters set forth herein.
2. This request for payment for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior Certification for Payment submitted to the City.
3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.
4. The Owner is in compliance with the terms and provisions of the PID Financing Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture and the PID Financing Agreement for the payment hereby requested have been satisfied.
6. The Owner agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

[Information regarding amount and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

a _____

By: _____
Name: _____
Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from [Actual Costs of Issuance Account] [_____ Account of the Project Fund] upon delivery of the PID Bonds.

CITY OF TAYLOR, TEXAS

By: _____
Name: _____
Title: _____

Date: _____

Exhibit “F-2”

FORM OF CERTIFICATION FOR PAYMENT

(Certification for Payment –PARK79 COMMERCE)

CERTIFICATION FOR PAYMENT FORM NO. _____

The undersigned _____ (the “**Construction Manager**”) requests payment from [the applicable account of the Project Fund] [the Operating Account] from the City of Taylor (the “**City**”) in the amount of \$ _____ for labor, design, materials, fees, and/or other general costs related to the acquisition or construction of certain Authorized Improvements providing a special benefit to property within the Park79 Commerce Public Improvement District (the “**District**”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Park79 Commerce Public Improvement District Financing and Reimbursement Agreement between the Owner and the City (the “**PID Financing Agreement**”).

In connection with the above referenced payment, the Construction Manager represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Construction Manager, is qualified to execute this Certification for Payment Form No. _____ on behalf of the Construction Manager, and is knowledgeable as to the matters set forth herein.
2. The work described in Attachment A has been completed in the percentages stated therein.
3. The Certification for Payment for the below referenced Authorized Improvements has not been the subject of any prior Certification for Payment submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
4. The amounts listed for Actual Costs of the Authorized Improvements, as set forth in Attachment A, is a true and accurate representation of the Actual Costs associated with the acquisition, design or construction of said Authorized Improvements, and such costs (i) are in compliance with the PID Financing Agreement, and (ii) are consistent with the Service and Assessment Plan.
5. The Construction Manager is in compliance with the terms and provisions of the PID Financing Agreement and the Service and Assessment Plan.
6. The Construction Manager has timely paid all ad valorem taxes and annual installments of Special Assessments it owes or an entity under common control with the Construction Manager owes, located in the District and has no outstanding delinquencies for such taxes and assessments.
7. The work with respect to the Authorized Improvements referenced below (or its Segment) has been completed, and the City has inspected [and accepted] such Authorized Improvements (or

its completed Segment). *[Include bracketed language if final progress payment for such Authorized Improvement]*

8. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for the Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or Segment thereof) has been completed and the City has accepted such Authorized Improvements (or Segment thereof). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Authorized Improvements (or Segment thereof).

9. [Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.][*Include bracketed language if final progress payment for such Authorized Improvement*]

10. Attached hereto as Attachment C are invoices, receipts, purchase orders, change orders, and similar instruments, which are in sufficient detail to allow the City to verify the Actual Costs for which payment is requested.

11. Also attached hereto as Attachment D are any lender consents or approvals that the Construction Manager may be required to obtain under any loan documents relating to the District.

Pursuant to the PID Financing Agreement, after receiving this Certification for Payment, the City has inspected [and accepted] the Completed Authorized Improvements and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations. *[Include bracketed language if final progress payment for such Authorized Improvement]*

(Signature pages follow)

I hereby declare that the above representations and warranties are true and correct.

[CONSTRUCTION MANAGER]

By: _____
Name: _____
Title: _____

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

By:

Name: _____

Title: _____

APPROVAL OF CERTIFICATION FOR PAYMENT

The City is in receipt of the attached Certification for Payment Form No. ____, acknowledges the Certification for Payment, acknowledges that the Authorized Improvements (or its Segment) covered by the certificate have been inspected by the City, and otherwise finds the Certification for Payment Form No. ____ to be in order. After reviewing the Certification for Payment Form, the City approves the Certification for Payment Form No. ____ and shall direct the Trustee to make payment from [the appropriate account of the Project Fund] [the Reimbursement Fund] to the Construction Manager or to any person designated by the Construction Manager.

CITY OF TAYLOR, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A TO CERTIFICATION FOR PAYMENT FORM NO. ____

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Actual Costs</u>
----------------	---	---------------------

ATTACHMENT B TO CERTIFICATION FOR PAYMENT FORM NO. _____

[Include Attachment B bracketed if final progress payment for such Authorized Improvement]

[bills paid affidavit and release of liens - attached]

ATTACHMENT C TO CERTIFICATION FOR PAYMENT FORM NO. _____

INVOICE LEDGER

[illegible]

[INVOICES AND/OR RECEIPTS - ATTACHED]

ATTACHMENT D TO CERTIFICATION FOR PAYMENT FORM NO. _____

[lender consents or approvals - attached]

Exhibit “G”

BUDGET

City Attorney	\$ _____
City’s Financial Advisor	_____ % of par value of each series of bonds
Bond Counsel	_____ % of par value of each series of bonds, minimum of \$50,000 per series
Underwriter	2.00% of par value of each series of bonds
Underwriter's Counsel	1.00% of par value of each series of bonds

Exhibit “H”

**PARK 79 COMMERCE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #___ - LOT TYPE ____
BUYER DISCLOSURE**

OWNER DISCLOSURE PROGRAM

1. The Owner shall provide each buyer of Assessed Property with the “Notice of Obligation to Pay Public Improvement District Assessment to the City of Taylor, Texas”, the form of which is attached hereto as Exhibit “H-1”.
2. The Owner shall provide evidence of compliance with 1 above, signed by such buyer, to the City upon receipt of written request by the City which sets forth the City’s mailing address and other contact information.
3. The Owner shall prominently display signage provided by the Owner or the PID Administrator in the construction trailer and/or spec building(s), if any, located within the Property.
4. If prepared and provided by the City and approved by Owner (such approval not to be unreasonably withheld), the Owner shall distribute informational brochures about the existence and effect of the District in prospective buyer sales packets.
5. Owner shall include Assessments in estimated property taxes, if such Owner estimates monthly ownership costs for prospective buyers for an Assessed Property.
6. The Owner must post signage along the main entry/exits located at the boundaries of the District that identifies the area as a public improvement district. All signage shall be clearly visible to all motorists entering and exiting the District.

Exhibit “H-1” to Financing Agreement

PARK 79 COMMERCE PID – LOT TYPE [__]: BUYER DISCLOSURE

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF TAYLOR, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

**OUTSTANDING PRINCIPAL OF ASSESSMENT FOR AUTHORIZED
IMPROVEMENT: \$[_____] [INSERT ONLY IF ASSESSMENTS HAVE BEEN
LEVIED]**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Taylor, Texas, for the costs of a portion of Authorized Improvements (the “**Authorized Improvements**”), undertaken for the benefit of the property within the “Park 79 Commerce Public Improvement District” (the “**District**”), also known as “Park 79 Commerce”, created under Subchapter A, Chapter 372, Local Government Code, as amended.

**AN ASSESSMENT HAS BEEN OR MAY BE LEVIED AGAINST YOUR PROPERTY
FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY
TIME. IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL
INSTALLMENTS WHICH MAY VARY FROM YEAR TO YEAR DEPENDING ON THE
AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS,
AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the City Council of the City of Taylor, Texas in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

You may ask your mortgage company to include the Annual Installments in your monthly escrow payment.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate on the date specified below my signature.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

PROJECTED ANNUAL INSTALLMENTS – LOT TYPE [__]

[INSERT SCHEDULE OF PROJECTED ANNUAL INSTALLMENTS ONCE FINALIZED]



City Council Meeting June 13, 2024 Transmittal Letter

STRATEGIC PILLAR

Agenda Item Number: 7.

Agenda Title: Discuss with possible consideration to authorize the Mayor to execute the following documents: 1) an Interlocal Agreement between the City and the Taylor Housing Authority (THA), 2) a Cooperation Agreement between the City and the Texarkana Housing Authority Public Facility Corporation, 3) a Resolution of No Objection for the application by THA to the Texas Department of Housing and Community Affairs for Low Income Housing Tax Credits, 4) a Letter of Support to the Department of Housing and Urban Development Special Application Center, and 5) a TEFRA Certificate (with executed Exhibit), for the Taylor Housing Authority Mary Olson Rehabilitation Project.

Council Action to be Taken: Authorize the Mayor to execute the documents necessary for the Mary Olson rehabilitation project.

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE / DESCRIPTION

To provide for the approval of several items related to the rehabilitation of the Taylor Housing Authority's Mary Olson property. The items to be approved include:

1. An interlocal agreement between the City and the THA that requires that only THA Board members appointed by the Mayor may serve on any Public Facility Corporation that is created to facilitate the rehabilitation of the Mary Olson property.
2. A resolution stating the City has no objection to the THA applying for low income housing tax credits through the Texas Department of Housing and Community Affairs (TDHCA).
3. A certificate from the Mayor stating that a required public hearing was conducted related to the issuance of bonds for the project.
4. A letter of support from the Mayor for the THA's application to the Department of Housing and Urban Development (HUD) for the project.

5. A cooperation agreement between the City and the Texarkana Public Housing Authority's public facility corporation (known as Texas Home Collaborative) allowing the PFC to issue bonds for the project.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The Taylor Housing Authority (THA) is proposing to complete a major rehabilitation of the Mary Olson property located between 7th and 9th Streets and Porter and Burkett Streets. THA is proposing to use Low Income Housing Tax Credits as part of the funding structure, and this requires a letter of no objection from the City. THA is also proposing to partner with the Texarkana Public Facility Corporation (PFC) to issue tax exempt bonds as another part of the funding structure and this requires a cooperation agreement approved by the City of Taylor to allow the Texarkana PFC to issue tax exempt bonds for a project within the Taylor city limits. Finally, THA is proposing to change the type of public housing that Mary Olson is categorized as from public housing to a project-based voucher system.

Because of these changes to the Mary Olson property and the need for the City Council to provide approvals and letters of support and/or non-objection, staff asked the THA and their consultants to provide a presentation to Council on February 22, 2024. After that presentation, Council directed staff to engage a third-party consultant to review the proposal from THA and provide analysis and background on the affordable housing tools that are proposed to be used. Staff engaged Naomi Byrne with EJP Consulting Group, LLC who presented her analysis of the proposal and background on this type of project at the April 11, 2024 City Council meeting. Naomi's team also reviewed the documents that are being presented as part of this agenda item.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Provides the necessary documents to allow the THA to proceed with the rehabilitation of the Mary Olson property.	• Changes the structure of how the Mary Olson property is owned and managed.

4. RECOMMENDATION

Staff recommends approval of all items presented with this agenda item.

5. FUNDING SOURCE

N/A

6. TIMELINE

Initial presentation by THA and their consultants - February 22, 2024

Presentation by City's consultant Naomi Byrne - April 11, 2024

Consideration of approval of items necessary for the Mary Olson rehabilitation project - June 13, 2024

7. OTHER OPTIONS

8. ATTACHMENTS

1. Interlocal Agreement - Taylor Housing Authority and City of Taylor
2. THA - Taylor Rad Family Apartments - Cooperation Agreement - City
3. Mary Olson - Resolution - TDHCA No Objection and Coop Agr__
4. Taylor Mayor Letter of Support - DRAFT - 5.4.24 - City edits
5. Taylor RAD Family - Phase I - Certificate of Mayor - Tefra Approval
6. Taylor Housing - Resolution 2024-01 - Interlocal Agreement, redevlpmt plan

INTERLOCAL AGREEMENT

This Interlocal Agreement (this “Agreement”) is entered into this ____ day of June, 2024 (the “Effective Date”), by and between the Taylor Housing Authority, a Texas municipal housing authority (“PHA”) and the City of Taylor, Texas, a political subdivision of the State of Texas (“City”). PHA and City are sometimes collectively referred to as the “Parties” or in the singular as a “Party”).

RECITALS:

WHEREAS, the PHA’s mission is to provide safe, sanitary, and affordable housing for residents and desires to support the development and operation of affordable housing through its affiliate entity, an authority-sponsored public facility corporation in the City of Taylor; and

WHEREAS, the PHA, pursuant to the provisions of the Public Facility Corporation Act, Chapter 303, Texas Local Government Code (the “Act”) is authorized to create a public facility corporation for assisting the PHA in financing, refinancing, or providing “public facilities”, as defined in the Act, and created the THA Development PFC, a Texas public facility corporation (“PFC”) for such purposes; and

WHEREAS, PFC is governed by a set of bylaws it adopted on September 19, 2022 (the “Bylaws”); and

WHEREAS, pursuant to Section 2.1(b) of the Bylaws, the PFC Board shall consist of the PHA Commissioners and the Secretary to the PHA Board of Commissioners, and the number of PFC directors may be changed by amendment to the Bylaws; and

WHEREAS, the PHA is the owner of a low-income housing project known as Mary Olson Apartments, comprising 46 rental units plus amenities for low-income persons located off of East 7th Street in the City of Taylor (the “Project”); and

WHEREAS, in order to best meet the needs of low-income residents in the community, address the capital needs of the Project and provide for long-term, stable affordability for low-income residents in the community, PHA and PFC wish to pursue redevelopment strategies that include financing from some or all of the following sources: the issuance of tax exempt bonds and low income housing tax credit equity; Fannie Mae, Freddie Mac and/or Federal Housing Administration-insured loans; and/or conventional loans secured by a mortgage (based on rent structures or mortgage payments that can be supported), local sources, and other federal, state, and local governmental and non-governmental sources, whether available now or to be obtained or procured hereafter; and

WHEREAS, the City has a need for and desires to increase its supply of quality affordable housing for the benefit of its current and future residents; and

WHEREAS, Chapter 791 of the Texas Government Code provides for the use of an interlocal agreement between political subdivisions regarding the governmental functions and services in which the contracting parties are mutually interested; and

WHEREAS, this Agreement has been duly authorized by the City Council of the City of Taylor, Texas and the Board of Directors of the PHA; and

WHEREAS, in order to ensure the City that neither the PHA nor the PFC will appoint officers to the PFC's Board of Directors other than those already established in the Bylaws nor deviate from the terms of this Agreement, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. **Recitals Incorporated.** The recitals set forth above are incorporated into this Agreement and shall be deemed to be terms and provisions hereof, the same as if fully set forth in this Section 1.

Section 2. **Covenant.** As permissible by law, during the Term (as hereafter defined), the PHA agrees it will not appoint or cause to be appointed or amend Section 2.1(b) of the Bylaws to allow for another person to serve as a member to the PFC's Board of Directors who is not then serving on the PHA Board of Commissioners or as Secretary of the PHA Board of Commissioners (the "Covenant").

Section 3. **Term.** This Agreement shall be effective upon execution by the last Party whose signature renders this Agreement fully executed. Unless otherwise terminated in accordance with this Agreement, the term of this Agreement ("Term") shall continue for 20 years unless extended in writing by the Parties or sooner terminated in accordance with the terms of this Agreement.

Section 4. **Voluntary Termination.** Notwithstanding anything else in this Agreement, PHA may effect a voluntary termination upon giving the City sixty (60) days written notice to the City of such termination in the event that:

- (a) PHA fails to receive an issuance of tax-exempt bonds and low-income housing tax credit equity for the Project; or
- (b) PHA fails to obtain Fannie Mae, Freddie Mac and/or Federal Housing Administration-insured loans, and/or conventional loans secured by a mortgage (based on rent structures or mortgage payments that can be supported), and/or local sources for the Project; or
- (c) For convenience, whenever the PHA determines in good faith that it is contrary to the interests of the PHA to proceed with the redevelopment of the Project.

Section 5. **Default; Remedies.** The following shall constitute an "Event of Default" on the part of the Parties: PHA defaults in the performance of any obligation, term, or provision under this Covenant, and such default shall continue uncured for sixty (60) days after written notice of such default from the City, provided that such sixty (60) day period may be extended for an additional period of time, at the sole discretion of the City, to the extent required to complete such

cure. If an Event of Default occurs hereunder, the PHA shall take corrective action to have either the PHA Board of Commissioners and/or the PFC Board of Directors comply with the Bylaws and with this Agreement.

Section 6. **Notices.** All notices, requests, demands, approvals, or other formal communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given when actually received or two business days after being sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to PHA: Taylor Housing Authority
305 E. 8th Street
Taylor, Texas 75247
E-mail: egreen@taylorha.org

with a copy to: Mattye Jones
Coat Rose, PC
16000 North Dallas Parkway, Suite 350
Dallas, Texas 75248
E-mail: mjones@coatsrose.com

If to City: City Hall
400 Porter Street
Taylor, Texas 76754
Attn: _____

with a copy to: Mark J. Schroeder
Hejl & Schroeder, P.C.
311 Talbot Street
Taylor, Texas 76754
mark@hejllawfirm.com

Each Party will designate a contact person for all general communications during the term of this Agreement, which may be changed by a party by written notice to the other parties in the manner set forth above. Until further notice and/or in the absence of additional designation of a contact person, the contact persons will be those individuals identified above.

Section 7. **Miscellaneous.**

Applicable Laws, Interpretation and Governing Law. In addition to the matters specifically set forth herein, this Agreement is subject to all laws, rules, orders and regulations of the United States of America, the State of Texas, and the City of Taylor. This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both parties. This Agreement shall be construed, interpreted, and governed by the laws of the State of Texas, and with respect to any dispute hereunder, jurisdiction and venue shall lie with the courts of Williamson County, Texas.

Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and to be performed entirely therein.

Approvals. Any approvals required from the Parties in connection with this Agreement shall not be unreasonably withheld, conditioned, or delayed.

Assignment and Successors. No Party to this Agreement will make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party.

Counterparts. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all Parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

Final Agreement. This Agreement constitutes the final understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the Parties, whether written or oral. This Agreement may be amended, supplemented, or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby.

Further Assurances. Each Party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transactions contemplated by this Agreement.

Headings. All section entitlements hereof are inserted for convenience of reference only and in no way shall alter, modify, or define, or be used in construing, the text of such sections.

No Continuing Waiver. The waiver of either party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

Non-Violation. The execution and delivery of this Agreement and the performance and observance by it of the provisions hereof do not and will not (a) violate the organizational documents of the PHA or the PFC, (b) violate or result in a default or require any consent or approval under (x) any indenture, instrument, agreement, or other document binding upon the PHA or PFC or its property or to which the PHA or the PFC or its property is subject, or give rise to a right thereunder to require any payment to be made by the PHA or the PFC, except for violations, defaults or the creation of such rights that could not reasonably be expected to result in a material respect or (y) any organizational document (other than such as have been obtained and are in full force and effect), (c) violate any legal requirement in any material respect.

Parties Bound. No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of either Party shall be personally liable for any obligation, express or implied, hereunder.

Reliance. No person other than the Parties to this Agreement may directly or indirectly rely upon or enforce the provisions of this Agreement, whether as a third-party beneficiary or otherwise.

Severability of Provisions. Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine and neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Waivers. No delay or omission by either Party to insist upon the strict performance of any of the other Party's obligations under this Agreement or to exercise any right or remedy available hereunder shall impair any such right or remedy or constitute a waiver thereof in the event of any subsequent occasion giving rise to such right or availability, remedy, or obligation, whether of a similar or dissimilar nature.

[Remainder of Page Intentionally Left Blank; Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

PHA:

TAYLOR HOUSING AUTHORITY,
a Texas municipal housing authority

By: _____
Ebby Green
Chief Executive Officer and Secretary

CITY:

CITY OF TAYLOR, TEXAS,
a Texas home rule municipality

By: _____

**COOPERATION AGREEMENT
BETWEEN
THE CITY OF TAYLOR, TEXAS
AND
TEXAS HOME COLLABORATIVE**

This Agreement (“**Agreement**”) is made and entered into by and between the City of Taylor, Texas (the “**City**”) a political subdivision of the State of Texas, and Texas Home Collaborative, a non-profit public facility corporation (“**Corporation**”) sponsored by Housing Authority of the City of Texarkana, Texas d/b/a Village Communities of Texarkana, Texas (the “**Authority**”), a public housing authority organized under Chapter 392 of the Texas Local Government Code.

WHEREAS, the City desires to promote, maintain, and provide safe, sanitary, and affordable housing for low to moderate-income citizens of the City of Taylor; and

WHEREAS, the Authority’s mission is to provide safe, sanitary and affordable housing for eligible residents and desires to support the development and operation of affordable housing through Corporation, its affiliate entity, a public housing authority sponsored public facility corporation, in communities across the state of Texas; and

WHEREAS, Chapter 791 of Texas Local Government Code allows City and the Authority to enter into interlocal agreements in order to increase the efficiency and effectiveness of local governments; and

WHEREAS, Section 392.059 of the Texas Local Government Code states that authorities may cooperate with a municipality in providing housing for persons of low income within the boundaries of the cooperating political subdivision; and,

WHEREAS, the City has a need for and desires to increase its supply of quality affordable housing for the benefit of its current and future residents; and

WHEREAS, the Corporation has identified Knight Development (“**Developer**”) to act as its developer partner to acquire and rehabilitate a 46-unit multifamily development more commonly known as Taylor RAD Family – Phase 1 (the “**Project**”); and

NOW THEREFORE, the City and the Corporation (collectively, the “**Parties**”) agree as follows:

Section 1: Purpose and Objective. The Parties agree that the purpose of this Agreement is to facilitate collaboration and coordination between the Parties in the development of the Project to be acquired and rehabilitated and operated within the territorial limits of the City for the purpose of providing quality, safe, and affordable housing to low and moderate income residents of the City; provided, however, that this Agreement does not amend or otherwise affect any development agreement related to the Property to which the City is a party.

Section 2: Role of the Corporation. The responsibilities of the Corporation under this Agreement shall include the following:

- (a) Corporation shall coordinate with the City to provide requested briefings to the City Council and City staff, as appropriate.
- (b) Corporation shall work with the Developer to prepare and submit an application to the Texas Department of Housing and Community Affairs (“TDHCA”) for an allocation of 4% Low Income Housing Tax Credits (“4% Credits”) to support the Project.
- (c) Corporation shall serve as the issuer of any bonds required in conjunction with the award of the 4% Credits.

Section 3: Role of the City. The City’s responsibility under this Agreement shall include the following:

- (a) City staff shall cooperate with the Corporation and shall participate in briefings to the City Council upon the Corporation’s request.
- (b) City agrees to supply the Project with the same degree of public services that it supplies to other similar development within the City.

Section 4: Term. This Agreement shall be effective upon execution by the last party whose signature renders this Agreement fully executed. Unless otherwise terminated in accordance with this Agreement, the term of this Agreement (“Agreement Term”) shall continue throughout the life of the Project (the life of the Project shall be considered to have expired if the multifamily housing operation completely ceases for a period of at least 365 consecutive days).

Section 5: Representations and Warranties. The Corporation hereby unconditionally warrants and represents to the City as follows:

- (a) Corporation has the legal and financial capacity to assume responsibility for compliance with all applicable laws, regulations, rules, programs, and agreements and to enter into this Agreement and to perform all of the undertakings set forth herein. In connection with the Project, the Corporation will comply with all legal requirements required to be met, including but not limited to the following: (i) any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any governmental authority in any way applicable to the Authority or the Project, including, without limitation, the ownership, use, construction, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof, (ii) any and all covenants, conditions, and restrictions contained in any deed or other form of conveyance or in any other instrument of any nature that relate in any way or are applicable or to the ownership, use, construction, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof, (iii) the Corporation’s presently or subsequently effective bylaws and articles of incorporation or partnership, limited partnership, joint venture, trust or other form of business association agreement, (iv) any and all terms, provisions and conditions of any commitment which are to be performed or observed by the Corporation, (v) any and all leases and other contracts (written or oral) of any nature that relate in any way to

the Project and to which the Corporation may be bound and (vi) all applicable restrictive covenants, zoning ordinances, subdivision and building codes, or if no local building codes are in place, then the most recent version of the International Building Code, flood disaster laws, applicable health and environmental laws and regulations and all other ordinances, orders or requirements issued by any state, federal or municipal authorities having or claiming jurisdiction over the Project.

- (b) Corporation is a duly organized and validly existing legal entity under the laws of the State of Texas.
- (c) Corporation is not a party to any contract or agreement or subject to any charter or other legal restriction of any kind which materially and adversely affects the business, property or assets, or the condition, financial or otherwise, of the Authority. Neither the execution and delivery of this Agreement, nor compliance with the terms, conditions and provisions hereof, will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any law or any regulation, order or decree of any court or governmental agency, or any indenture or other agreement or instrument to which the Corporation is subject, or will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation pursuant to the terms of any such indenture or agreement or instrument, and will not require the approval of any federal regulatory body or of any state or local commission or authority having jurisdiction with respect thereto, unless such approval has been obtained and is in full force and effect on the date hereof.
- (d) There is no action, proceeding or investigation now pending before any court or any governmental department or agency nor any basis therefor, known or believed to exist which: (i) questions the validity of this Agreement or any action or act taken or to be taken by the Corporation pursuant to this Agreement, or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition of the Corporation which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

Section 6: Notices. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the Corporation at the following address:

Antonio D. Williams
Village Communities of Texarkana, Texas
1611 N. Robison Road
Texarkana, Texas 75501
E-mail: awilliams@vcfft.org

with a copy to:

Mattye Gouldsby Jones
Coats Rose, P.C.
16000 North Dallas Parkway, Suite 350
Dallas, Texas 75248

E-mail: mjones@coatsrose.com

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested to the City at the following address:

City Notice Address

City Hall
400 Porter Street
Taylor, Texas 76754

with a copy to:

City Legal Counsel Notice Address

Mark J. Schroeder
Hejl & Schroeder, P.C.
311 Talbot Street
Taylor, Texas 76754

Notice will be considered given and completed upon actual receipt of the notice by the receiving party. Either party may change its designated address for notice purposes upon ten (10) days' prior written notice to the other party.

Section 7. Cooperation and Compliance. The parties hereto agree to cooperate with each other and provide all necessary documentation, certificates and consents and to take all necessary action in order to satisfy the terms and conditions hereof in accordance with the applicable laws, regulations and agreements relating thereto.

Section 8. Miscellaneous.

8.1 Waivers. No delay or omission by either party to insist upon the strict performance of any of the other party's obligations under this Agreement or to exercise any right or remedy available hereunder shall impair any such right or remedy or constitute a waiver thereof in the event of any subsequent occasion giving rise to such right or availability or remedy or obligation, whether of a similar or dissimilar nature.

8.2 Assignment and Successors. No party to this Agreement will make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the parties hereto, their successors and assigns and shall not bestow any rights upon any third party.

8.3 Applicable Laws, Interpretation and Governing Law. In addition to the matters specifically set forth herein, this Agreement is subject to all laws, rules, orders and regulations of the United States of America, the State of Texas, and the City of Taylor. This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both parties. This Agreement shall be construed, interpreted, and governed by the laws of the State of

Texas, and with respect to any dispute hereunder, jurisdiction and venue shall lie with the courts of Williamson County, Texas. Should any party hereto retain counsel for the purpose of litigation to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all reasonable costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees and costs incurred by such prevailing party.

8.4 Final Agreement. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby.

8.5 Approvals. Any approvals required from the parties in connection with this Agreement shall not be unreasonably withheld, conditioned or delayed.

8.6 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable term or provision had not been part of this Agreement.

8.7 Headings. The Section and Subsection entitlements hereof are inserted for convenience of reference only and in no way shall alter, modify or define, or be used in construing, the text of such Sections and Subsections.

8.8 Counterparts. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

8.9 Further Assurances. Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transactions contemplated by this Agreement.

8.10 Parties Bound. No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of either party shall be personally liable for any obligation, express or implied, hereunder.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED this ____ day of June, 2024.

TEXAS HOME COLLABORATIVE, a Texas
non-profit public facility corporation

By: _____
Name: Antonio D. Williams
Title: Secretary

CITY OF TAYLOR, TEXAS, a Texas municipal
corporation

By: _____
Name: Dwayne Ariola
Title: Mayor

RESOLUTION R24-21

A RESOLUTION OF THE CITY OF TAYLOR, TEXAS EVIDENCING NO OBJECTION TO THE APPLICANT'S TAX CREDIT APPLICATION; AUTHORIZING THE HOUSING AUTHORITY OF CITY OF TEXARKANA, TEXAS TO EXERCISE ITS POWERS AT A PARTICULAR LOCATION WITHIN THE TERRITORIAL BOUNDARIES OF THE CITY OF TAYLOR, TEXAS; AUTHORIZING A COOPERATION AGREEMENT; AND AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF TAYLOR, TEXAS.

WHEREAS, the City Council is the governing body of the City of Taylor, Texas (the "City");

WHEREAS, there exists in the City of Taylor a shortage of safe and sanitary housing available to lower income residents at rents they can afford; and

WHEREAS, Taylor RAD Family, LP, a Texas limited partnership (the "Applicant") proposes to acquire and rehabilitate approximately 46-unit multifamily housing development for tenants on low and moderate income that will be located at approximately 202, 204, 301, 302, 303, 305, 307 E. 8th Street, 201, 203, 304, 306, 309, 311, 313, 315 E. 7th Street, 204, 300, 302 E. 9th Street, 701, 703, 804 Washburn Street, and 700, 702 Porter Street, Taylor, Texas 76574 and within Williamson County, Texas known as the "Taylor RAD Family – Phase 1" (the "Development"); and

WHEREAS, the Applicant has applied for financing the Development (the "Application"), including Low Income Housing Tax Credits (the "Tax Credits") from the Texas Department of Housing and Community Affairs ("TDHCA"); and

WHEREAS, Housing Authority of the City of Taylor, Texas (the "Authority") has significant experience and expertise in successfully providing, developing, financing, and managing housing projects that are affordable to lower income residents and are assets to the community; and

WHEREAS, it is contemplated that a wholly-owned subsidiary of the Authority, THA Development PFC, a Texas non-profit public facility corporation ("GP"), will be the sole member of the Applicant's general partner; and

WHEREAS, it is further contemplated that Texas Home Collaborative, a Texas public facility corporation (the "PFC") duly organized by the Housing Authority of the City of Texarkana,

Texas d/b/a Village Communities of Texarkana, Texas (the “VCoTT”), will issue tax-exempt bonds in order to finance a portion of the financing for the Development; and

WHEREAS, Texas Local Government Code, Section 392.017 (d) requires that the governing body of a municipality adopt a resolution declaring a need for a regional housing authority to exercise its powers in another jurisdiction, and authorizing a cooperation agreement under Section 392.059; and

WHEREAS, the City of Taylor has conducted a public hearing to take testimony with regard to the Development; and

WHEREAS, in connection with the Development, the City desires to enter into an interlocal agreement with the Authority (the “Interlocal Agreement”) to maintain the number of officers on THA Development PFC, a Texas public facility corporation created by the Authority (the “Taylor PFC”).

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

Section 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. Pursuant to Texas Local Government Code, Section 392.017(d)(1), the City Council declares that there is a need for VCoTT and/or PFC to exercise its powers in the territorial boundaries of the City to provide decent, safe, and sanitary housing that is affordable for lower income residents of the City. VCoTT and/or the PFC is hereby authorized to exercise its powers in the territorial boundaries of the City as set forth in the Cooperation Agreement attached hereto.

Section 3. Pursuant to Texas Local Government Code, Section 392.017(d)(2) and the Cooperation Agreement attached hereto and incorporated herein between PFC and the City, PFC is hereby authorized under Texas Local Government Code Section 392.059(a) to exercise its powers within the City at the specific location identified in the Cooperation Agreement. The City agrees to cooperate with PFC to allow VCoTT to provide financing to assist in the provision of housing for low and moderate income residents in the territorial boundaries of the City consistent with the terms of the Cooperation Agreement, and at the specific location identified in the Cooperation Agreement. VCoTT and the PFC are authorized to exercise its powers under the Texas Housing Authorities Law, Texas Local Government Code Chapter 392 and the Texas Public Facility Corporation Act, Texas Local Government Code Chapter 303, respectively, to finance,

plan, undertake, construct, or operate housing projects in the City, consistent with the terms of the Cooperation Agreement. The Cooperation Agreement only authorizes VCoTT and the PFC to take action in connection with the Development. The City Manager, or his duly authorized representative, is hereby authorized to execute the Cooperation Agreement on behalf of the City.

Section 4. In accordance with the requirements of Texas Government Code Section 2306.67071 and Texas Administrative Code Section 11.204(4), it is hereby found that:

- (a) Notice has been provided to the City Council in accordance with Texas Government Code Section 2306.67071(a);
- (b) The City Council has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Application;
- (c) The City Council has held a hearing at which public comment may be made on the proposed Application in accordance with Texas Government Code Section 2306.67071(b); and
- (d) After due consideration of the information provided by the Applicant and public comment, the City Council has no objection to the proposed Application.

Section 5. Pursuant to Texas Local Government Code, Section 791.011(d)(1), the City agrees to enter into the Interlocal Agreement whereby the Authority will agree to not appoint or cause to be appointed or amend the bylaws of the Taylor PFC to allow another person other than those serving on the Authority's Board of Commissioners to serve as a member of the Taylor PFC Board.

Section 6. The City has had sufficient opportunity to obtain a response from the Applicant regarding any questions it may have about the Development.

Section 7. The City hereby supports the proposed Development and confirms that its governing body has voted specifically to approve the rehabilitation of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4).

Section 8. The Mayor and/or City Manager is authorized to take any reasonable and necessary action to effectuate the direction and intention of this resolution and the Cooperation Agreement.

Section 9. The City Clerk is hereby authorized to certify these resolutions to TDHCA, the Authority, VCoTT, and the PFC.

Section 10. If any article, paragraph, subdivision, clause or provision of this resolution be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, other than the part so declared to be invalid or unconstitutional.

Section 11. This resolution shall take effect immediately from and after its passage.

DULY PASSED and approved by the City Council of the City of Taylor, Texas, on this the ___ day of _____, 2024.

ATTEST:

APPROVED:

Dianna McLean, City Clerk

Dwayne Ariola, Mayor

APPROVED AS TO FORM:

Mark J. Schroeder, City Attorney

Ebby Green, Executive Director
Taylor Housing Authority
311 N 7th Street
Taylor, TX 76574

Dear Ms. Green,

On behalf of the City of Taylor, I would like to offer our support for the Taylor RAD Family project, as well as the proposed units being disposed of under the Section 18 authority which will preserve affordable housing for the residents of Taylor, Texas. It is the City's understanding that the Taylor Housing Authority (THA) development plan is to rehabilitate the former Mary Olson site with extensive renovations, innovations, and amenities to enhance the project and the quality of life of its residents. This will include 46 rehabilitated units.

It is the City's hope the project will provide a richer quality of life for residents and the proposed partnership will enable THA to address its backlog of physical needs, foster the restoration of affordable property, and increase the value of the units to both the neighborhood and the City. It is essential to the City that the project still provide affordable housing for low-income residents while still providing adequate funding to address the physical condition of the aging properties.

It is the City's desire that the THA is able to gain approval from HUD in order to further the City of Taylor's revitalization goal of rejuvenating properties within the communities where the Public Housing Authority's are located and providing new affordable housing to the citizens of Taylor. Such approval would support critical public/private partnerships among the City, THA and private investors that will strengthen financing for the development.

We feel that this disposition and partnership agreement would be in the best interest of all involved.

Sincerely,

Dwayne Ariola
Mayor
City of Taylor, Texas

**CERTIFICATE OF MAYOR OF THE CITY OF TAYLOR, TEXAS
REGARDING THE ISSUANCE OF
TEXAS HOME COLLABORATIVE
MULTIFAMILY HOUSING REVENUE BONDS
(TAYLOR RAD FAMILY - PHASE I)
SERIES 2024**

I, Dwayne Ariola, Mayor of the City of Taylor, Texas (the “City”) do hereby certify in connection with the issuance of Texas Home Collaborative Multifamily Housing Revenue Bonds (Taylor RAD Family - Phase I) Series 2024 (the “Bonds”) that:

1. Pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), Texas Home Collaborative conducted a public hearing for the benefit of the residents of the City following reasonable public notice with respect to the issuance of the Bonds in one or more series in a maximum aggregate principal amount not to exceed \$15,000,000 to finance the project described in such notice known as the “Taylor RAD Family - Phase I” and herein referred to as the “Development”) and has submitted to the Mayor of the City the minutes of public hearing describing the comments, if any, received at such hearing, a copy of which is attached as **Exhibit A**.

2. In order to satisfy the requirements of Section 147(f) of the Code, it is necessary to receive approval from the host governmental unit whose geographic jurisdiction contains the site of a project to be financed by the Bonds.

3. Solely for the purposes of approval under Section 147(f) of the Code, the prior actions taken in connection with the Hearing are hereby ratified, confirmed and approved and the issuance of the Bonds in the maximum aggregate principal amount of \$15,000,000 to finance the Development is hereby approved pursuant to Section 147(f) of the Code.

4. The approval herein granted is solely for purposes of Section 147(f) of the Code and shall not be construed as a representation, warranty, or other understanding of any kind by the City in respect of the Bonds or the Development. In particular, but without limiting the foregoing, this Resolution does not constitute zoning approval, approval of any building permit, or any other approval required by the City in regard to the Development. THE BONDS SHALL NOT CONSTITUTE OBLIGATIONS OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL SUBDIVISION OR AGENCY THEREOF OR A PLEDGE OF THE FAITH AND CREDIT OF ANY OF THEM. NEITHER THE STATE OF TEXAS NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, INCLUDING THE CITY, SHALL BE OBLIGATED TO PAY THE BONDS OR THE INTEREST THEREON. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE PLEDGED TO THE PAYMENT OF PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, OR INTEREST ON THE BONDS.

[Remainder of page intentionally left blank for signature]

Dated _____, 2024.

Dwayne Ariola, Mayor
City of Taylor, Texas

EXHIBIT A

MINUTES OF PUBLIC HEARING

MINUTES OF PUBLIC HEARING

Re: Texas Home Collaborative
Multifamily Housing Revenue Bonds
(Taylor RAD Family – Phase I)

For the benefit of the City of Taylor, the undersigned hearing officer had the public hearing called to order at 9:16 a.m. on December 6, 2023, and the hearing was conducted telephonically pursuant to Section 147(f) of the Internal Revenue Code.

The public hearing, required under Section 147(f) of the Internal Revenue Code of 1986, was declared open for purposes of discussing the above-referenced Bonds, the proceeds of which will be loaned to Taylor RAD Family, LP to acquire, rehabilitate and maintain a multifamily residential rental facility to be known as Taylor RAD Family – Phase I (the “Project”) located at approximately 202, 204, 301, 302, 303, 305, 307 E. 8th Street, 201, 203, 304, 306, 309, 311, 313, 315 E. 7th Street, 204, 300, 302 E. 9th Street, 701, 703, 804 Washburn Street, and 700, 702 Porter Street, Taylor, Texas 76574.

The required notice of the public hearing for the Project was published in the Taylor Press, being a newspaper of general circulation in the area of operation of the Issuer and the Project, as set forth in the affidavit of publication attached hereto as Exhibit A.

No comments were made by the general public at the public hearing with respect to the Project.

After sufficient time was given for all present to make their comments with respect to the Bonds and the Project, the public hearing was declared closed.

[Signature Page Follows]

Dated as of December 6, 2023.

A handwritten signature in blue ink, appearing to read "Antonio Williams", is positioned above a horizontal line.

Mr. Antonio Williams
Hearing Officer

EXHIBIT A
AFFIDAVIT OF PUBLICATION
(SEE ATTACHED)

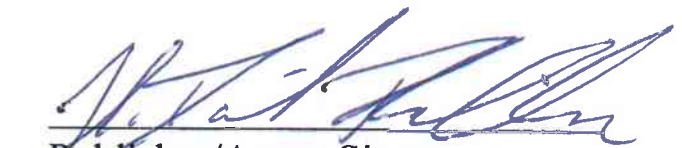
PUBLISHER'S AFFIDAVIT

State of Texas

County of Williamson

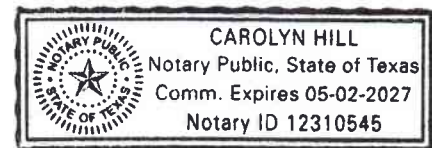
Before me, the undersigned authority, on this day personally appeared Daniel Philhower who being duly sworn, deposes and says that he/she is the publisher/agent of the Taylor Press that said newspaper is regularly published in Williamson County, Texas, and generally circulated in Taylor and was published in said newspaper on the following:

DAY(S): November 26, 2023


Publisher/Agent Signature

Sworn and subscribed before me on this the 5th day of December, 2023.


Notary Public Signature



Carolyn Hill

Printed Name of Notary Public

My commission expires 05-02-2027. (Affix Notary Seal Above)

NOTICE OF PUBLIC HEARING

Notice is hereby given of a public hearing to be held on behalf of the City of Taylor, Texas (the "City"), on December 6, 2023, at 9:15 a.m., via teleconference by dialing the toll-free number 1-877-746-4263, access code 0235201#. This hearing is concerning the issuance of multifamily housing revenue bonds (the "Bonds") by Texas Home Collaborative (the "Issuer"), a non-profit public facility corporation. The Bonds will be issued by the Issuer in one or more series of tax-exempt bonds in an aggregate principal amount not to exceed \$15,000,000. The proceeds of the Bonds will be loaned to Taylor RAD Family, LP (or a related person or affiliate thereof) (the "Borrower"), to finance a portion of the costs of the acquisition and rehabilitation of a multifamily residential rental development to be known as Taylor RAD Family – Phase I (the "Development"), containing approximately 46 units and located at approximately 202, 204, 301, 302, 303, 305, 307 E. 8th Street, 201, 203, 304, 306, 309, 311, 313, 315 E. 7th Street, 204, 300, 302 E. 9th Street, 701, 703, 804 Washburn Street, and 700, 702 Porter Street, Taylor, Texas 76574.

The Bonds will be issued pursuant to the provisions of the Texas Public Facility Corporations Act, Local Government Code, Chapter 303, Vernon's Texas Code, as amended (the "Act"). The Bonds are expected to be issued as "exempt facility bonds" for a qualified residential rental project pursuant to Section 142(a)(7) and (d) of the Internal Revenue Code of 1986, as amended (the "Code"). The initial owner of the Development will be the Borrower identified above.

All interested persons are invited to attend such public hearing to express their views with respect to the Development and the issuance of the Bonds. Questions, comments or requests for additional information may be directed to Mr. Antonio Williams, Village Communities of Texarkana, Texas, 1611 N. Robison Road, Texarkana, Texas 75501 or (903) 838-8548.

This notice is published and the above-described hearing is to be held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the exclusion from gross income for federal income tax purposes of the interest on the Bonds, other than any taxable bonds.

RESOLUTION NO. 2024-01_____

A RESOLUTION AUTHORIZING NEGOTIATIONS AND EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF TAYLOR, TEXAS TO MAINTAIN THE NUMBER OF BOARD MEMBERS FOR THA DEVELOPMENT PFC, A PUBLIC FACILITY CORPORATION CREATED BY THE TAYLOR HOUSING AUTHORITY, FOR THE PURPOSES OF FURTHERING THE REDEVELOPMENT OF MARY OLSON APARTMENTS, AND ANY OTHER ACTIONS DESIRABLE OR NECESSARY IN CONNECTION THEREWITH

WHEREAS, the Commissioners of the Taylor Housing Authority (the "Authority"), and its development partner, Knight Development, LLC (the "Developer") are collaborating on the Redevelopment Plan for that certain 46-unit low income multifamily housing project located in Taylor, Williamson County, Texas, known as Mary Olson Apartments (the "Project") and to be owned and operated by Taylor RAD Family, LP (the "Partnership"); and

WHEREAS, the Authority authorized the formation of, and sponsored, THA Development PFC, a Texas public facility corporation ("PFC"), to assist with promoting decent, safe, and sanitary affordable housing within its jurisdiction, for the purpose developing housing for residents; and

WHEREAS, PFC is the sole member of Taylor RAD Family GP, LLC, a Texas limited liability company ("General Partner"), which serves as the general partner of the Partnership; and

WHEREAS, the Project needs funding to cover the costs of making the necessary repairs to fix the Project to improve the quality of life for the tenants; and

WHEREAS, the City of Taylor, Texas ("City") must approve certain financing options for the Authority and Partnership to achieve the necessary redevelopment; and

WHEREAS, in connection therewith, the City desires to enter into an interlocal cooperation agreement with the Authority (the "Interlocal Agreement") whereby the Authority will refrain from making any appointment to the PFC Board of Commissioners or amending the bylaws of the PFC to include a methodology for the appointment of directors are different from current methods for appointing PFC directors and

WHEREAS, the Board of Commissioners of the Authority (the "Board") has determined that it is in the furtherance of the public purposes of the City of Taylor, Texas, and the Authority to approve the foregoing plans;

NOW THEREFORE, BE IT RESOLVED in connection with the transactions contemplated by these resolutions, the undersigned, the Board hereby adopts the following resolutions:

RESOLVED, the Board authorizes its Executive Director to negotiate, review, execute and approve the Interlocal Agreement, and negotiate, review, execute and/or approve any and all

documents, instruments, certificates and other writings of every nature whatsoever in connection with such agreement; and be it further

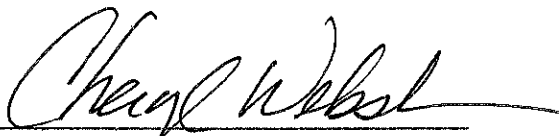
RESOLVED, that the Executive Director be and is authorized and directed for and on behalf, and as the act and deed of the Authority, to execute and deliver all documents, instruments, certificates and other writings of every nature whatsoever necessary or desirable to consummate the transactions described herein and to take such other action in the consummation of the transactions herein contemplated as such officer shall deem to be necessary or desirable, without the necessity of attestation by a secretary or any other officer of the Authority and with or without a seal of the Authority and any and all acts heretofore taken by the Executive Director to such end are hereby expressly ratified and confirmed as the acts and deeds of the Authority; and be it further

RESOLVED, that the Executive Director be, and it hereby is, authorized to do any and all acts and things and to execute any and all agreements, consents, and documents as in her opinion may be necessary, convenient, or appropriate in order to carry out the purposes and intent of any of the foregoing resolutions; and be it further

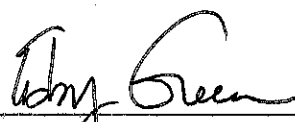
RESOLVED, that the signing of these resolutions shall constitute full ratification of any actions taken in contemplation of these resolutions by the signatories.

These resolutions shall be in full force and effect from and upon its adoption.

PASSED AND APPROVED THIS 23rd **DAY OF** May, 2024


CHAIR

ATTEST:


SECRETARY



City Council Meeting June 13, 2024 Transmittal Letter

STRATEGIC PILLAR

Quality of Life
Economic Vitality

Agenda Item Number: 8.

Agenda Title: Consider Ordinance 2024-28, PZ 2024 2085 regarding requests to change place type zoning at 4 different lots.

Council Action to be Taken: Consider adopting Ordinance 2024 -28.

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE / DESCRIPTION

Consider requests from individual property owners to change the designated place type zoning districts for their properties in the Land Development Code.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

This is the sixth tranche of place type change requests which were received after the second City wide consultation on the new Land Development Code. The Land Development Code was adopted in November 2023.

There is an individual report for each change request.

During the six months following the adoption of the Land Development Code, these change requests will be processed free of charge to property owners. This is the last tranche of free place type change requests. Requests can still be made but they will be charge a fee.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Consistent with the 5 big ideas in the Comprehensive Plan • Implementation of the community's vision to return to a historic pattern of	• It will take time for the community and staff to acclimate to the new code.

- | | |
|---|--|
| walkable, mixed use neighborhoods
• Bringing more properties into conformity with the zoning regulations | |
|---|--|

4. RECOMMENDATION

At their May 14, 2024, meeting the Planning and Zoning Commission made a recommendation on each of the individual place type zoning change requests. The Commission's recommendations are recorded on each individual change request.

5. FUNDING SOURCE

N/A

6. TIMELINE

Planning and Zoning Commission public hearing and recommendation – May 14, 2024

City Council public hearing and ordinance introduction – May 23, 2024

City Council consideration of ordinance approval – June 13, 2024

7. OTHER OPTIONS

N/A

8. ATTACHMENTS

1. _08a_PZ-2024-2085_701 Carlos G Parker Blvd Staff Report
2. _08a1_PZ-2024-2085 - Carlos G Parker - Location Map
3. _08a2_PZ-2024-2085 - Carlos G Parker - Current Zoning
4. _08a3_PZ-2024-2085 - Carlos G Parker - Proposed Zoning
5. _08a4_PZ-2024-2085 - Carlos G Parker - Notification Map
6. _08a5_PZ-2024-2085 - Carlos G Parker - Request Form
7. _08b_PZ-2024-2085_2103 Donna Drive Staff Report
8. _08b1_PZ-2024-2085 - Donna Dr - Location Map
9. _08b2_PZ-2024-2085 - Donna Dr - Current Zoning
10. _08b3_PZ-2024-2085 - Donna Dr - Proposed Zoning
11. _08b4_PZ-2024-2085 - Donna Dr - Notification Map
12. _08b5_PZ-2024-2085 - Donna Dr - Request Form
13. _08c1_PZ-2024-2085 - West Lake Dr - Location Map
14. _08c_PZ-2024-2085_2313 W Lake Staff Report
15. _08c2_PZ-2024-2085 - West Lake Dr - Current Zoning
16. _08c3_PZ-2024-2085 - West Lake Dr - Proposed Zoning
17. _08c4_PZ-2024-2085 - West Lake Dr - Notification Map

18. _08c5_PZ-2024-2085 - West Lake Dr - Request Form
19. _08d_PZ-2024-2085_3705 Old Georgetown Rd Staff Report
20. _08d1_PZ-2024-2085 - Old Georgetown - Location Map
21. _08d2_PZ-2024-2085 - Old Georgetown Rd - Current Zoning
22. _08d3_PZ-2024-2085 - Old Georgetown Rd - Proposed Zoning
23. _08d4_PZ-2024-2085 - Old Georgetown - Notification Map
24. _08d5_PZ-2024-2085 - Old Georgetown - Request Form
25. _08e_PZ-2024-2085 Ordinance 2024-28 (2)
26. _08e Exhibit A_PZ-2024-2085 - Donna Dr - Request Form
27. _08e ExhibitA_PZ-2024-2085 - West Lake Dr - Request Form
28. _08e Exhibit A_PZ-2024-2085 - Carlos G Parker - Request Form
29. _08e Exhibit A_PZ-2024-2085 - Old Georgetown - Request Form
30. _08E Exhibit B_PZ-2024-2085 - Carlos G Parker - Proposed Zoning
31. _08e Exhibit B_PZ-2024-2085 - Donna Dr - Proposed Zoning
32. _08e Exhibit B_PZ-2024-2085 - Old Georgetown Rd - Proposed Zoning
33. _08e ExhibitB_PZ-2024-2085 - 2313 West Lake Dr - Proposed Zoning P3
34. _08f_Presentation_place type requests

**City of Taylor
Place Type Change Request
Staff Report**

Item Details

Agenda No.	8
Address/Location:	701 Carlos G. Parker Blvd NW
Legal Description:	Fireman's Addition, Lot 1 (PT), Acres 3.649 (R367817)
Date Submitted:	4/17/2024
Current Place Type:	P5 – Urban Center
Requested Place Type:	EC – Employment Center
Future Land Use:	Market Community
Requestor:	Chul Kon Yang
Staff Analysis:	<p>The requestor is seeking to develop the lot with a mix of office warehouse use at the rear and retail use at the front of the site.</p> <p>Highway Commercial and Industrial building types are not permitted in P5 – Urban Center. Additionally, no parking is also permitted in the first two layers of the site in P5. The most appropriate place type designation to fit the requestor's development desires would be an Employment Center designation.</p> <p>The First Baptist Church on Mallard Lane is adjacent to the eastern property line. To the north of the site is the residential subdivision known as The Grove.</p> <p>All areas designated as Employment Center require an Employment Center Plan to be approved prior to any development activity on the property. If this place type request is granted the Employment Center Plan for this location, given its proximity and juxtaposition to the adjoining residential subdivision to the north and northeast, needs to provide:</p> <p class="margin-left: 40px;">(i) That the proposed employment center uses, layout of the proposed buildings and accessory structures/apparatus do not negatively impact the adjacent residential properties.</p>
Staff Recommendation:	Approval of place type EC –Employment Center at 701 Carlos G Parker Blvd NW with the condition that the Employment Center Plan provides sufficient protection for the adjoining residential properties from the proposed office warehouse/retail uses and any other Employment Center uses are limited to those that are compatible with the adjoining neighborhood.
P&Z Recommendation:	Approval of place type EC –Employment Center at 701 Carlos G Parker Blvd NW with the condition that the Employment Center Plan provides sufficient protection for the adjoining residential properties

from the proposed office warehouse/retail uses and any other Employment Center uses are limited to those that are compatible with the adjoining neighborhood.

Attachments

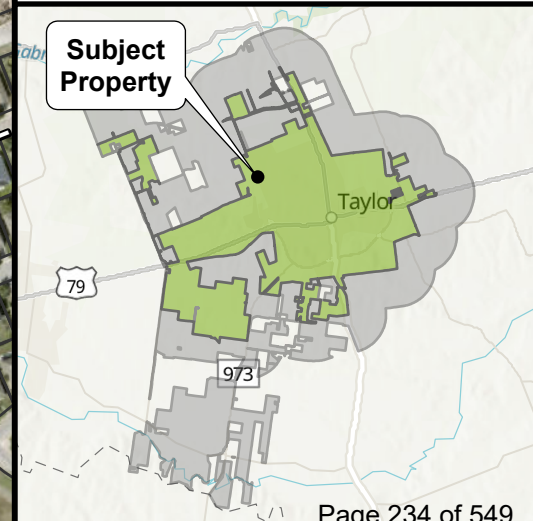
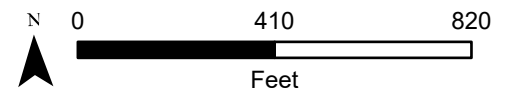
1. Location Map
2. Current zoning
3. Proposed zoning
4. Notification map
5. Place type request form



PZ-2024-2085

**701 Carlos G Parker Blvd.
Place Type Change Request
Location Map
Approximately 3.7 acres**

-  City Limits
-  ETJ Boundary
-  Subject Property
-  Parcels

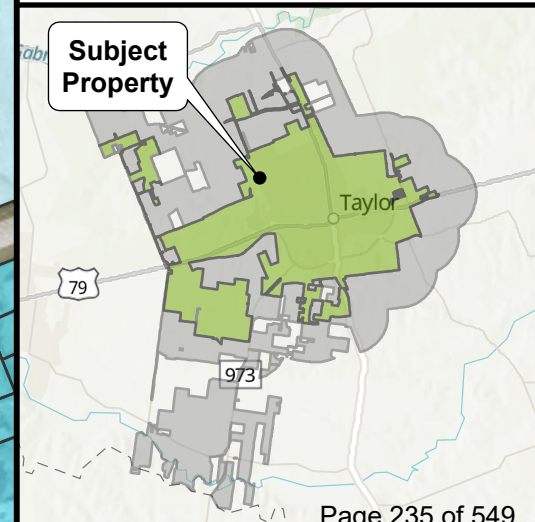




PZ-2024-2085

701 Carlos G Parker Blvd.
Place Type Change Request
Current Zoning Map
Approximately 3.7 acres

City Limits	Place Type Zoning
Subject Property	P2: Rural
Parcels	P2.5: Large Lot
Overlay Zoning	P3: Neighborhood
	P4: Mix
	P5: Urban Center
	CS: Civic Space

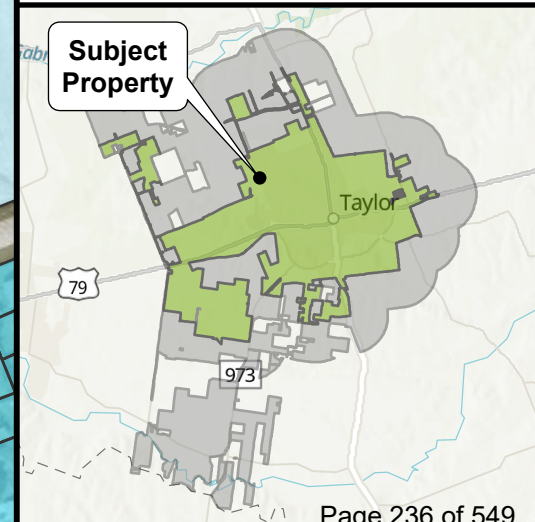




PZ-2024-2085

701 Carlos G Parker Blvd.
Place Type Change Request
Proposed Zoning Map
Approximately 3.7 acres

City Limits	Place Type Zoning
Subject Property	P2: Rural
Parcels	P2.5: Large Lot
Planned Development Overlay	P3: Neighborhood
	P4: Mix
	P5: Urban Center
	CS: Civic Space
	EC: Employment Center

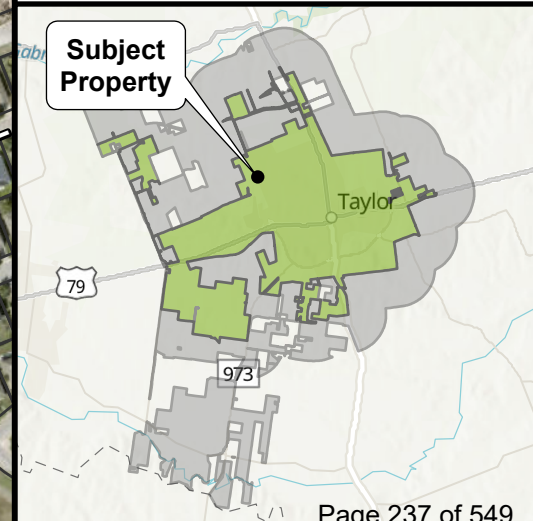
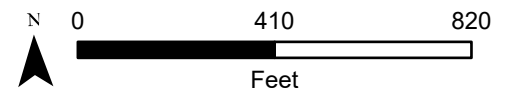




PZ-2024-2085

701 Carlos G Parker Blvd.
Place Type Change Request
Notification Map
Approximately 3.7 acres

- City Limits
- ETJ Boundary
- Notified Properties
- 200-ft. Buffer
- Subject Property
- Parcels





Proposed Place Type Zoning Change Request Form
(PLEASE PRINT SO THE INFORMATION CAN BE EASILY READ)

Name(s) of property owner(s): Chul Kon Yang / SNJ Holdings LLC
Address for the proposed zoning change: 701 Carlos G Parker Blvd Taylor TX 76574
Phone: 714-293-9242 E-mail: cky.teic@gmail.com

Current Place Type Zoning (Circle One)

Requested Place Type Zoning (Circle One)

P1 - Nature

P1 - Nature

P2 - Rural P2 - Rural

P2 - Rural

P2C - Rural Commercial

P2C - Rural Commercial

P2.5 - Large Lot

P2.5 - Large Lot

P3 - Neighborhood

P3 - Neighborhood

P3M - Manufactured Housing

P3M - Manufactured Housing

P4 - Mix

P4 - Mix

☒ P5 - Urban Center

☒ P5 - Urban Center

EC - Employment Center

☒ EC - Employment Center

CS - Civic Space

CS - Civic Space

Reason for the Proposed Place Type Zoning Change Request:

1ST & 2ND LEVEL PARKING REQUIRED FOR RETAIL CENTER, NO RETENTION FOR REQUIREMENTS ON OUR PROPERTY,

If you have any questions or need help completing this form, please call 512-365-3863

☐ The following signatories hereby confirm that they are the owner(s) of the property that is the subject of this zoning request. (please check box)

Owner Name 1: Chul Kon Yang Signature: CKY Date: 4/17/2024
Owner Name 2: _____ Signature: _____ Date: _____

Additional owners, please attach names and signatures to this form. If you are the authorized agent of the property owner, please attach an agent authorization form to this form.

*Please return the completed request form to (1) Development Services Department at City Hall, 400 Porter St., Taylor TX 76574 or (2) email the completed request form to planning@taylortx.gov

**City of Taylor
Place Type Change Request
Staff Report**

Item Details

Agenda No.	8
Address/Location:	2103 Donna Drive
Legal Description:	S3530 – Dahlberg Estates Section 3, Block D, Lot 11 (R016005)
Date Submitted:	4/9/2024
Current Place Type:	P4 – Mix
Requested Place Type:	P3 – Neighborhood
Future Land Use:	Neighborhood Infill
Requestor:	The Linda M. Rees Copenhaver Revocable Living Trust
Staff Analysis:	The requestor has stated that they “want neighborhood not mix”. This property was previously zoned MF2 – Multi Family Residential District. In the translation from the old zoning districts to the new place type zoning MF2 became P4 – Mix. The existing property is a single-family dwelling. Single family dwellings are permitted in both place type P4 and P3. Place type P3 has less options than place type P4. A similar request by 2105 Donna Drive was approved by City Council in March 2024
Staff Recommendation:	Approval of Place Type P3 – Neighborhood at 2103 Donna Drive.
P&Z Recommendation:	Approval of Place Type P3 – Neighborhood at 2103 Donna Drive.

Attachments

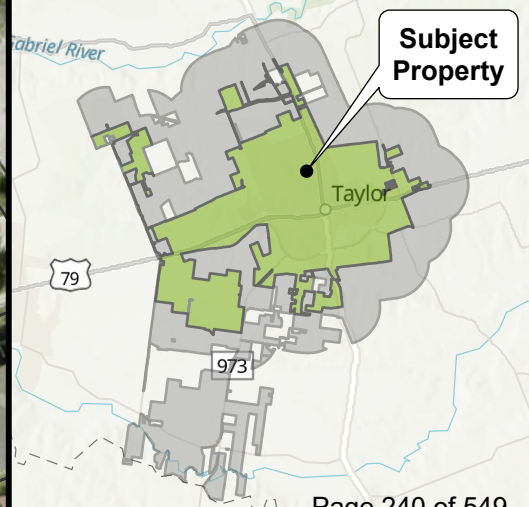
1. Location Map
2. Current zoning
3. Proposed zoning
4. Notification map
5. Place type request form



PZ-2024-2085

**2103 Donna Dr.
Place Type Change Request
Location Map
Approximately 0.2 acres**

-  City Limits
-  Subject Property
-  Parcels





PZ-2024-2085

**2103 Donna Dr.
Place Type Change Request
Current Zoning Map
Approximately 0.2 acres**

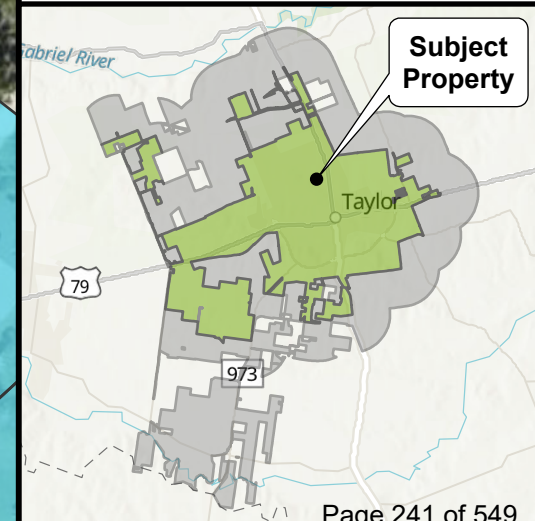
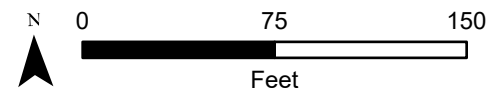
-  City Limits
-  Subject Property
-  Parcels

Overlay Zoning

-  P1: Nature

Place Type Zoning

-  P3: Neighborhood
-  P4: Mix
-  CS: Civic Space





PZ-2024-2085

**2103 Donna Dr.
Place Type Change Request
Proposed Zoning Map
Approximately 0.2 acres**

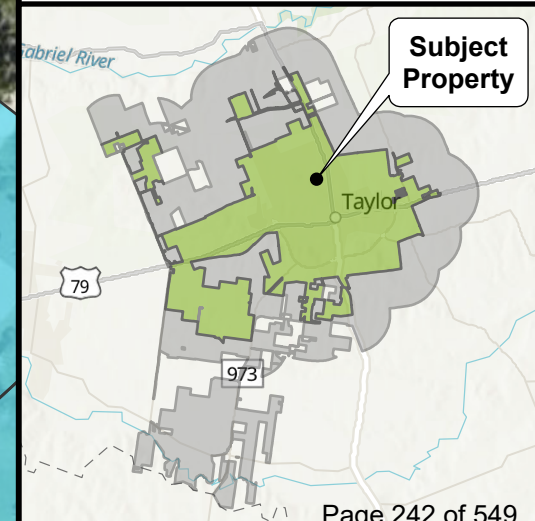
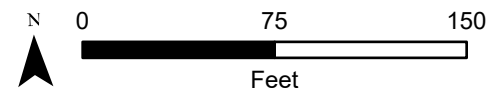
-  City Limits
-  Subject Property
-  Parcels

Overlay Zoning

-  P1: Nature

Place Type Zoning

-  P3: Neighborhood
-  P4: Mix
-  CS: Civic Space

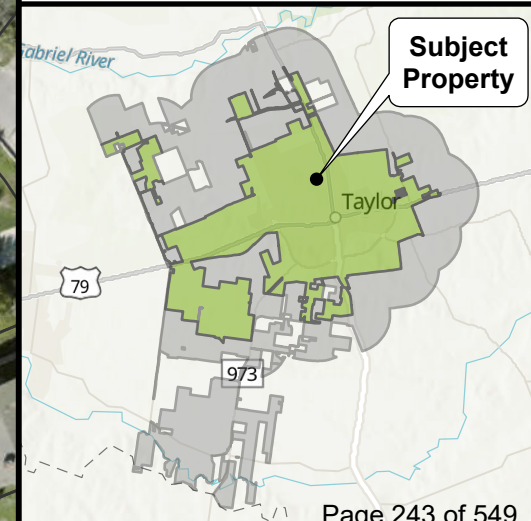




PZ-2024-2085

**2103 Donna Dr.
Place Type Change Request
Notification Map
Approximately 0.2 acres**

-  City Limits
-  Subject Property
-  200-ft. Buffer
-  Notified Properties
-  Parcels





Proposed Place Type Zoning Change Request Form
(PLEASE PRINT SO THE INFORMATION CAN BE EASILY READ)

Name(s) of property owner(s): The Linda M. Rees Copenhagen Revocable Living Trust
Address for the proposed zoning change: 2103 Donna Drive, Taylor, TX 76574
Phone: 512 352-8269 E-mail: none

Current Place Type Zoning (Circle One)

Requested Place Type Zoning (Circle One)

P1 - Nature

P1 - Nature

P2 - Rural P2 - Rural

P2 - Rural

P2C - Rural Commercial

P2C - Rural Commercial

P2.5 - Large Lot

P2.5 - Large Lot

P3 - Neighborhood

P3 - Neighborhood

P3M - Manufactured Housing

P3M - Manufactured Housing

P4 - Mix

P4 - Mix

P5 - Urban Center

P5 - Urban Center

EC - Employment Center

EC - Employment Center

CS - Civic Space

CS - Civic Space

Reason for the Proposed Place Type Zoning Change Request:

want neighborhood - not mix match neighbor at 2105 Donna Drive
case #: PZ-2023-1985

If you have any questions or need help completing this form, please call 512 365 3863

☒ The following signatories hereby confirm that they are the owner(s) of the property that is the subject of this zoning request. (please check box)

Owner Name 1: The Linda M. Rees Copenhagen Revocable Living Trust Signature: Linda M. Copenhagen Date: 4-9-2024
Owner Name 2: _____ Signature: _____ Date: _____

Additional owners, please attach names and signatures to this form. If you are the authorized agent of the property owner, please attach an agent authorization form to this form.

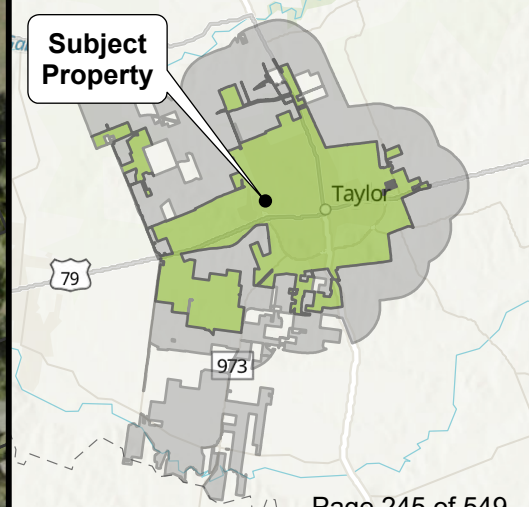
*Please return the completed request form to (1) Development Services Department at City Hall, 400 Porter St., Taylor TX 76574 or (2) email the completed request form to planning@taylortx.gov



PZ-2024-2085

2313 West Lake Dr.
Place Type Change Request
Location Map
Approximately 1.0 acres

-  City Limits
-  Subject Property
-  Parcels



**City of Taylor
Place Type Change Request
Staff Report**

Item Details

Agenda No.	8
Address/Location:	2313 W. Lake Drive
Legal Description:	1.0-acre tract of land situated in the W.R. Williams Survey, Abstract No. 665, more particularly described by the Williamson Central Appraisal District Parcel R019757, Taylor, Williamson County, Texas
Date Submitted:	4/18/2024
Current Place Type:	P2.5 – Large Lot
Requested Place Type:	P4 – Mix
Future Land Use:	Neighborhood Infill
Requestor:	Stephen Belz & Shelley Gill
Staff Analysis:	The requestor is seeking P4 – Mix Place Type, “to be able to fully utilize the 1 acre of land available...we could add either a row of town homes/condos, or 4-5 more ADUs of some type.” P4 – Mix regulates a variety of building types ranging from smaller commercial buildings to intermixed house-form commercial and attached and detached residential. The subject property is a narrow lot consisting of 1-acre of land located at the periphery of an established neighborhood and adjacent to P3 – Neighborhood and P4 – Mix. Additional Building Types permissible in the P4 – Mix Place Type would likely create a built-in buffer adjacent the EC – Employment Center zoning to the west of the subject property. The narrowness of the subject property creates many development challenges and will likely require collaboration with adjoining lot(s) to create a successful infill development. Higher intensity of development needs to be well designed so as not to be harmful to the adjacent residential properties. When the Place Type Zonings were adopted the City Council and Planning and Zoning Commission opted to remove P4 – Mix Place Types from various intersections along W. Lake Drive. Further consideration for specific uses will be determined at the Platting and Site Development phases.
Staff Recommendation:	Denial of – P4 – Mix Place Type at 2313 W. Lake Drive. P3 – Neighborhood would be a more appropriate Place Type given the comments listed above.

P&Z**Recommendation:**

Denial of – P4 – Mix Place Type at 2313 W. Lake Drive.

Recommend approval to P3 – Neighborhood at 2313 W Lake Drive.

Attachments

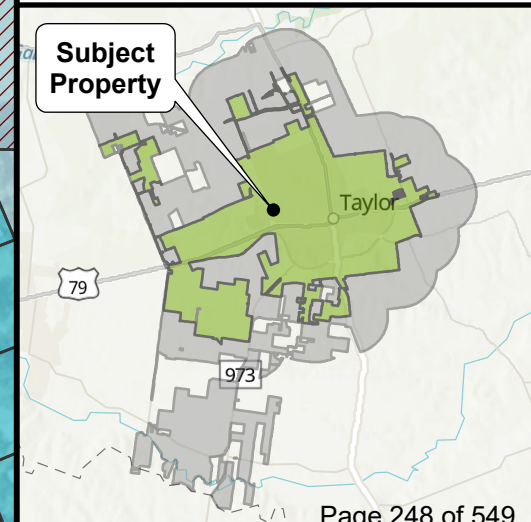
1. Location Map
2. Current Place Type Map
3. Proposed Place Type Map
4. Notification Map
5. Place Type Request Form



PZ-2024-2085

2313 West Lake Dr.
Place Type Change Request
Current Zoning Map
Approximately 1.0 acres

	City Limits	Place Type Zoning
	Subject Property	 P2.5: Large Lot
	Parcels	 P3: Neighborhood
	Planned Development Overlay	 P5: Urban Center
		 EC: Employment Center

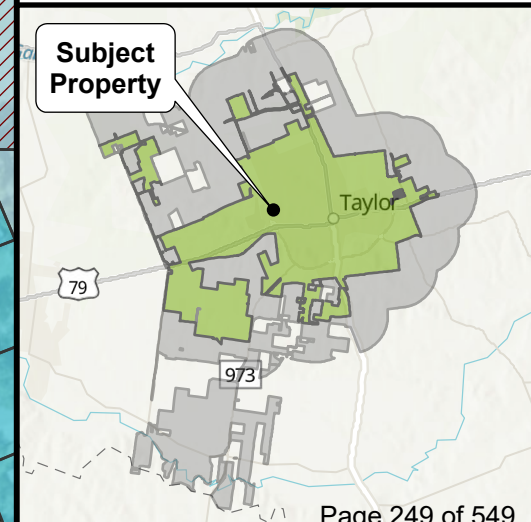




PZ-2024-2085

2313 West Lake Dr.
Place Type Change Request
Proposed Zoning Map
Approximately 1.0 acres

City Limits	Place Type Zoning
Subject Property	P2.5: Large Lot
Parcels	P3: Neighborhood
Overlay Zoning	P5: Urban Center
Planned Development Overlay	EC: Employment Center
	P4: Mix

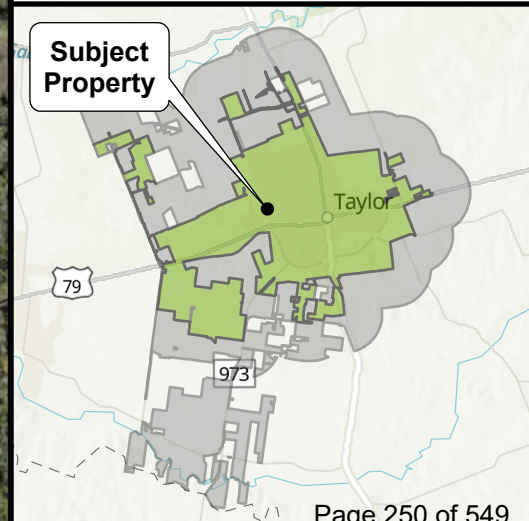




PZ-2024-2085

2313 West Lake Dr.
Place Type Change Request
Notification Map
Approximately 1.0 acres

-  City Limits
-  Subject Property
-  200-ft. Buffer
-  Notified Properties
-  Parcels



Proposed Place Type Zoning Change Request Form
(PLEASE PRINT SO THE INFORMATION CAN BE EASILY READ)



Name(s) of property owner(s): Stephen W. Belz & Shelley Gill
Address for the proposed zoning change: 2313 W. Lake Dr, Taylor 76574
Phone: (92) 785-6660 E-mail: shelleygill96@gmail.com

Current Place Type Zoning (Circle One)

Requested Place Type Zoning (Circle One)

P1 - Nature
P2 - Rural P2 - Rural
P2C - Rural Commercial
P2.5 - Large Lot
P3 - Neighborhood
P3M - Manufactured Housing
P4 - Mix
P5 - Urban Center
EC - Employment Center
CS - Civic Space

P1 - Nature
P2 - Rural
P2C - Rural Commercial
P2.5 - Large Lot
P3 - Neighborhood
P3M - Manufactured Housing
P4 - Mix
P5 - Urban Center
EC - Employment Center
CS - Civic Space

Reason for the Proposed Place Type Zoning Change Request:

To be able to fully utilize the 1
acre of land available.

If you have any questions or need help completing this form, please call 512-365-3863

☒ The following signatories hereby confirm that they are the owner(s) of the property that is the subject of this zoning request. (please check box)

Owner Name 1: Stephen Belz Signature: [Signature] Date: 4-18-2024
Owner Name 2: Shelley Gill Signature: [Signature] Date: 4-18-2024

Additional owners, please attach names and signatures to this form. If you are the authorized agent of the property owner, please attach an agent authorization form to this form.

*Please return the completed request form to (1) Development Services Department at City Hall, 400 Porter St., Taylor TX 76574 or (2) email the completed request form to planning@taylortx.gov

**City of Taylor
Place Type Change Request
Staff Report**

Item Details

Agenda No.	8
Address/Location:	3705 Old Georgetown Road (R019627)
Legal Description:	2.203-acre tract of land situated in the Samuel Pharrass Survey, Abstract No. 496, more particularly described by the Williamson Central Appraisal District Parcel R019627, Taylor, Williamson County, Texas
Date Submitted:	3/26/2024
Current Place Type:	CS – Civic Space
Requested Place Type:	P2 – Rural
Future Land Use:	Neighborhood Greenfield
Requestor:	Sam Kirchoff & Kit Machen (Taylor Heritage Partners, LLC)
Staff Analysis:	The requestor submitted a Place Type Change Request to correctly reflect their designation that is no longer associated with the church to the south (Linea De Vida Church). Their lot was sold off by the Church in November. The city officially adopted the new Place Type Zoning in November as well and it is likely that a change in ownership (and thus place type) was not captured at the end of the adoption process. P2 includes various residential uses (attached and detached dwellings, manufactured home park, recreation vehicle park), but no commercial uses.
Staff Recommendation:	Approve P2 – Rural Place Type at 3705 Old Georgetown Rd. (R019627)
P&Z Recommendation:	Approve P2 – Rural Place Type at 3705 Old Georgetown Rd. (R019627)

Attachments

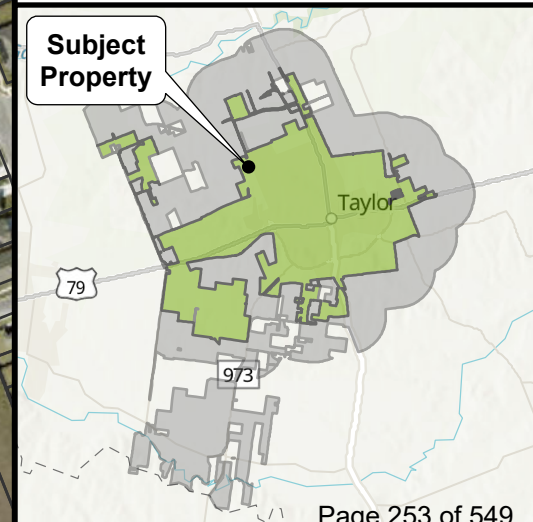
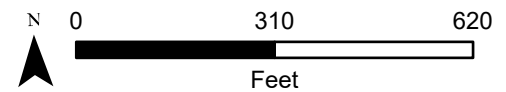
1. Location Map
2. Current Place Type Map
3. Proposed Place Type Map
4. Notification Map
5. Place Type Request Form



PZ-2024-2085

**3705 Old Georgetown Rd.
Place Type Change Request
Location Map
Approximately 2.2 acres**

-  City Limits
-  ETJ Boundary
-  Subject Property
-  Parcels

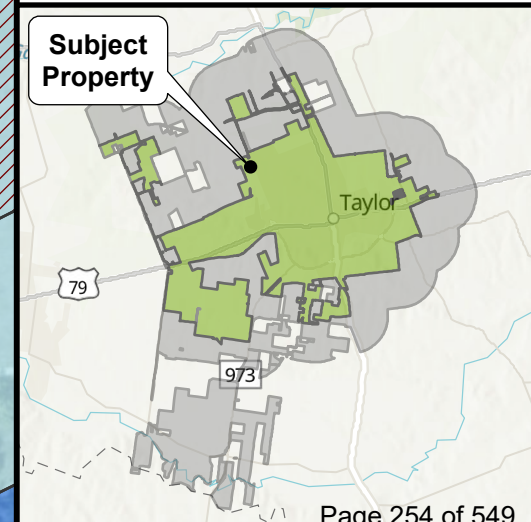




PZ-2024-2085

**3705 Old Georgetown Rd.
Place Type Change Request
Current Zoning Map
Approximately 2.2 acres**

- | | |
|-----------------------------|--------------------------|
| City Limits | Place Type Zoning |
| Subject Property | P2: Rural |
| Parcels | P2.5: Large Lot |
| Overlay Zoning | P3: Neighborhood |
| Planned Development Overlay | P4: Mix |
| P1: Nature | CS: Civic Space |

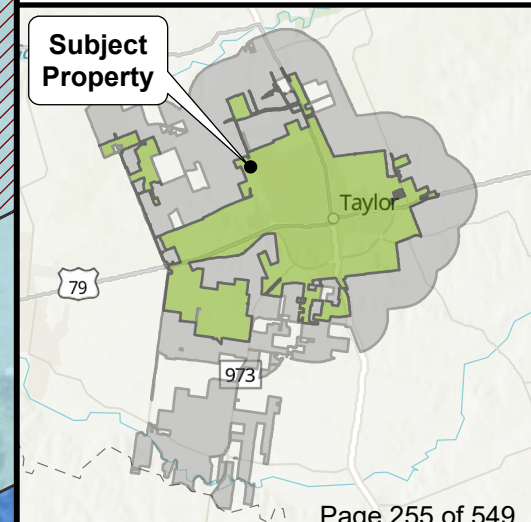




PZ-2024-2085

3705 Old Georgetown Rd.
Place Type Change Request
Proposed Zoning Map
Approximately 2.2 acres

City Limits		Place Type Zoning	
	City Limits		P2: Rural
	Subject Property		P2.5: Large Lot
	Parcels		P3: Neighborhood
Overlay Zoning			P4: Mix
	Planned Development Overlay		
	P1: Nature		

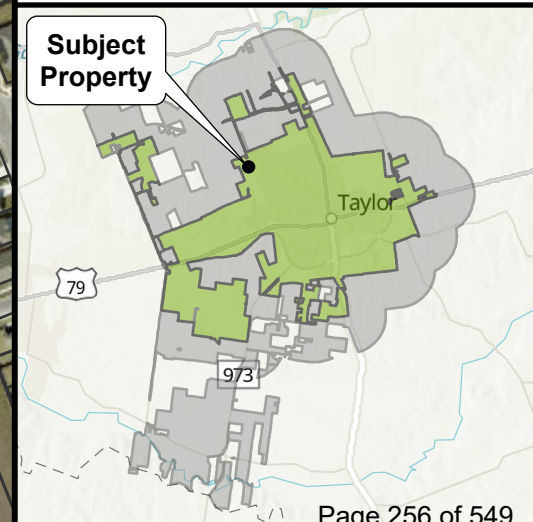
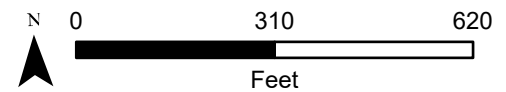




PZ-2024-2085

3705 Old Georgetown Rd.
Place Type Change Request
Notification Map
Approximately 2.2 acres

- City Limits
- ETJ Boundary
- Subject Property
- 200-ft. Buffer
- Notified Properties
- Parcels



Proposed Place Type Zoning Change Request Form
(PLEASE PRINT SO THE INFORMATION CAN BE EASILY READ)



Name(s) of property owner(s): Taylor Heritage Partners, LLC (Sam Kirchoff & Kit Machen)

Address for the proposed zoning change: Legal: 3705 Old Georgetown Rd (tract 1, 3701 by mailing address) R019627

Phone: 254-592-3417 E-mail: samjkirchoff@gmail.com & kit_machen@yahoo.com

Current Place Type Zoning (Circle One)

Requested Place Type Zoning (Circle One)

P1 - Nature

P1 - Nature

P2 - Rural P2 - Rural

P2 - Rural

P2C - Rural Commercial

P2C - Rural Commercial

P2.5 - Large Lot

P2.5 - Large Lot

P3 - Neighborhood

P3 - Neighborhood

P3M - Manufactured Housing

P3M - Manufactured Housing

P4 - Mix

P4 - Mix

P5 - Urban Center

P5 - Urban Center

EC - Employment Center

EC - Employment Center

CS- Civic Space

CS - Civic Space

Reason for the Proposed Place Type Zoning Change Request:

We believe this designation might be in error, but good intention. The church is actually one lot South (3705 - Tract 2).

Our lot was sold off by the church in November for use as its designation of B-1 commercial. The property is intended for commercial use.

If you have any questions or need help completing this form, please call 512-365-3863

☐ The following signatories hereby confirm that they are the owner(s) of the property that is the subject of this zoning request. (please check box)

Owner Name 1: Sam Kirchoff Signature: Sam Kirchoff Date: 3/26/2024
Owner Name 2: Kit Machen Signature: Kit Machen Date: 3/26/2024

Additional owners, please attach names and signatures to this form. If you are the authorized agent of the property owner, please attach an agent authorization form to this form.

*Please return the completed request form to (1) Development Services Department at City Hall, 400 Porter St., Taylor TX 76574 or (2) email the completed request form to planning@taylortx.gov

ORDINANCE NO. 2024-28

AN ORDINANCE CHANGING THE PLACE TYPE ZONING FOR THE FOLLOWING PROPERTIES, MORE PARTICULARLY DESCRIBED BY WILLIAMSON CENTRAL APPRAISAL DISTRICT PARCELS: R367817 (GENERALLY LOCATED AT 701 CARLOS G. PARKER BLVD. NW) FROM P5 (URBAN CENTER) TO EC (EMPLOYMENT CENTER WITH CONDITIONS), R016005 (GENERALLY LOCATED AT 2103 DONNA DRIVE) FROM P4 (MIX) TO P3 (NEIGHBORHOOD), R019757 (GENERALLY LOCATED AT 2313 W. LAKE DRIVE) FROM P2.5 (LARGE LOT) TO P3 (NEIGHBORHOOD) AND R019627 (GENERALLY LOCATED AT 3705 OLD GEORGETOWN ROAD) FROM CS (CIVIC SPACE) TO P2 (RURAL), AMENDING THE OFFICIAL PLACE TYPE ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE PLACE TYPE ZONING CHANGES ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Taylor City Council conducted a public hearing on May 23, 2024, to consider the requests made by the applicants, whose properties are legally described in **Exhibit “A”** the Place Type Change Request Form attached hereto and incorporated by reference herein for all purposes (“Properties”), to change the place type zoning as described above and as shown in **Exhibit “B”** on the Place Type Zoning Map.

WHEREAS, the Planning and Zoning Commission, after proper notice, conducted a public hearing on May 14, 2024, to consider the place type zoning requests, and recommended approval of the place type zoning changes to the City Council; and

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

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 place type zoning changes of this Properties are changed from:

Place Type Zoning District P5 (Urban Center) to EC (Employment Center) at 701 Carlos G Parker Blvd NW (R367817)

Place Type Zoning District P4 (Mix) to P3 (Neighborhood) at 2103 Donna Drive (R019757)

Place Type Zoning District P2.5 (Large Lot) to P3 (Neighborhood) at 2313 W.Lake Drive

Place Type Zoning District CS (Civic Space) to P2 (Rural) at 3705 Old Georgetown Road (R019627)

SECTION 3. The official place type zoning map of the City of Taylor, Texas, is changed to show the Property place type zoning as described in Section 2 and as shown in **Exhibit “B”**.

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. The conditions associated with the Employment Center zoning for the property at 701 Carlos G Parker Blvd NW (R367817) are as follows:

Prior to any development on this site an Employment Center Plan must first be approved and shall address the following items in addition to all other requirements for an Employment Center Plan:

(i) given the proximity and juxtaposition to the adjoining residential subdivision to the north and northeast, need to provide that the proposed employment center uses, layout of the proposed buildings and accessory structures/apparatus do not negatively impact the adjacent residential properties.

SECTION 6. 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 7. In accordance with Article VIII of the City Charter, Ordinance 2024-28 was introduced before the Taylor City Council on the 23rd day of May 2024.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2024.

Dwayne Ariola, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Mark Schroeder,
City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, 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. 2024-28 passed and approved by the City Council of the City of Taylor, Texas, on the 13th day of June 2024, 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 13th day of June 2024.

Dianna McLean
City Clerk

EXHIBIT A
(Place Type Change Request Forms)

EXHIBIT B
(Proposed Place Type Maps)



Proposed Place Type Zoning Change Request Form
(PLEASE PRINT SO THE INFORMATION CAN BE EASILY READ)

Name(s) of property owner(s): The Linda M. Rees Copenhagen Revocable Living Trust
Address for the proposed zoning change: 2103 Donna Drive, Taylor, TX 76574
Phone: 512 352-8269 E-mail: none

Current Place Type Zoning (Circle One)

Requested Place Type Zoning (Circle One)

P1 - Nature

P1 - Nature

P2 - Rural P2 - Rural

P2 - Rural

P2C - Rural Commercial

P2C - Rural Commercial

P2.5 - Large Lot

P2.5 - Large Lot

P3 - Neighborhood

P3 - Neighborhood

P3M - Manufactured Housing

P3M - Manufactured Housing

P4 - Mix

P4 - Mix

P5 - Urban Center

P5 - Urban Center

EC - Employment Center

EC - Employment Center

CS - Civic Space

CS - Civic Space

Reason for the Proposed Place Type Zoning Change Request:

want neighborhood - not mix match neighbor at 2105 Donna Drive
case #: PZ-2023-1985

If you have any questions or need help completing this form, please call 512 365 3863

☒ The following signatories hereby confirm that they are the owner(s) of the property that is the subject of this zoning request. (please check box)

Owner Name 1: The Linda M. Rees Copenhagen Revocable Living Trust Signature: Linda M. Copenhagen Date: 4-9-2024
Owner Name 2: _____ Signature: _____ Date: _____

Additional owners, please attach names and signatures to this form. If you are the authorized agent of the property owner, please attach an agent authorization form to this form.

*Please return the completed request form to (1) Development Services Department at City Hall, 400 Porter St., Taylor TX 76574 or (2) email the completed request form to planning@taylortx.gov

Proposed Place Type Zoning Change Request Form
(PLEASE PRINT SO THE INFORMATION CAN BE EASILY READ)



Name(s) of property owner(s): Stephen W. Belz & Shelley Gill
Address for the proposed zoning change: 2313 W. Lake Dr, Taylor 76574
Phone: (92) 785-6660 E-mail: shelleygill96@gmail.com

Current Place Type Zoning (Circle One)

P1 - Nature
P2 - Rural P2 - Rural
P2C - Rural Commercial
P2.5 - Large Lot
P3 - Neighborhood
P3M - Manufactured Housing
P4 - Mix
P5 - Urban Center
EC - Employment Center
CS - Civic Space

Requested Place Type Zoning (Circle One)

P1 - Nature
P2 - Rural
P2C - Rural Commercial
P2.5 - Large Lot
P3 - Neighborhood
P3M - Manufactured Housing
P4 - Mix
P5 - Urban Center
EC - Employment Center
CS - Civic Space

Reason for the Proposed Place Type Zoning Change Request:

To be able to fully utilize the 1
acre of land available.

If you have any questions or need help completing this form, please call 512-365-3863

☒ The following signatories hereby confirm that they are the owner(s) of the property that is the subject of this zoning request. (please check box)

Owner Name 1: Stephen Belz Signature: [Signature] Date: 4-18-2024
Owner Name 2: Shelley Gill Signature: [Signature] Date: 4-18-2024

Additional owners, please attach names and signatures to this form. If you are the authorized agent of the property owner, please attach an agent authorization form to this form.

*Please return the completed request form to (1) Development Services Department at City Hall, 400 Porter St., Taylor TX 76574 or (2) email the completed request form to planning@taylortx.gov



Proposed Place Type Zoning Change Request Form
(PLEASE PRINT SO THE INFORMATION CAN BE EASILY READ)

Name(s) of property owner(s): Chul Kon Yang / SNJ Holdings LLC
Address for the proposed zoning change: 701 Carlos G Parker Blvd Taylor TX 76574
Phone: 714-293-9242 E-mail: cky.teic@gmail.com

Current Place Type Zoning (Circle One)

Requested Place Type Zoning (Circle One)

P1 - Nature

P1 - Nature

P2 - Rural P2 - Rural

P2 - Rural

P2C - Rural Commercial

P2C - Rural Commercial

P2.5 - Large Lot

P2.5 - Large Lot

P3 - Neighborhood

P3 - Neighborhood

P3M - Manufactured Housing

P3M - Manufactured Housing

P4 - Mix

P4 - Mix

☒ P5 - Urban Center

☒ P5 - Urban Center

EC - Employment Center

☒ EC - Employment Center

CS - Civic Space

CS - Civic Space

Reason for the Proposed Place Type Zoning Change Request:

1ST & 2ND LEVEL PARKING REQUIRED FOR RETAIL CENTER, NO RETENTION FOR REQUIREMENTS ON OUR PROPERTY,

If you have any questions or need help completing this form, please call 512-365-3863

☐ The following signatories hereby confirm that they are the owner(s) of the property that is the subject of this zoning request. (please check box)

Owner Name 1: Chul Kon Yang Signature: CKY Date: 4/17/2024
Owner Name 2: _____ Signature: _____ Date: _____

Additional owners, please attach names and signatures to this form. If you are the authorized agent of the property owner, please attach an agent authorization form to this form.

*Please return the completed request form to (1) Development Services Department at City Hall, 400 Porter St., Taylor TX 76574 or (2) email the completed request form to planning@taylortx.gov

Proposed Place Type Zoning Change Request Form
(PLEASE PRINT SO THE INFORMATION CAN BE EASILY READ)



Name(s) of property owner(s): Taylor Heritage Partners, LLC (Sam Kirchoff & Kit Machen)

Address for the proposed zoning change: Legal: 3705 Old Georgetown Rd (tract 1, 3701 by mailing address) R019627

Phone: 254-592-3417 E-mail: samjkirchoff@gmail.com & kit_machen@yahoo.com

Current Place Type Zoning (Circle One)

Requested Place Type Zoning (Circle One)

P1 - Nature

P1 - Nature

P2 - Rural P2 - Rural

P2 - Rural

P2C - Rural Commercial

P2C - Rural Commercial

P2.5 - Large Lot

P2.5 - Large Lot

P3 - Neighborhood

P3 - Neighborhood

P3M - Manufactured Housing

P3M - Manufactured Housing

P4 - Mix

P4 - Mix

P5 - Urban Center

P5 - Urban Center

EC - Employment Center

EC - Employment Center

CS- Civic Space

CS - Civic Space

Reason for the Proposed Place Type Zoning Change Request:

We believe this designation might be in error, but good intention. The church is actually one lot South (3705 - Tract 2).

Our lot was sold off by the church in November for use as its designation of B-1 commercial. The property is intended for commercial use.

If you have any questions or need help completing this form, please call 512-365-3863

☐ The following signatories hereby confirm that they are the owner(s) of the property that is the subject of this zoning request. (please check box)

Owner Name 1: Sam Kirchoff Signature: Sam Kirchoff Date: 3/26/2024

Owner Name 2: Kit Machen Signature: Kit Machen Date: 3/26/2024

Additional owners, please attach names and signatures to this form. If you are the authorized agent of the property owner, please attach an agent authorization form to this form.

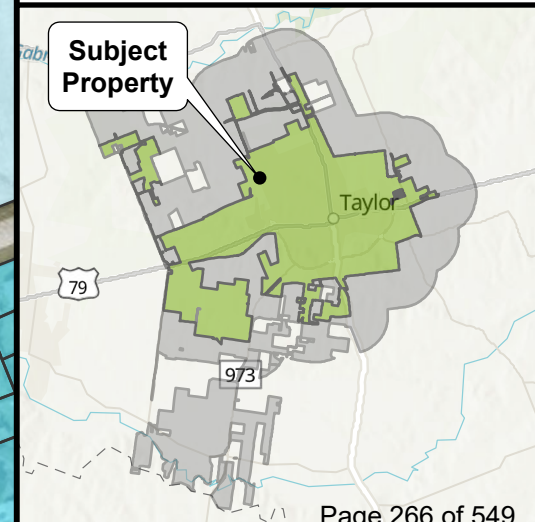
*Please return the completed request form to (1) Development Services Department at City Hall, 400 Porter St., Taylor TX 76574 or (2) email the completed request form to planning@taylortx.gov



PZ-2024-2085

701 Carlos G Parker Blvd.
Place Type Change Request
Proposed Zoning Map
Approximately 3.7 acres

City Limits	Place Type Zoning
Subject Property	P2: Rural
Parcels	P2.5: Large Lot
Planned Development Overlay	P3: Neighborhood
	P4: Mix
	P5: Urban Center
	CS: Civic Space
	EC: Employment Center





PZ-2024-2085

**2103 Donna Dr.
Place Type Change Request
Proposed Zoning Map
Approximately 0.2 acres**

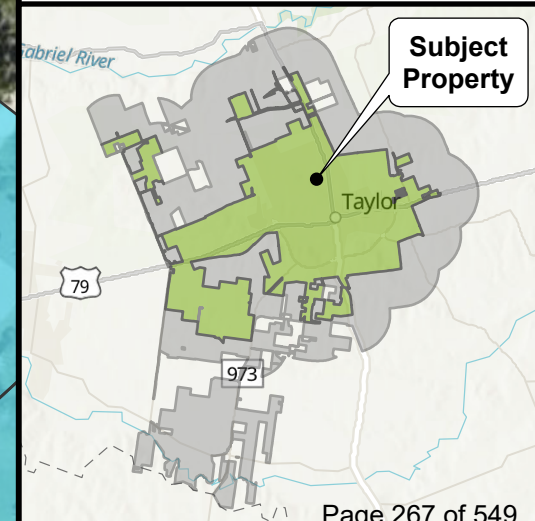
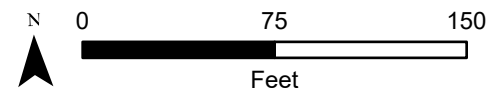
-  City Limits
-  Subject Property
-  Parcels

Overlay Zoning

-  P1: Nature

Place Type Zoning

-  P3: Neighborhood
-  P4: Mix
-  CS: Civic Space

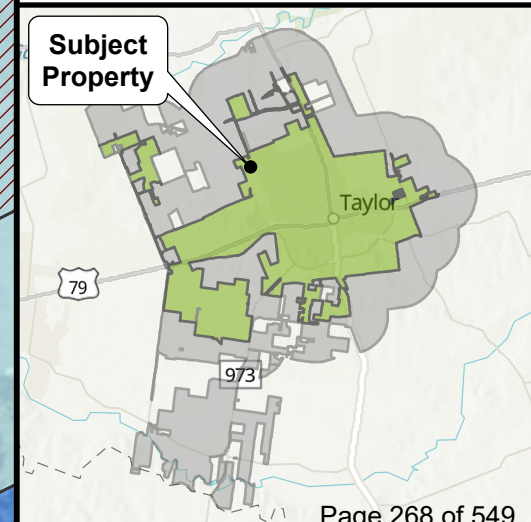




PZ-2024-2085

**3705 Old Georgetown Rd.
Place Type Change Request
Proposed Zoning Map
Approximately 2.2 acres**

- | | |
|-----------------------------|--------------------------|
| City Limits | Place Type Zoning |
| Subject Property | P2: Rural |
| Parcels | P2.5: Large Lot |
| Overlay Zoning | P3: Neighborhood |
| Planned Development Overlay | P4: Mix |
| P1: Nature | |



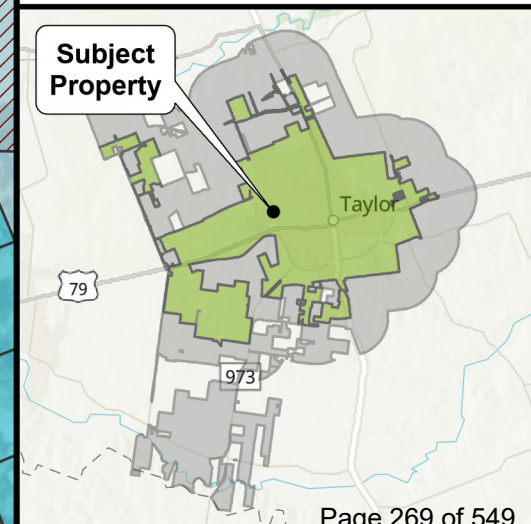


PZ-2024-2085

2313 West Lake Dr.
Place Type Change Request
Proposed Zoning Map
Approximately 1.0 acres

Place Type Zoning	
	P2.5: Large Lot
	P3: Neighborhood
	P5: Urban Center
	EC: Employment Center

Overlay Zoning	
	City Limits
	Subject Property
	Parcels
	Planned Development Overlay



City of Taylor City Council

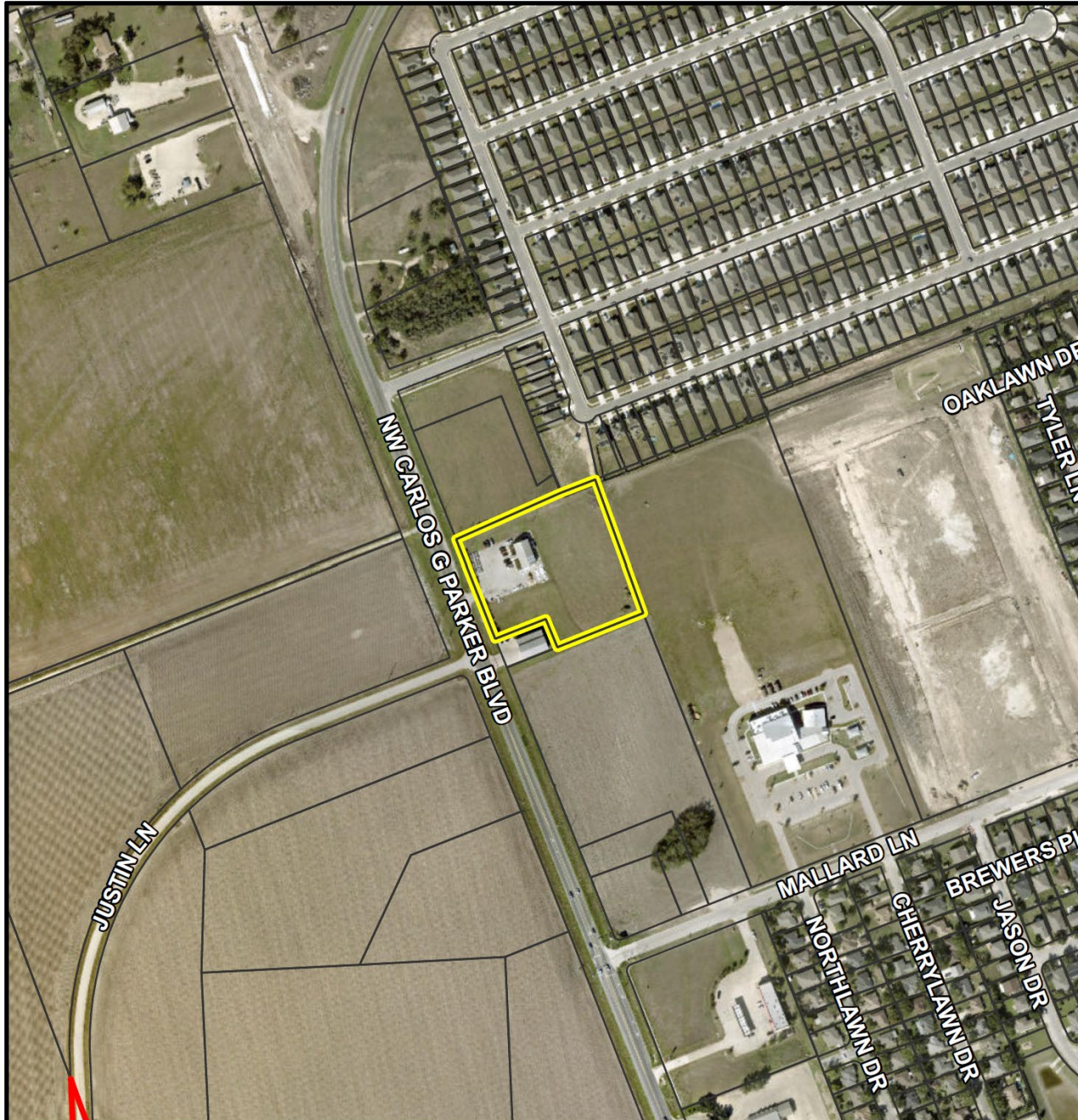
May 23, 2024

PZ-2024-2085

Place Type Change Requests

701 Carlos G. Parker NW
P5 – Urban Center to EC – Employment Center

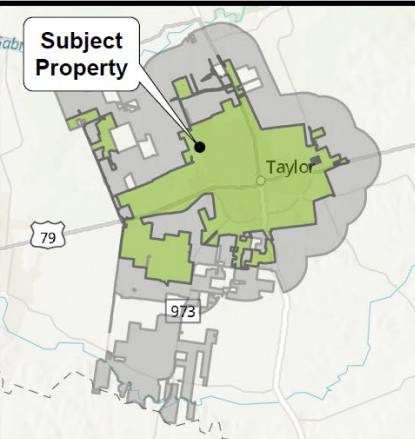
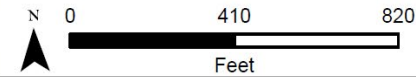
Location Map



PZ-2024-2085

**701 Carlos G Parker Blvd.
Place Type Change Request
Location Map
Approximately 3.7 acres**

-  City Limits
-  ETJ Boundary
-  Subject Property
-  Parcels



Place Type (Zoning)

From → To



4.2.3.8 P5: URBAN CENTER

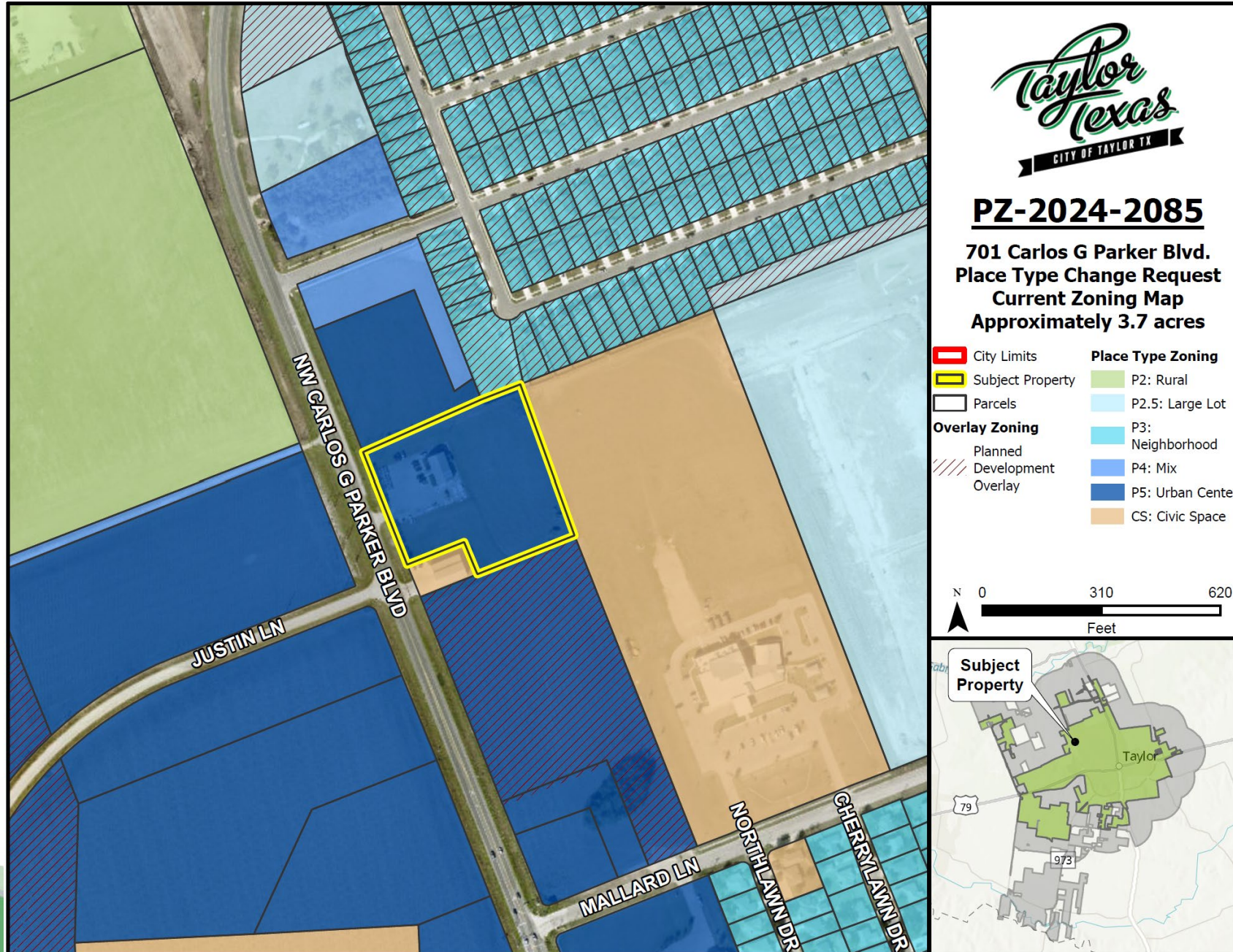
The P5 Urban Center Place Type regulates a higher intensity mixture of building types that accommodate commercial, retail, offices, hotels, and residential. Buildings are set close to the sidewalk with high pedestrian and vehicle traffic. P5 promotes a continuous line of buildings and wide sidewalks critical to defining the public frontage.



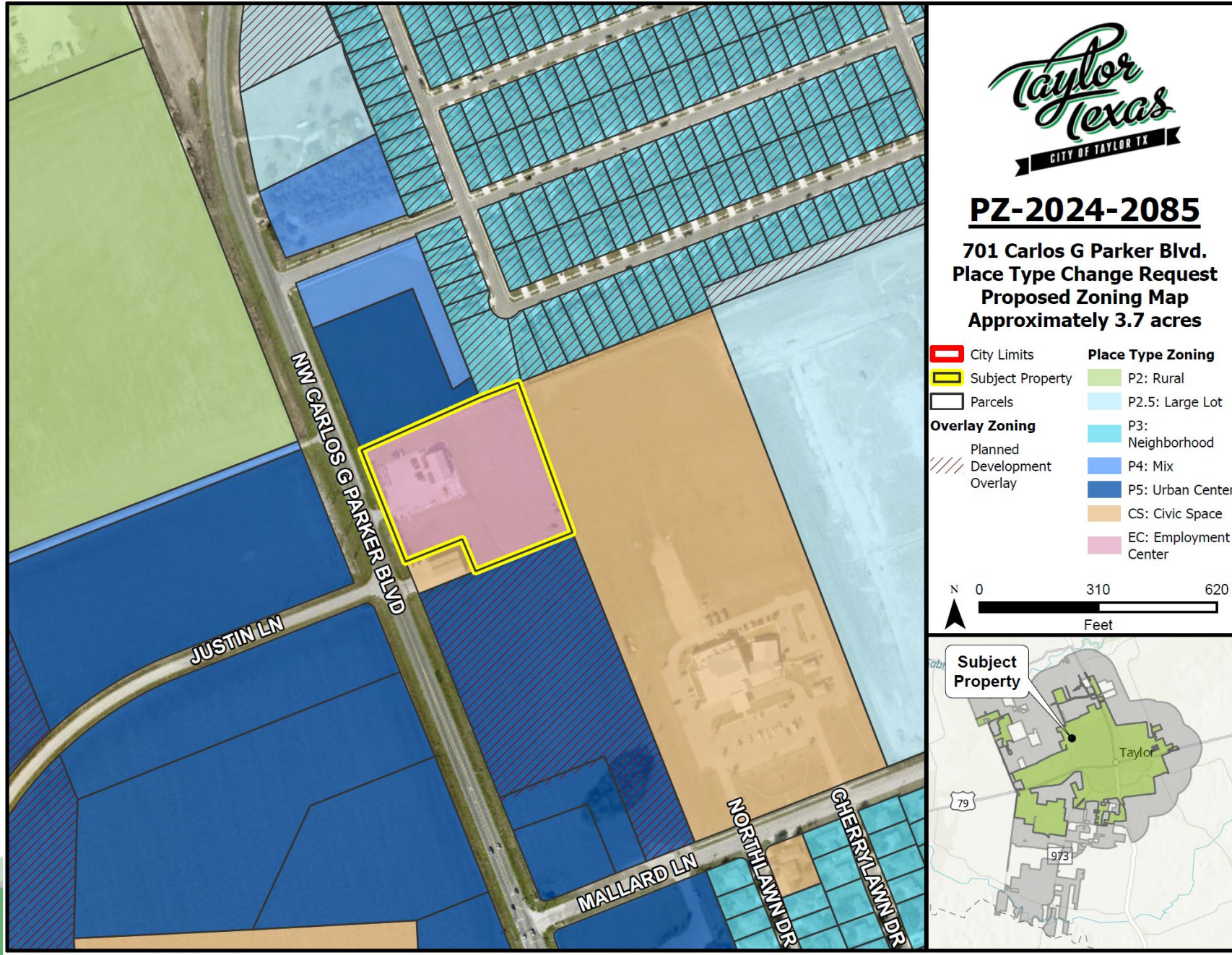
4.2.3.9 EC: EMPLOYMENT CENTER

The EC Employment Center Place Type function, disposition, or configuration cannot, or should not conform to one or more of the Place Types. EC shall be used for job creation centers and building forms that do not fit within the character of the other Place Types. At time of application for an Employment Center Plan, development standards will be determined to fit the needs of the proposed use.

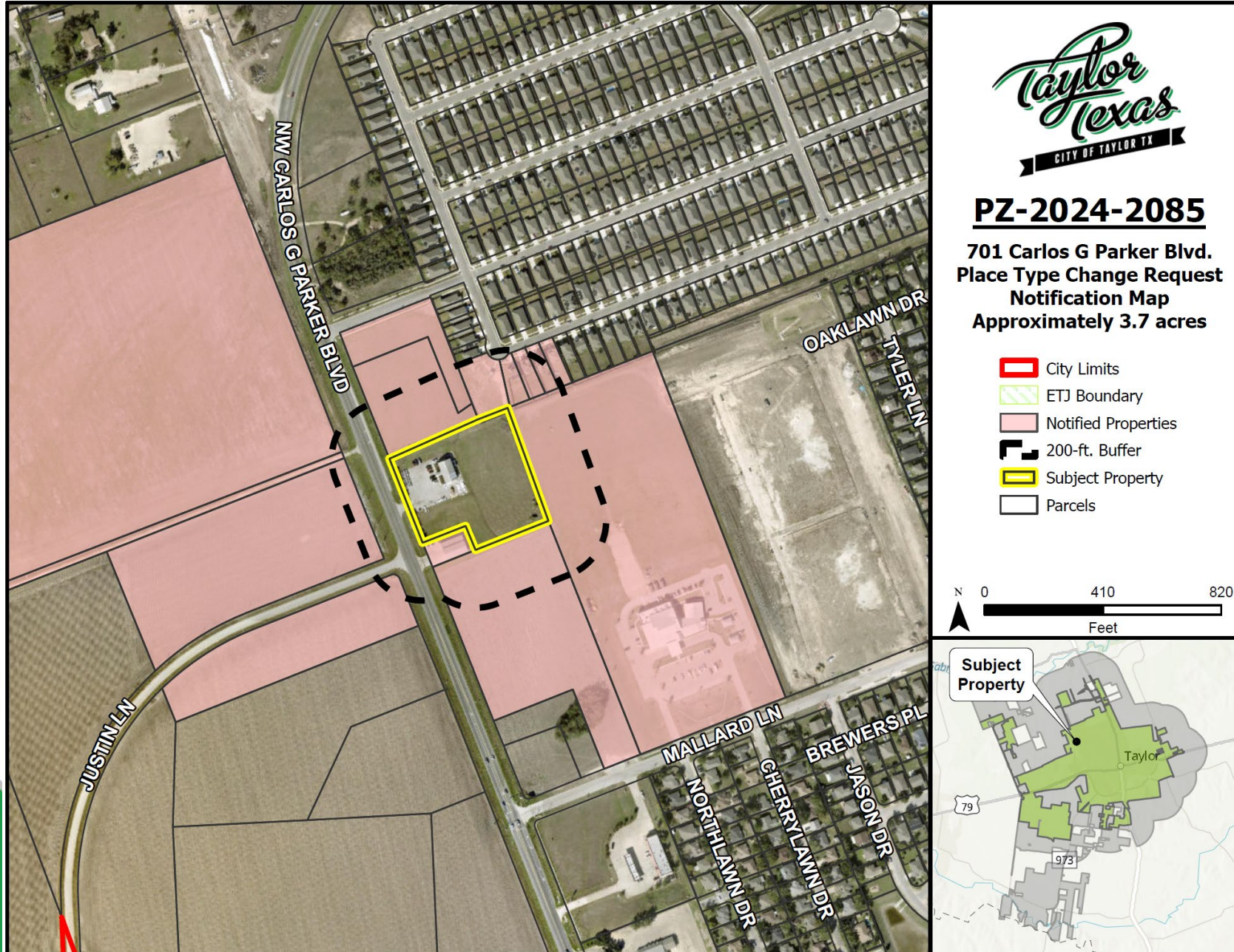
Existing Place Type Zoning



Proposed Place Type Zoning



Notification Map



- 14 notices were sent out to adjacent property owners within 200 ft. of the subject property.
- Staff received no responses in opposition or approval of the request from the notified parties.

Planning & Zoning Commission

Planning & Zoning Commission recommended **Conditional Approval** of the change from P5 – Urban Center to EC – Employment Center.

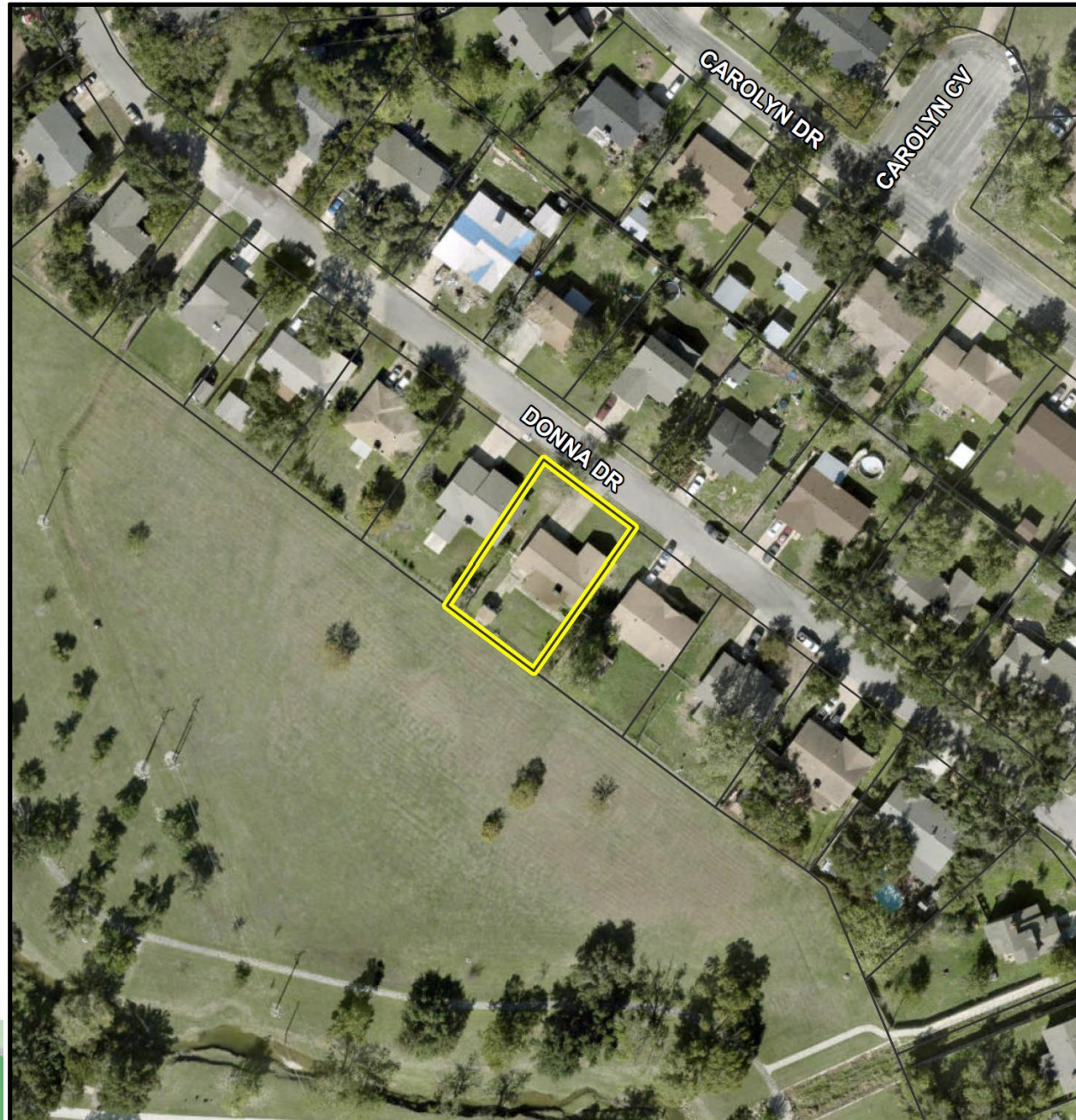
Conditions for Approval:

- The Employment Center Plan provides sufficient protection for the adjoining residential properties from the proposed office warehouse/retail uses and any other Employment Center uses are limited to those that are compatible with the adjoining neighborhood.

2103 Donna Drive

P4 – Mix to P3 – Neighborhood

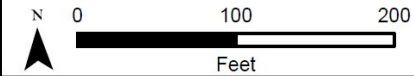
Location Map



PZ-2024-2085

**2103 Donna Dr.
Place Type Change Request
Location Map
Approximately 0.2 acres**

-  City Limits
-  Subject Property
-  Parcels



Place Type (Zoning)

From → To



4.2.3.7 P4: MIX

The P4 Mix Place Type functions as a smooth transition from commercial-oriented P5 Urban Center Place Type outward to the established residential P3 Neighborhood Place Type. P4 Mix regulates a variety of building types ranging from smaller commercial buildings to intermixed house-form commercial and attached and detached residential. It provides flexibility for this area to easily transition between low-intensity commercial and residential building types, allowing for the neighboring P5 Urban Center zoning to expand and contract over time, increasing Taylor's economic resiliency.

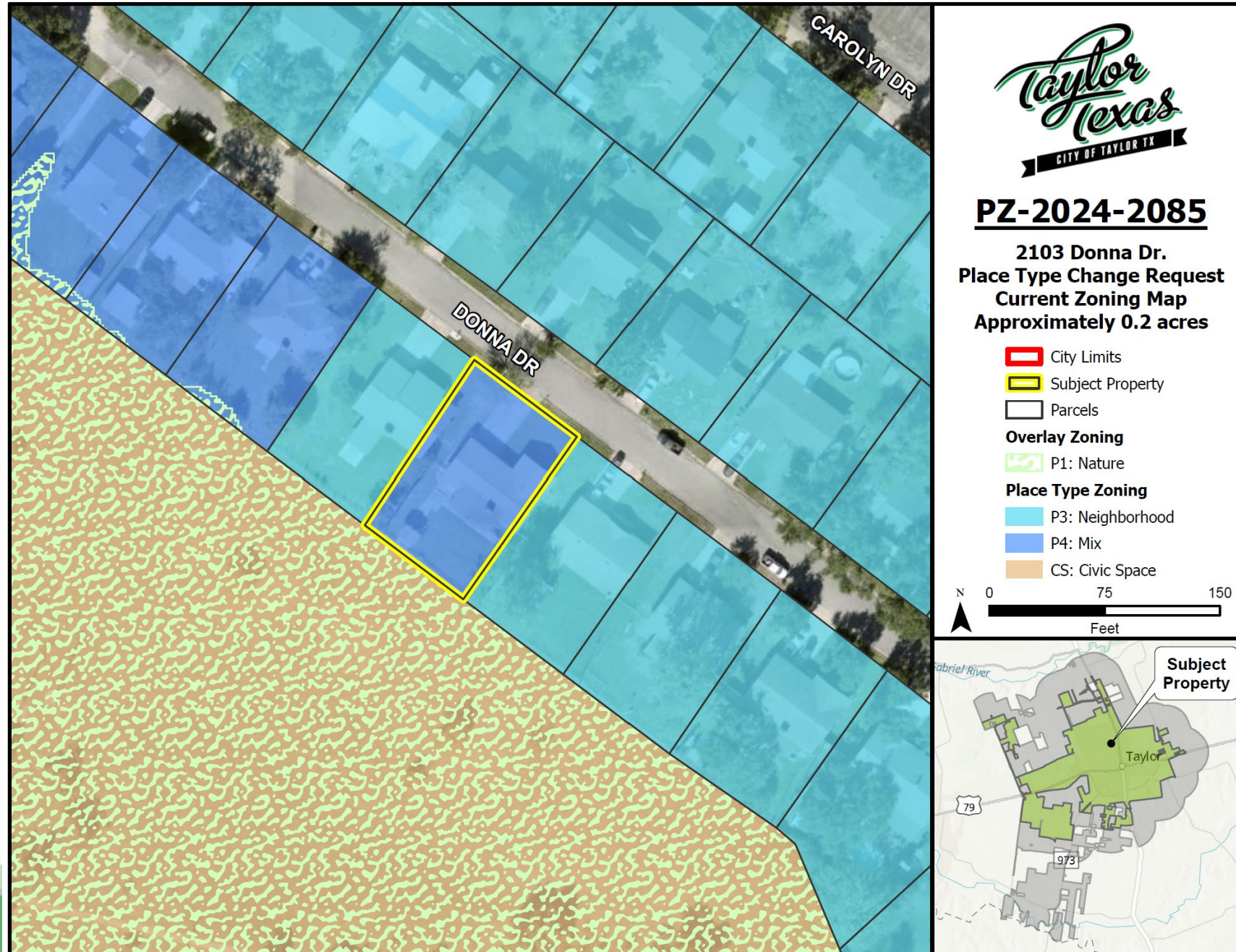


4.2.3.5 P3: NEIGHBORHOOD

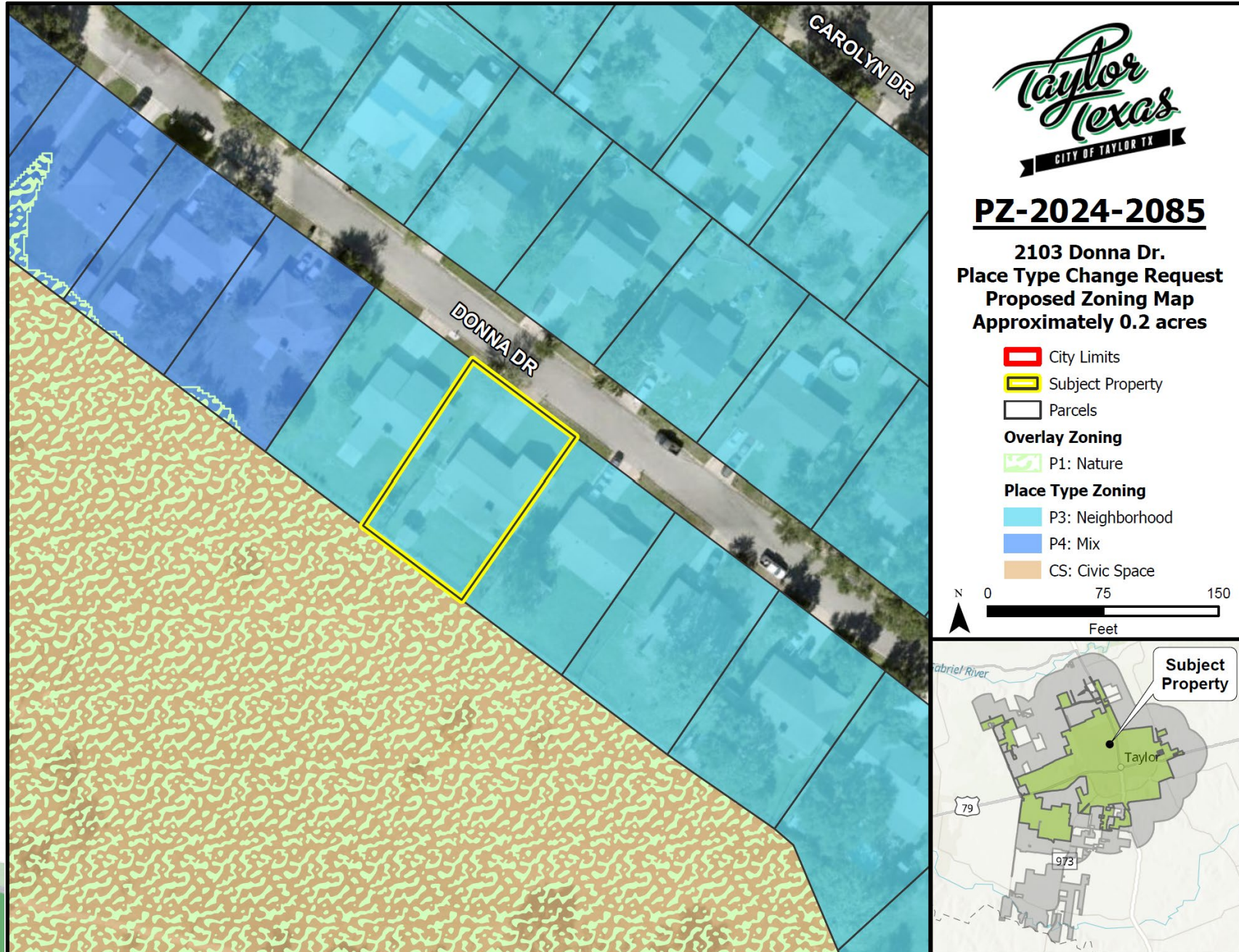
The P3 Neighborhood Place Type generally includes low-density residential areas. P3 is adjacent to higher density Place Types that have some mixed-use buildings. Setbacks vary from relatively deep to shallow. The roads and blocks may be irregular to accommodate natural conditions.

Building Types: Detached & Attached Dwellings, Cottage Court, Duplex, Accessory Dwelling Unit, Residential Accessory, and Civic Buildings.

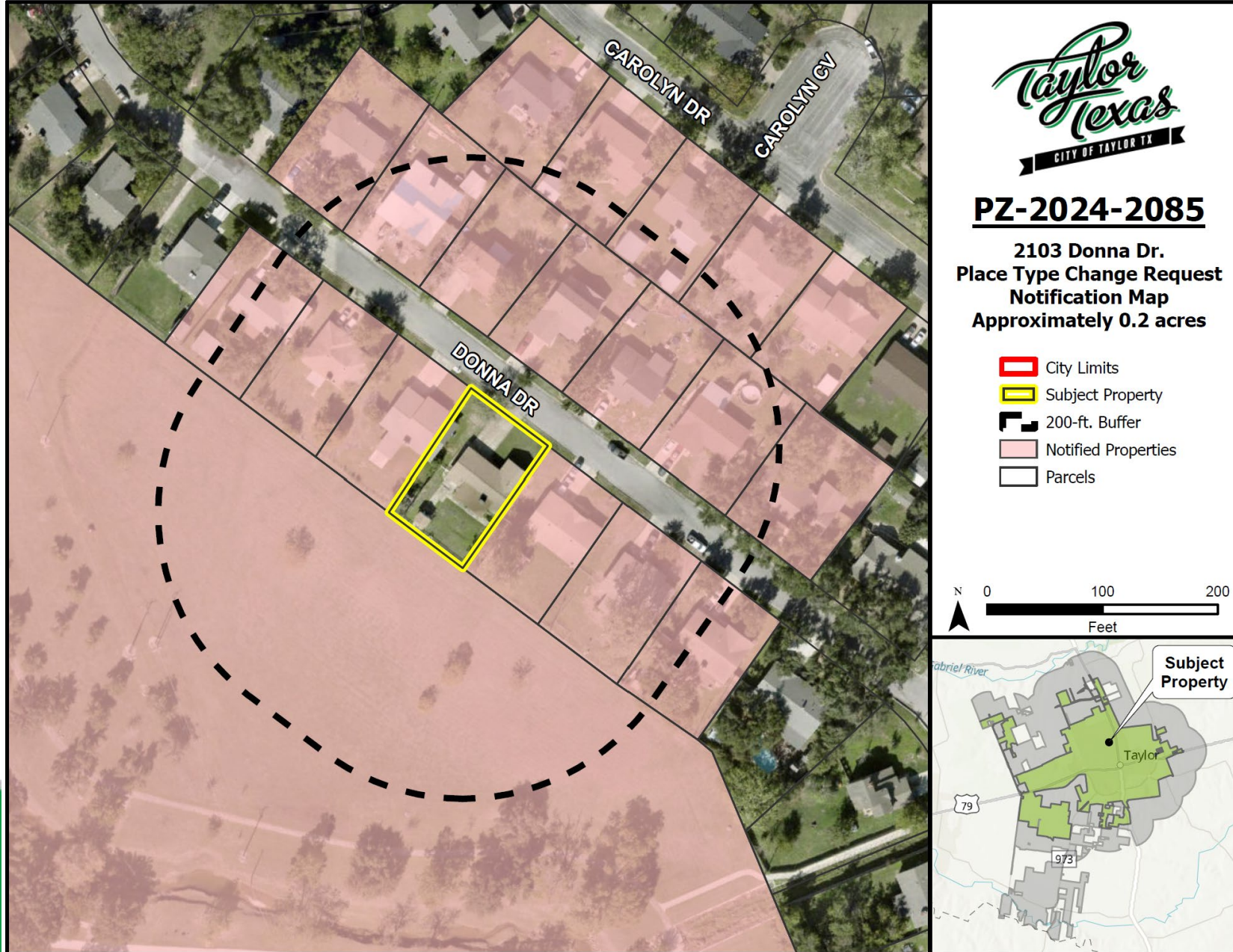
Existing Place Type Zoning



Proposed Place Type Zoning



Notification Map



- 20 notices were sent out to adjacent property owners within 200 ft. of the subject property.
- Staff received no responses in opposition or approval of the request from the notified parties.

Planning & Zoning Commission

Planning & Zoning Commission recommends **Approval** of the change from P4 – Mix to P3 – Neighborhood.

2313 W. Lake Drive
P2.5 – Large Lot to P4 – Mix

Place Type (Zoning)

From → To



4.2.3.4 P2.5: LARGE LOT

The P2.5 Large Lot Place Type includes properties that are one (1) acre or greater.



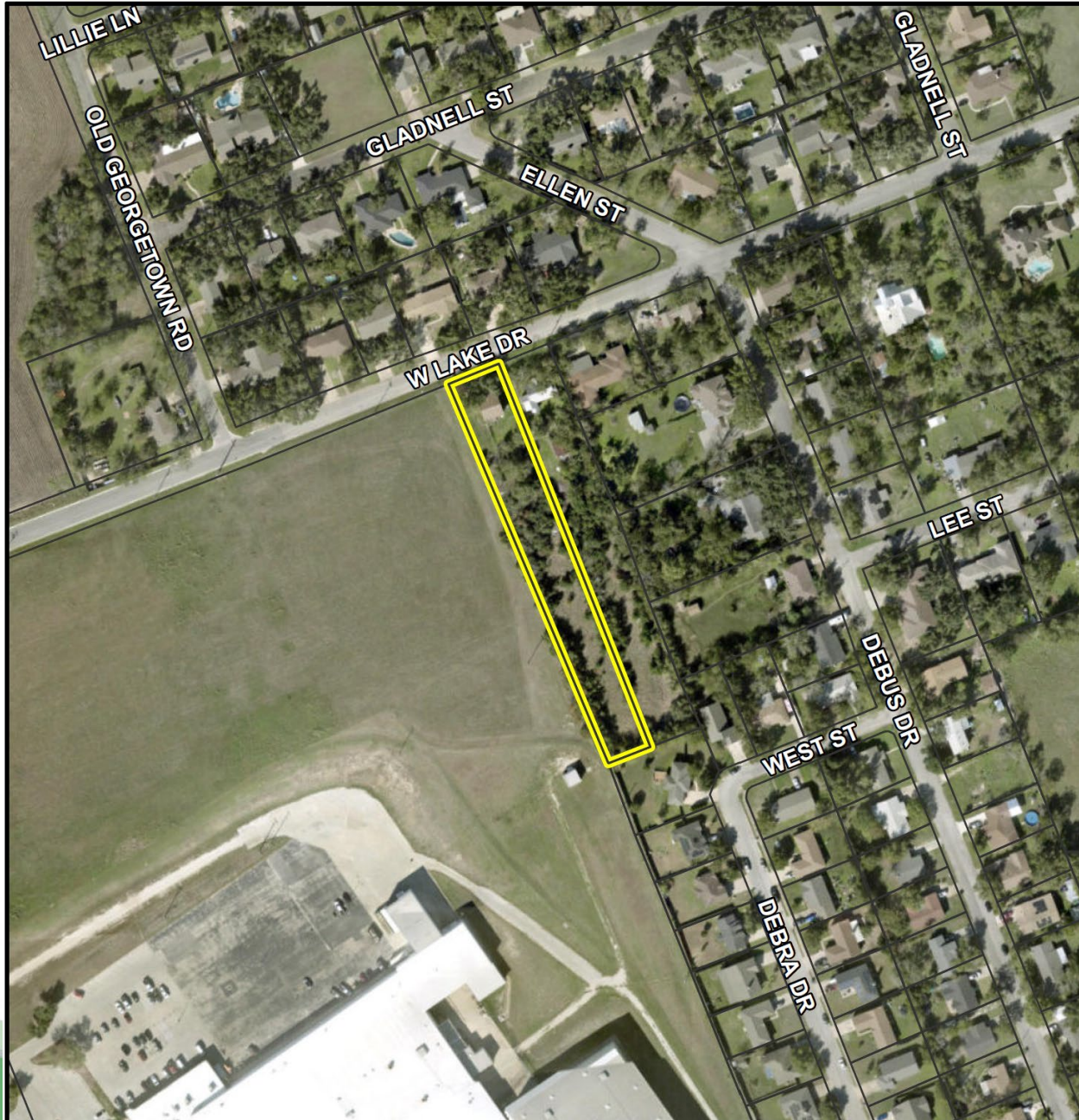
4.2.3.4 P2.5: LARGE LOT

The P2.5 Large Lot Place Type includes properties that are one (1) acre or greater. Generally, the lots contain one (1) or more structures with large setbacks from the street. Properties may be entirely fenced but can be seen from the street edge. Generally, the properties are residential in nature.



The P4 Mix Place Type functions as a smooth transition from commercial-oriented P5 Urban Center Place Type outward to the established residential P3 Neighborhood Place Type. P4 Mix regulates a variety of building types ranging from smaller commercial buildings to intermixed house-form commercial and attached and detached residential. It provides flexibility for this area to easily transition between low-intensity commercial and residential building types, allowing for the neighboring P5 Urban Center zoning to expand and contract over time, increasing Taylor's economic resiliency.

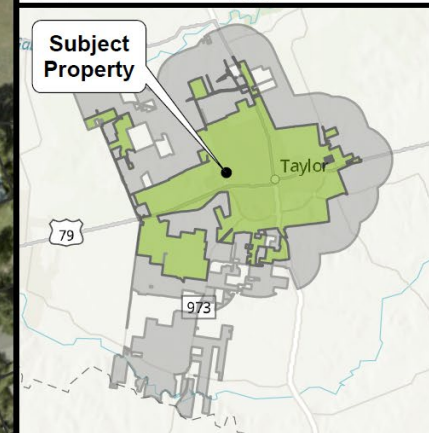
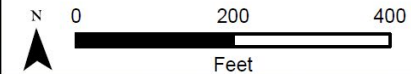
Location Map



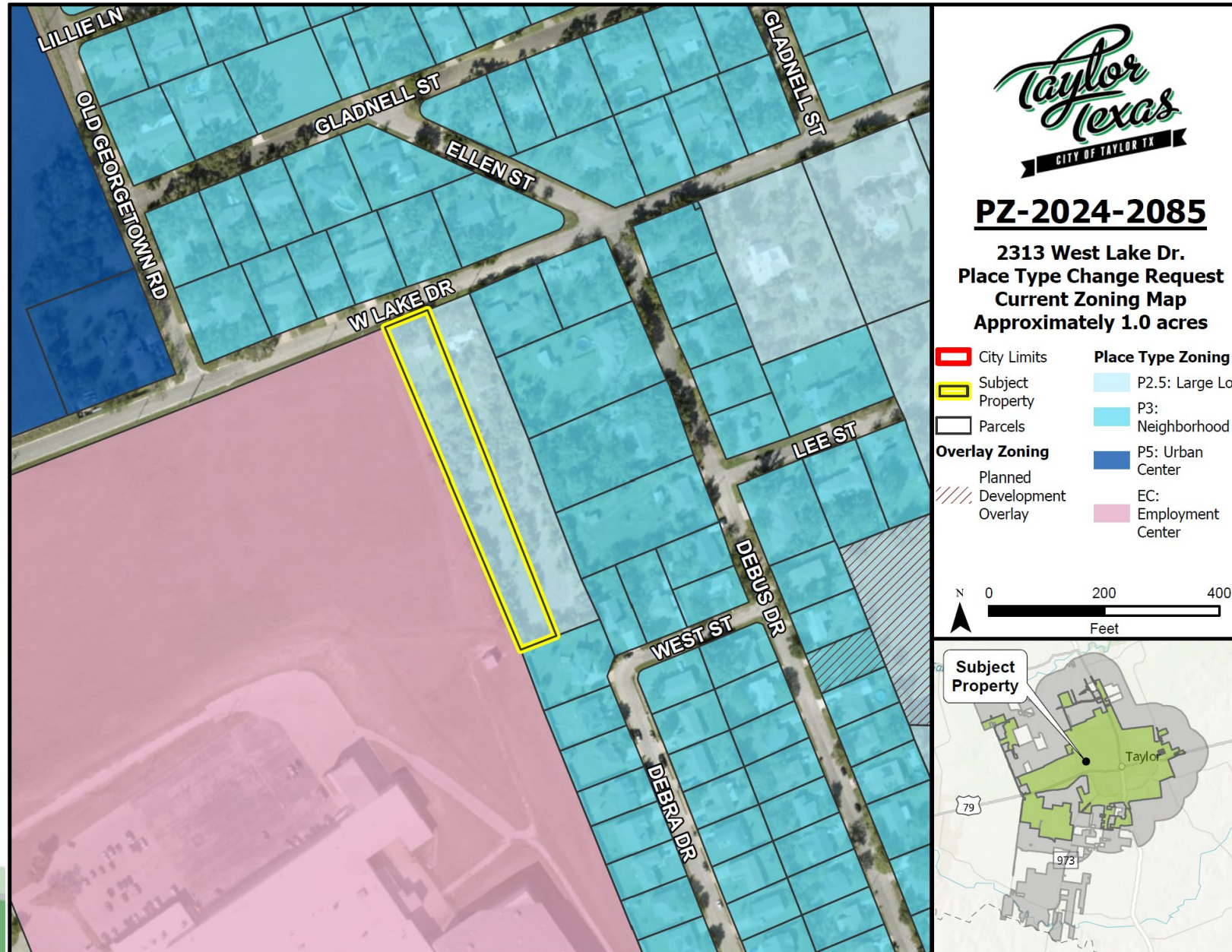
PZ-2024-2085

2313 West Lake Dr.
Place Type Change Request
Location Map
Approximately 1.0 acres

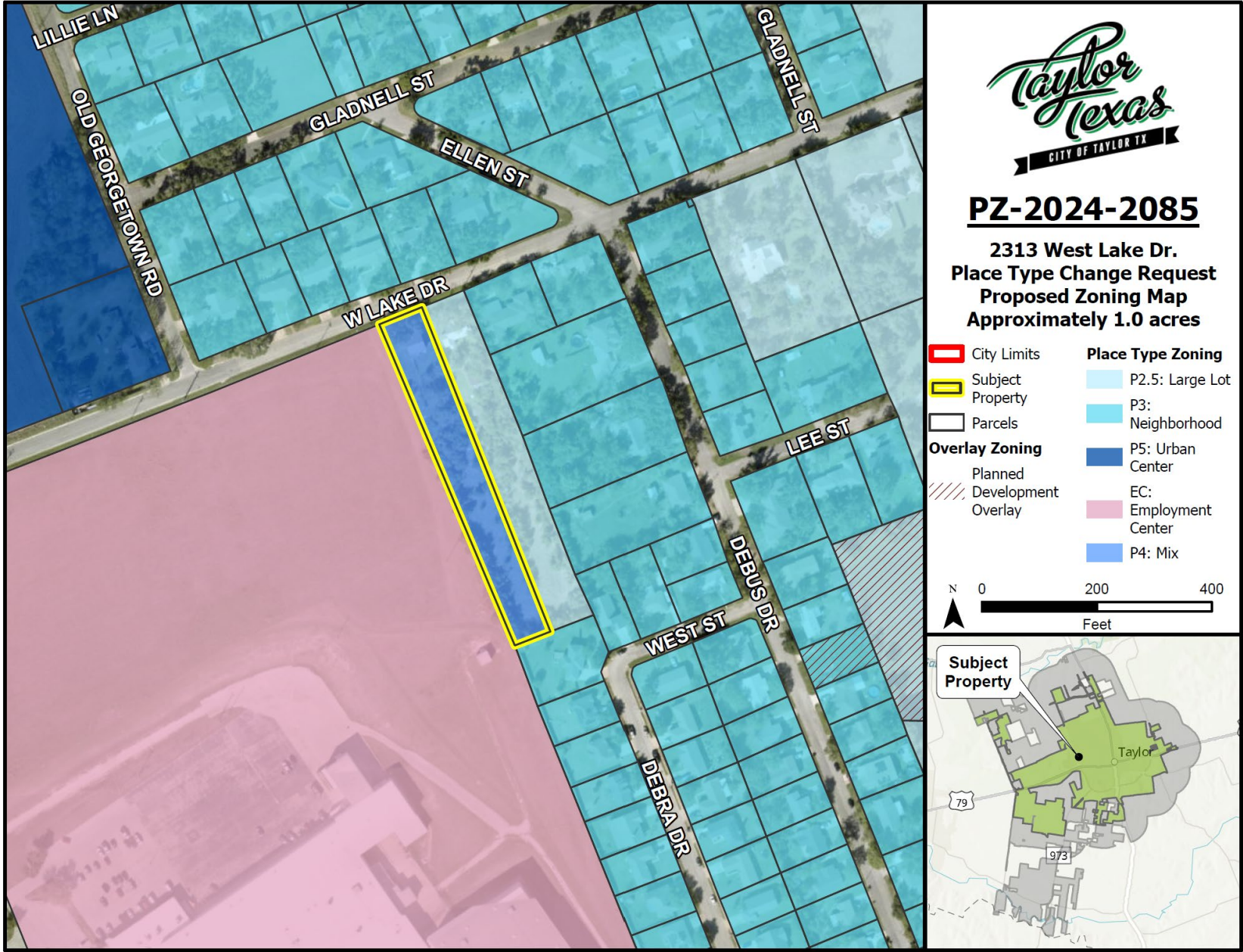
-  City Limits
-  Subject Property
-  Parcels



Existing Place Type Zoning



Proposed Place Type Zoning



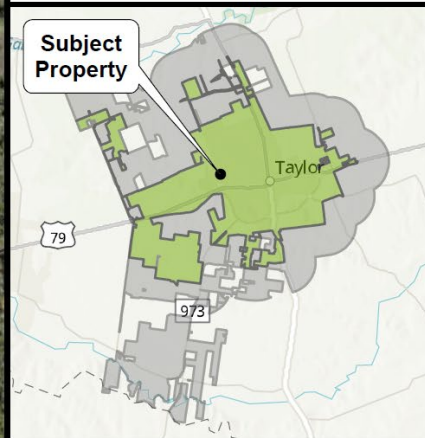
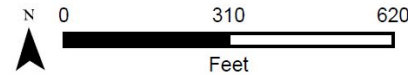
Notification Map



PZ-2024-2085

2313 West Lake Dr.
Place Type Change Request
Notification Map
Approximately 1.0 acres

-  City Limits
-  Subject Property
-  200-ft. Buffer
-  Notified Properties
-  Parcels



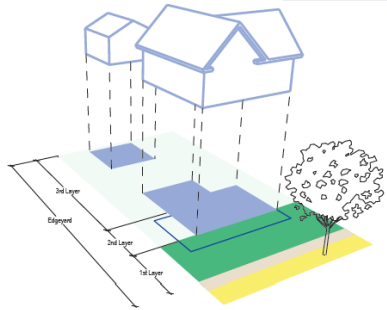
- 20 notices were sent out to adjacent property owners within 200 ft. of the subject property.
- Staff received no responses in opposition or approval of the request from the notified parties.

Place Type (Zoning)

4.2.3.5 P3: NEIGHBORHOOD

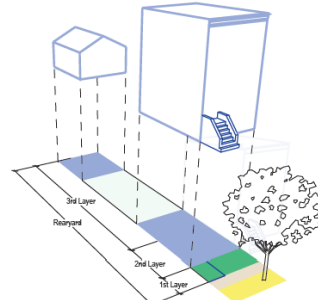
The P3 Neighborhood Place Type generally includes low-density residential areas. P3 is adjacent to higher density Place Types that have some mixed-use buildings. Setbacks vary from relatively deep to shallow. The roads and blocks may be irregular to accommodate natural conditions.

5.2.3: RESIDENTIAL BUILDING TYPES



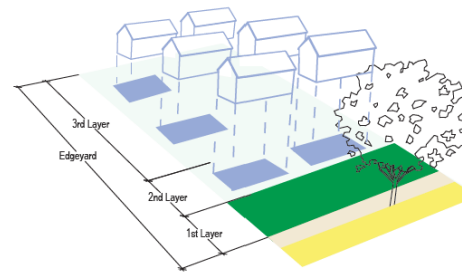
DETACHED DWELLING

An individual dwelling unit on its own lot. The detached dwelling is the most prevalent dwelling type in Taylor. This building type is typically disposed on the lot with edge yards. On small to medium sized lots, this building type should be set close to the front property line to encourage interaction with pedestrians. This building type has a front door facing the street or path from which it takes primary access. A HUD code manufactured house is a detached dwelling that is only permitted in certain Place Types.



ATTACHED DWELLINGS

An individual dwelling unit on its own lot that shares a common wall with a unit on one or more adjacent lots. This building type is often referred to as a townhouse. This building type is typically disposed on the lot with a side yard or rear yard. This building type should be set close to or at the front property line to encourage interaction with pedestrians. This building type has a front door facing the street or path from which it takes primary access.



COTTAGE COURT

A group of individual, small dwelling units on a single lot or on individual lots that share a central courtyard. The cottages adjacent to the street have front doors facing the street and the cottages whose primary access is from the courtyard have front doors facing the courtyard. For the purposes of platting, cottage lots may have legal frontage onto a courtyard with a public access easement from the street.

4.3.1.5 P3 - NEIGHBORHOOD

LOTS

WIDTH (MINIMUM)	NONE
AREA (MINIMUM)	NONE
LOT COVERAGE (MAXIMUM)	60%
BUILD-TO-LINE (RANGE)	5'-20'
FACADE BUILDOUT (MINIMUM)	50%
STORIES (MAXIMUM)	3 STORIES

BUILDING TYPES

DETACHED DWELLING	●
ATTACHED DWELLING	●
COTTAGE COURT	●
DUPLEX	●
TRIPLEX	○
QUADRAPLEX	○
SMALL APARTMENT	○
LARGE APARTMENT	○
MANUFACTURED HOME/PARK	○
ACCESSORY DWELLING UNIT	●
RECREATIONAL VEHICLE PARK	○
RESIDENTIAL ACCESSORY	●
SMALL COMMERCIAL	○
LIVE/WORK	○
MIXED-USE COMMERCIAL	○
LARGE COMMERCIAL	○
HIGHWAY COMMERCIAL	○
INDUSTRIAL	○
CARTS, KIOSKS, FOOD TRAILERS	○
TEMPORARY COMMERCIAL	○
COMMERCIAL ACCESSORY	○
CIVIC BUILDINGS	●

BLOCKS

BLOCK LENGTH (MAXIMUM)	330'
BLOCK PERIMETER (MAXIMUM)	1,320'
PUBLIC FRONTAGE (RIGHT OF WAY)	
SIDEWALK ZONE WIDTH	5'-15'
LANDSCAPE ZONE	PERMITTED
VEHICULAR PARKING ZONE WIDTH	PARALLEL - 8'
VEHICULAR TRAVEL ZONE WIDTH	16'-24'

PRIVATE FRONTAGE TYPES

COMMON YARD	●
PORCH WITH OPTIONAL FENCE	●
STOOP	●
GALLERY	○
ARCADE	○
SHOPFRONT	○
FORECOURT	●
TERRACE	●

BUILDING DISPOSITION

EDGEYARD	●
SIDEYARD	●
COURTYARD	●
REARYARD	○

PERMITTED	●
NOT PERMITTED	○

STREET TYPES

RURAL STREET	○
RESIDENTIAL ALLEY	●
COMMERCIAL ALLEY	○
YIELD STREET	●
NEIGHBORHOOD STREET	●
NEIGHBORHOOD AVENUE	●
SIDE STREET	●
2 LANE COMMUNITY BOULEVARD	●
4 LANE COMMUNITY BOULEVARD	○
PATH	●
TRAIL	●

PARKING LOCATION

FIRST LAYER	○
SECOND LAYER	●
THIRD LAYER	●
ON-STREET	●
RV STORAGE	●

Planning & Zoning Commission

Planning & Zoning Commission recommends **Denial** of the change from P2.5 – Large Lot to P4 – Mix.

Planning & Zoning recommended **Approval** to a change to P3 – Neighborhood.

3705 Old Georgetown Road

CS – Civic Space to P2 – Rural

Place Type (Zoning)

From → To



4.2.3.10 CS: CIVIC SPACE TABLE

Civic Spaces and/or Civic Buildings serve as community features appropriate to their Place Types. Civic Spaces provide relief from the urban environment inside each neighborhood. See Civic Space Types below:



4.2.3.2 P2: RURAL

The P2 Rural Place Type regulates mainly large, sparsely settled land used for agricultural purposes and food production. This Place Type helps preserve Taylor's natural beauty and agricultural history. Rural living and sparsely settled lands are to be located in a manner that does not cause a nuisance to more intensely inhabited areas. The Rural Place Type is a holding zone for newly annexed areas and new neighborhoods that have not yet had Place Type allocation.

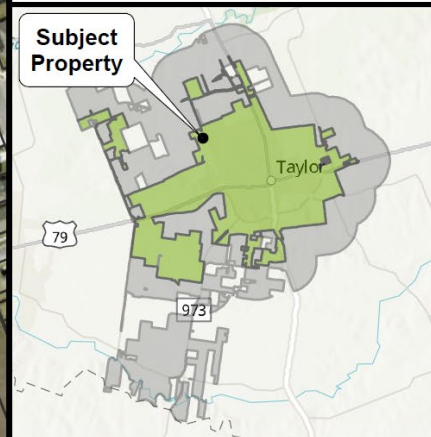
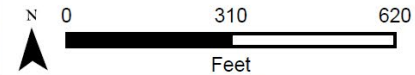
Location Map



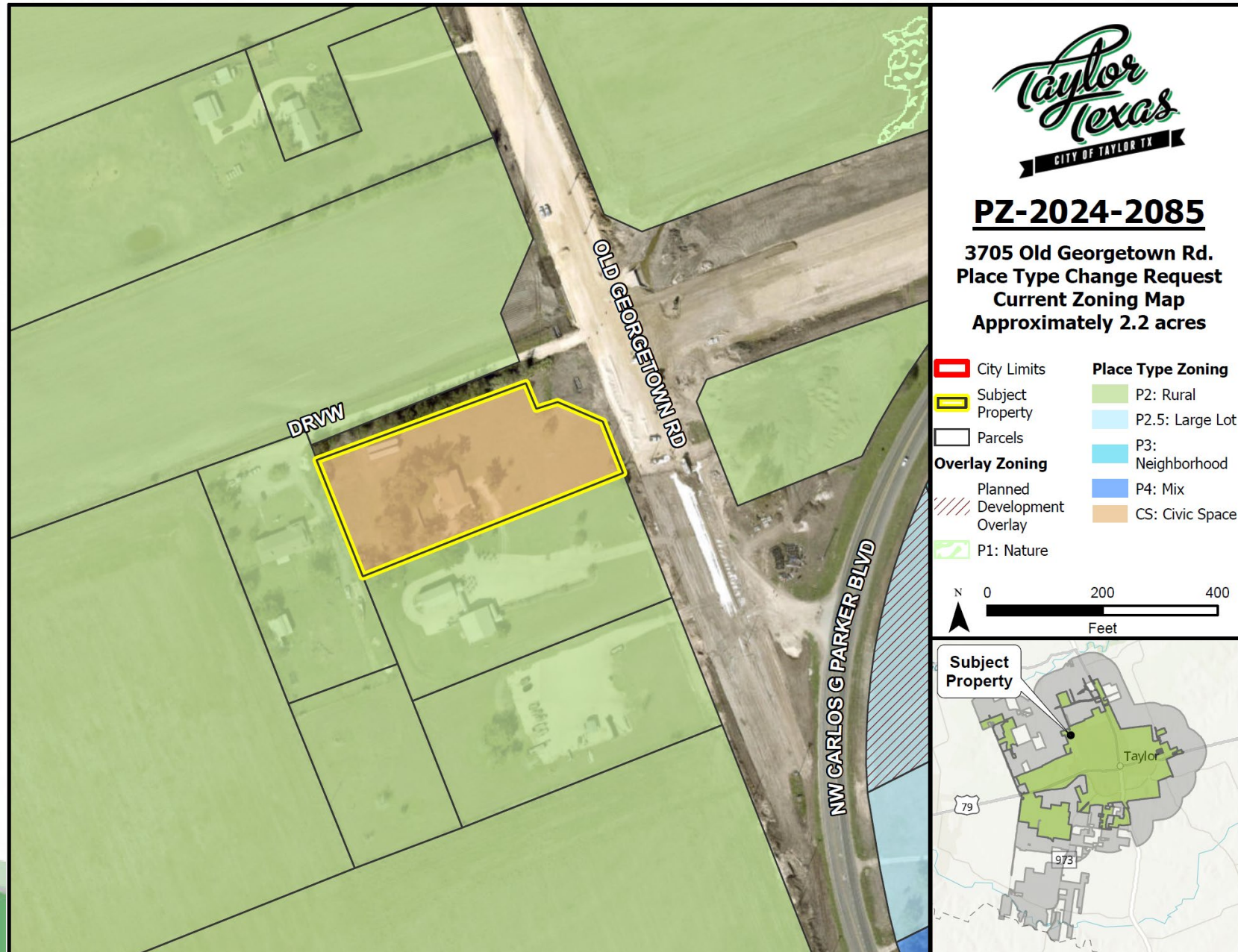
PZ-2024-2085

**3705 Old Georgetown Rd.
Place Type Change Request
Location Map
Approximately 2.2 acres**

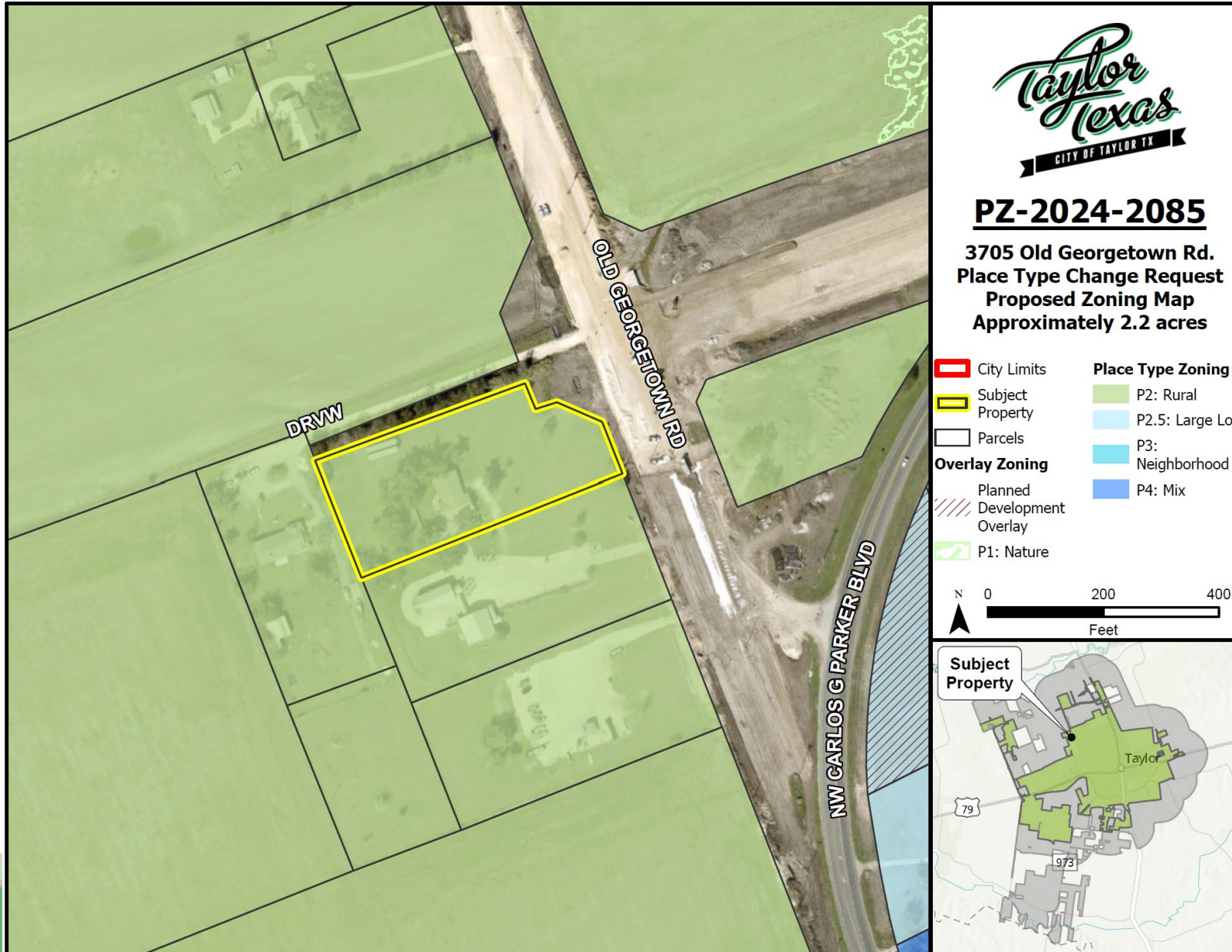
-  City Limits
-  ETJ Boundary
-  Subject Property
-  Parcels



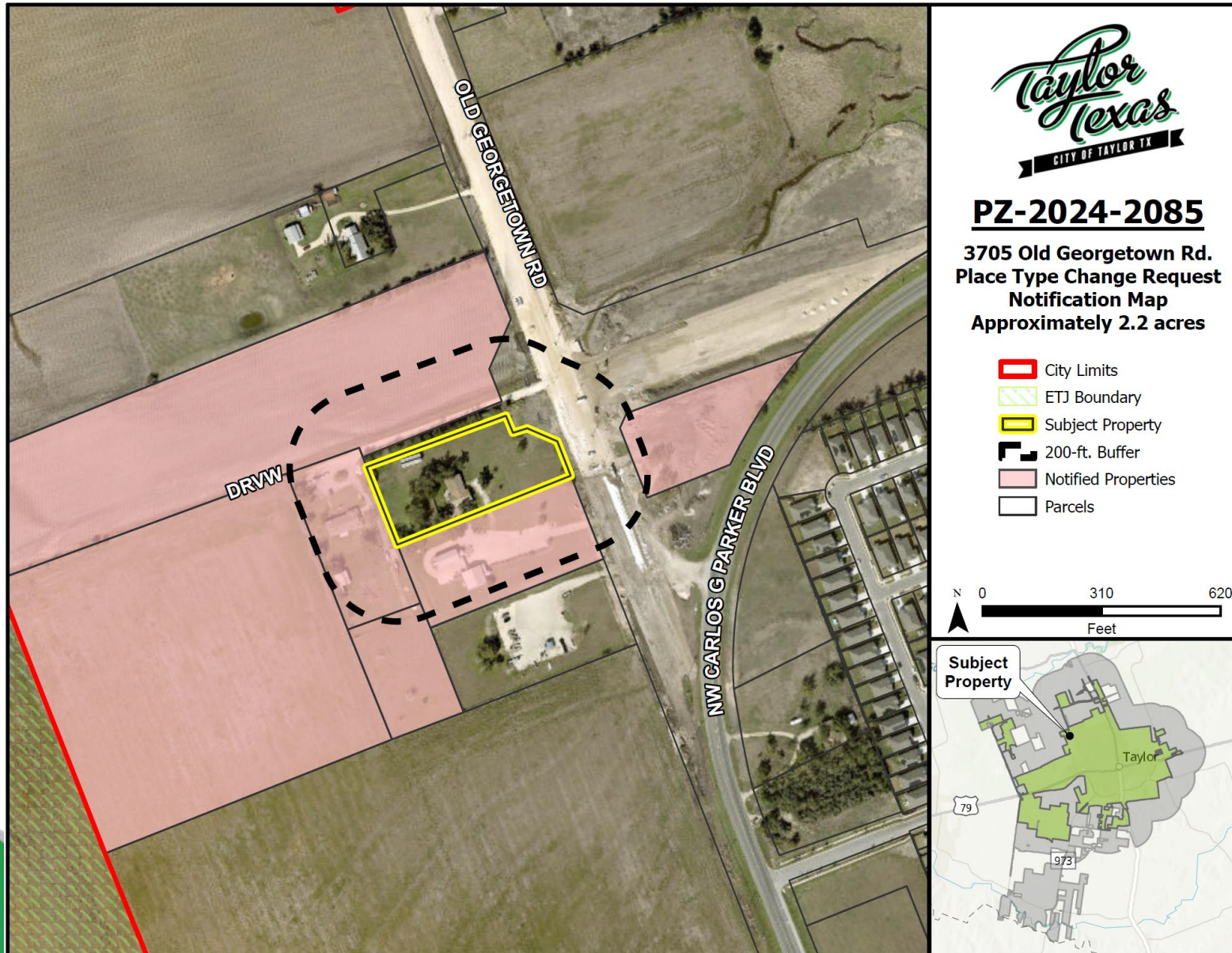
Existing Place Type Zoning



Proposed Place Type Zoning



Notification Map



- 7 notices were sent out to adjacent property owners within 200 ft. of the subject property.
- Staff did not receive any responses in opposition or approval of the request from the notified parties.

Planning & Zoning Commission

Planning & Zoning Commission recommends **Approval** of the change from CS – Civic Space to P2 – Rural.



City Council Meeting June 13, 2024 Transmittal Letter

STRATEGIC PILLAR

Quality of Life
Economic Vitality

Agenda Item Number: 9.

Agenda Title: Consider extending waiver of permit fee(s) for roofing repairs.

Council Action to be Taken: Consider extending waiver of permit fees for roofing repairs following hail storms and severe storms that have occurred during May 2024

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE / DESCRIPTION

Consider extending waiver of permit fees for roofing repairs following hail storms and severe storms that have occurred during May 2024

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

On May 9, 2024, there was a hail storm that caused roof damage to some properties in the southern part of the City. Staff responded by waiving permit fees for roof permits until the end of May 2024. Staff have continued to waive roof permit fees into June 2024.

Since the hail storm on May 9, 2024, the City has experienced other hail storms and severe storms, including storms on May 16 and May 30. Some properties have suffered roof damage from hail or from tree branches falling onto roofs. The homeowners need to navigate the insurance companies and adjusters. Some homeowners have experienced delays with insurance companies and/or adjusters. Given these delays, staff are suggesting that fees for roof permits are waived for an extended period.

The roof permit process enables the building inspector to check the completed roof repairs. This process seeks to protect the homeowner from unscrupulous roofing contractors who may exploit vulnerable owners in these emergency situations.

The current fee for a roof permit is \$113. Between May 9 and June 6, 2024, the fees for roof permits have been waived for 20 properties within City limits.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Protects and provides some reassurance to property owners that the roof repairs have been checked by a building inspector free of charge.	• Reduce fee income

4. RECOMMENDATION

Consider waiving roof permits fees for properties damaged by severe storms in May 2024 until August 30, 2024.

5. FUNDING SOURCE

n/a

6. TIMELINE

n/a

7. OTHER OPTIONS

n/a

8. ATTACHMENTS

None



City Council Meeting June 13, 2024 Transmittal Letter

STRATEGIC PILLAR

Quality of Life

Agenda Item Number: 10.

Agenda Title: Consider approving Resolution R24-20 awarding the bid for the construction of HOME program houses.

Council Action to be Taken: Approve resolution awarding bid.

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE / DESCRIPTION

The Purpose of this item is to award bids to RM Quality Construction LLC (dba Randy Malouf Builder) to build two (2) homes with HOME grant funds that have already been secured.

The addresses are:

- 112 Franklin Street
- 303 E. Martin Luther King Blvd

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City receives HOME funds through a contract with Texas Department of Housing and Community Affairs (TDHCA). This contract allows the City to participate in the HOME HRA Reservation Program.

The city retained Langford Community Management Services, Inc. to administer these contracts.

The City has participated in the HOME program since 2004 and has completed approximately 46 homes through this program.

The HOME Program provides funding of up to \$150,000 for the hard cost construction for each of the two (2) three-bedroom houses. In addition, this grant covers reasonable soft costs such as title work, recording fees, appraisals, surveys and Langford's 4% administration fee based off of

the hard cost construction amount.

The city is able to assist Homeowners and Persons with Disabilities, whose household income does not exceed 80% of the Area Median Family Income (AMFI). The grants provide brand new construction, complying with energy efficient rules, current adopted construction codes along with modifications for accessibility, such as accessible bathrooms, no-step entries into the home and walkways leading from a parking pad to the front home entry.

A bid opening was held on May 28, 2024, at the City of Taylor City Hall. A total of three (3) construction companies submitted a bid.

- RM Quality Construction (Total Base Bid for 2 homes (\$257,500.00))
- James W. Turner (Total Base Bid for 2 homes (\$341,200.00))
- Cypress Point Construction (Total Base Bid for 2 homes (\$323,646.81))

The winning bid was from RM Quality Construction LLC dba Randy Malouf.

The low bidder for purposes of these HOME funded houses is awarded based upon responsive and responsible bidder offering the lowest base bid price. As a side note, Randy Malouf Builder was responsible for the construction of the last round of HOME houses built.

The following base bids were received:

- 112 Franklin. (Base Bid \$137,500.00)
- 303 E. Martin Luther King Blvd (Base Bid \$119,500.00)

The following alternate bid items are listed below:

112 Franklin:

ALT 1 (add) - Gutters	\$5,000.00 not recommended
ALT 2 (add) - Demolition	\$12,000.00 <u>recommended</u>
ALT 3 (add) - Site Work (Prep/Grade/Fill)	\$8,000.00 <u>recommended</u>
ALT 4 (add)- Noise Mitigation	\$15,000.00 recommended to meet state approval for mitigation.
ALT 5 (add) Accessibility Features	\$15,000.00 not recommended. The contractor will accommodate any needs for accessibility within the dollars already provided.

303 E. Martin Luther King Blvd:

ALT 1 (add) - Gutters	\$5,000.00 <u>recommended</u>
ALT 2 (add) - Demolition	\$14,000.00 <u>recommended</u>
ALT 3 (add) - Site Work (Prep/Grade/Fill)	\$10,000.00 <u>recommended</u>
ALT 4 (add)- Noise Mitigation	\$15,000.00 <u>recommended</u> to meet state approval for mitigation.
ALT 5 (add) Accessibility Features	\$15,000.00 not recommended. The contractor will

accommodate any needs for accessibility within the dollars already provided.

ALT 5 (add) Built out one car garage \$18,000.00 not recommended. The lot size will not accommodate the garage.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Provides new affordable homes to Taylor residents • Removes substandard housing • Increases the tax base • Improves the neighborhoods	• N/A

4. RECOMMENDATION

Staff recommends awarding the bid for the four homes to RM Quality Construction, dba Randy Malouf Builder, contingent upon award of funds from TDHCA in the following amount:

Total Base bid amounts of:	\$257,00.00
Total ALT 1 (for MLK home only)	\$5,000.00
Total ALT 2 – Demolition of:	\$26,000.00
Total ALT 3 – Site Work of:	\$18,000.00
<u>Total ALT 4-Noise Mitigation</u>	<u>\$30,000.00</u>
Total bid award of:	\$336,000.00

5. FUNDING SOURCE

The City budgets funds annually for 4 HOME Program houses. The funds for these 2 houses will be in the fiscal year 2025 budget. The reason for awarding these 2 houses now, prior to adoption of the FY 25 budget is to submit them under the City's current contract with the State which will be expiring in July of this year. If we do not apply for these under the current contract, we will have to wait until the new contract is approved by the State which may take up to 6 months from the time of application submittal.

The HOME grant covers \$150,000 of construction cost for the two (2) three-bedroom houses. The City's match requirement is 15% per house.

The total cost per house breakdown is as follows for the three-bedroom houses:

112 Franklin:

Total cost including alternates 2,3 and 4 = \$172,500

HOME grant amount = \$150,000

Balance (covered by City's match) = \$22,500.00

303 E. Martin Luther King Blvd:

Total cost including alternates 1, 2,3 and 4 for this home = \$163,500.00

HOME grant amount = \$141,000.00

Balance (covered by City's match) = \$22,500.00

Total City contribution for both homes = \$45,000.00

6. TIMELINE

Home construction should be completed in late Fall 2024.

7. OTHER OPTIONS

8. ATTACHMENTS

1. Taylor resolution R24-20 HOME for bid award June 2024
2. Bid tab from RM Quality Construction
3. Bid tab from James W. Turner
4. Bid Tab from Cypress Point Construction

RESOLUTION R24-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, AUTHORIZING APPROVAL OF THE BUILDING CONTRACTOR AWARD FOR THE HOME PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS.

WHEREAS the City of Taylor advertised for bids in accordance with all state and federal procurement laws; and

WHEREAS the bid opening for the HOME PROGRAM was held at 2:00 PM on May 28, 2024; and

WHEREAS, Two (2) houses were included in the bid; and

WHEREAS, Three (3) bids were received by the city.

The following bids were received:

RM Quality Construction- Base bid total for 2 homes = \$257,000.00

James W. Turner Construction- Base bid total for 2 homes = \$341,200.00

Cypress Point Construction- Base bid total for 2 homes = \$323,646.81

The bid goes to the contractor who has the lowest most responsive combined base bid for the two (2) homes.

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

- 1) The City of Taylor awards the construction to RM Quality Construction dba Randy Malouf Builder who submitted a base bid totaling \$257,500.00 for two (2) three- bedroom, two-bath homes.
- 2) The City of Taylor will contribute, per their match requirements, a minimum total of \$22,500.00.00 for each of the three-bedroom homes. The city will hire RM Quality Construction to do the demolition and site work. The money listed on the alternate pages in the bid package for the Demolition and Site work will be used toward the match amount owed. The built-out garage is already in the schedule of bid for the home at 112 Franklin. The lot at 303 W. Martin Luther King Blvd is too small to accommodate a garage. Any remaining match still owed will be paid to the contractor towards the schedule of bid/alternates.
- 5) The addresses of the homes assisted are as follows:
 - 112 Franklin. (Winning Base Bid RM Quality Construction \$137,500.00)
 - 303 E. Martin Luther King Blvd (Winning Base Bid RM Quality Construction \$119,500.00)

Passed and approved this 13th day of June, 2024.

Dwayne Ariola, Mayor

Diann McLean, City Clerk

City of La Feria - HOME Project - 1001442
April 17, 2013, 2:00 P.M.

	Base Bid, including Demolition/Disposal					TOTAL BASE BID	Alt 1 (add)	Alt 2 (add)	Alt 3 (add)		Alt 4 (exchange)	Alt 5 (add)
BIDDER	212 N. Canal St.	316 4th St.	222 W. 4th St.	715 Avenue B	120 W. Jessamine	All 5 Houses Together	Expanding Foam Insulation	Add Driveway	Sod Perimeter		Regular Tub/Shower Combo for Low- Step Shower Only	Site Preparation/Dem olition/ Disposal

City of Taylor Bid Tab
May 28, 2024 at 2:00 P.M.

1003191

Home Program

BIDDER	112 Franklin	303 E. MLK			
RM Quality Construction					
Base Bid	\$137,500.00	\$119,500.00			
ALT 1 (add) - Gutters	\$5,000.00	\$5,000.00			
ALT 2 (add) Demolition	\$12,000.00	\$14,000.00			
ALT 3 (add) Site work (Prep/Grade/Fill	\$8,000.00	\$10,000.00			
Alt 4 (add) Noise Mitigation	<u>\$15,000.00</u>	<u>\$15,000.00</u>			
Alt 5 (add) Accessibility Features	<u>\$15,000.00</u>	<u>\$15,000.00</u>			
Built out One Car Garage		18,000.00			
Combined Total Base bid for both homes	\$257,000.00				

Bid opening Attendees

Certified by Karen Walker

Karen Walker

Tom Yantis

Victoria Winchester

City of La Feria - HOME Project - 1001442
April 17, 2013, 2:00 P.M.

	Base Bid, including Demolition/Disposal					TOTAL BASE BID	Alt 1 (add)	Alt 2 (add)	Alt 3 (add)		Alt 4 (exchange)	Alt 5 (add)
BIDDER	212 N. Canal St.	316 4th St.	222 W. 4th St.	715 Avenue B	120 W. Jessamine	All 5 Houses Together	Expanding Foam Insulation	Add Driveway	Sod Perimeter		Regular Tub/Shower Combo for Low- Step Shower Only	Site Preparation/Dem olition/ Disposal

City of Taylor Bid Tab
May 28, 2024 at 2:00 P.M.

1003191

Home Program

BIDDER	112 Franklin	303 E. MLK			
James W. Turner					
Base Bid	\$183,100.00	\$158,100.00			
ALT 1 (add) - Gutters	\$3,750.00	\$3,750.00			
ALT 2 (add) Demolition	\$13,750.00	\$13,750.00			
ALT 3 (add) Site work (Prep/Grade/Fill	\$9,680.00	\$9,680.00			
Alt 4 (add) Noise Mitigation	<u>\$15,000.00</u>	<u>\$15,000.00</u>			
Alt 5 (add) Accessibility Features	<u>\$15,000.00</u>	<u>\$15,000.00</u>			
Built out One Car Garage		25,000.00			
Combined Total Base bid for both homes	\$341,200.00				

Bid opening Attendees

Certified by Karen Walker

Karen Walker

Tom Yantis

Victoria Winchester

City of La Feria - HOME Project - 1001442
April 17, 2013, 2:00 P.M.

	Base Bid, including Demolition/Disposal					TOTAL BASE BID	Alt 1 (add)	Alt 2 (add)	Alt 3 (add)		Alt 4 (exchange)	Alt 5 (add)
BIDDER	212 N. Canal St.	316 4th St.	222 W. 4th St.	715 Avenue B	120 W. Jessamine	All 5 Houses Together	Expanding Foam Insulation	Add Driveway	Sod Perimeter		Regular Tub/Shower Combo for Low- Step Shower Only	Site Preparation/Dem olition/ Disposal

City of Taylor Bid Tab
May 28, 2024 at 2:00 P.M.

1003191

Home Program

BIDDER	112 Franklin	303 E. MLK			
Cypress Point Construction					
Base Bid	\$173,747.18	\$149,899.63			
ALT 1 (add) - Gutters	\$3,250.00	\$3,250.00			
ALT 2 (add) Demolition	\$9,200.00	\$9,200.00			
ALT 3 (add) Site work (Prep/Grade/Fill	\$4,500.00	\$4,500.00			
Alt 4 (add) Noise Mitigation	<u>\$15,000.00</u>	<u>\$15,000.00</u>			
Alt 5 (add) Accessibility Features	<u>\$15,000.00</u>	<u>\$15,000.00</u>			
ALT 6 Built out one car garage		23,847.55			
Combinted Total for all Base bids	\$323,646.81				

Bid opening Attendees

Certified by Karen Walker

Karen Walker

Tom Yantis



City Council Meeting June 13, 2024 Transmittal Letter

STRATEGIC PILLAR

Streets/Infrastructure

Agenda Item Number: 11.

Agenda Title: Consider Striping Updates for Mallard, 4th, and 2nd Streets.

Council Action to be Taken: Provide direction to staff regarding how Council would like to proceed with striping.

Department Submitted: City Engineer

Staff Contact: Jacob Walker, City Engineer

1. PURPOSE / DESCRIPTION

This item is to consider striping updates for Mallard, 4th and 2nd Streets.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The 2022 Street Maintenance project incorporated on-street bicycle facilities in the pavement marking and signing plans on Mallard Lane, 4th Street, and 2nd Street to implement the priority multimodal corridors identified in the City of Taylor Comprehensive Plan.

Council approved the Design Task Order for the 2022 Street Maintenance project on August 11th, 2022. Alternatives for proposed striping configurations were presented and approved by City Council on December 8th, 2022. On June 22, 2023, City Council authorized the City Manager to enter into a contract with Texas Road to perform the work. The pavement construction and restriping has been completed on Mallard Lane and is in progress on 4th Street. The 2nd Street construction will follow 4th Street.

The purpose of this item is to revisit the proposed typical sections for Mallard Lane, 4th Street, and 2nd Street and to consider updates. If approved, design updates will be completed to the pavement marking and signing plans for one or all of the streets.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Updating the striping on Mallard Lane could provide additional parking and space for delivery vehicles, garbage bins, and mail carriers. • Updated striping could provide additional vehicular capacity on 2nd Street and 4th Street. • Updated striping could provide left-turn lanes on 2nd Street • Updates could reduce maintenance requirements due to flex posts and buttons	• Removing on-street bicycle facilities would not implement the priority multimodal corridors identified in the adopted City of Taylor Comprehensive Plan. • Shared Use Path facilities could be provided in the future at an increased cost • Future Shared Use Path facilities may require easements • Additional cost to redesign pavement marking and signing. • Additional cost to replace striping on Mallard Lane if chosen • Updates to 2nd and 4th Street striping could reduce available parking • Updates to 4th Street could provide a less direct connection to the hike-and-bike trail • Updates to 4th Street could remove center left-turn lane • Updates could reduce traffic calming on all streets

4. RECOMMENDATION

Recommend Option 1 on each street, which maintains the previously selected design.

5. FUNDING SOURCE

Funded source to be identified depending on the selected design.

6. TIMELINE

Timeline to be determined based on the selected design.

7. OTHER OPTIONS

Reject all proposed alternatives.

8. ATTACHMENTS

1. PowerPoint, Mallard 2nd 4th Alternatives_20240610



MALLARD LN, 2ND ST, AND 4TH ST STRIPING ALTERNATIVES

City Council

City of Taylor

June 13, 2024



PURPOSE

Revisit and discuss the proposed restriping alternatives for the 2022 Street Maintenance Project.

Limits of Striping Changes

Mallard Lane

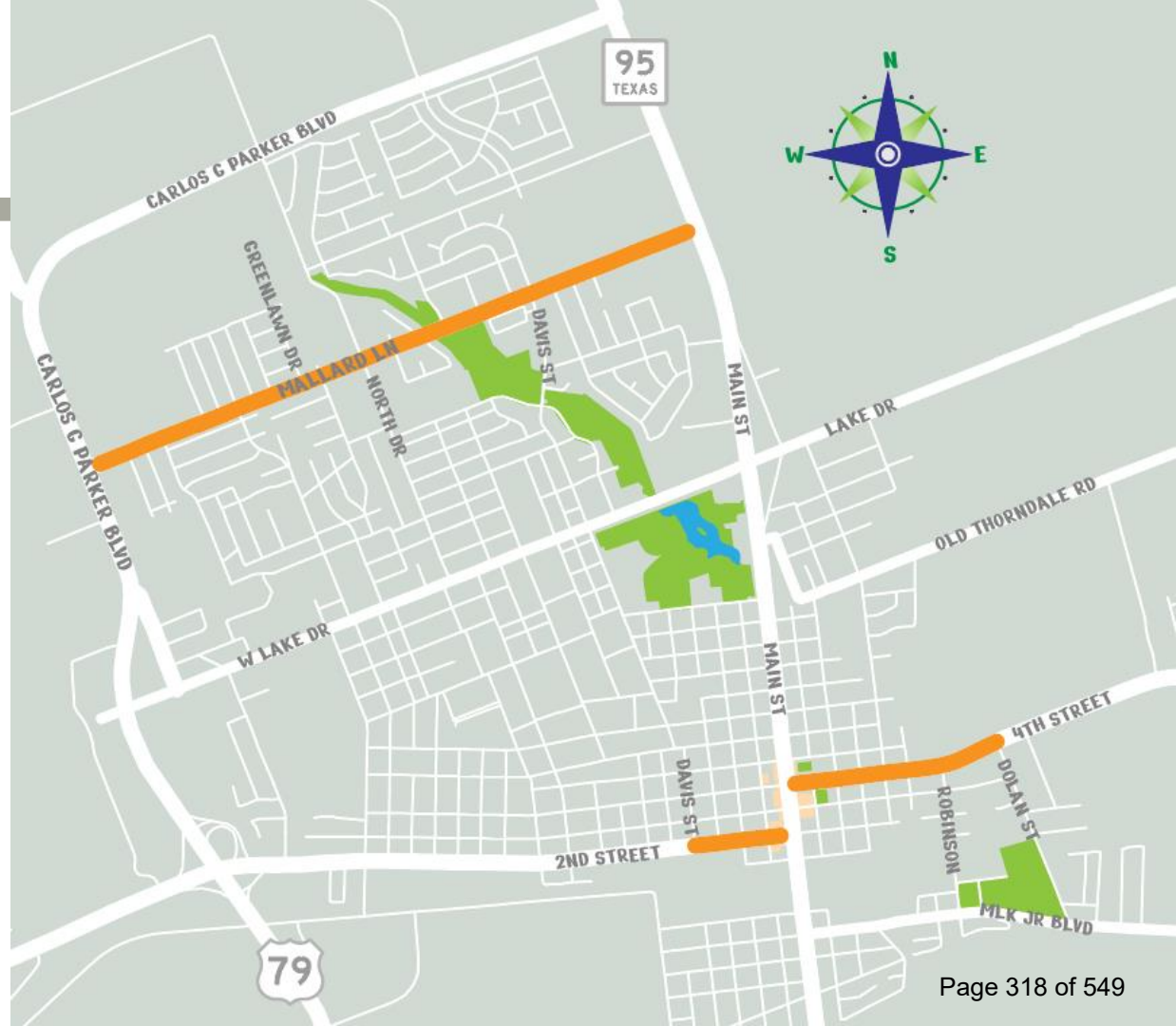
Main Street to Carlos G. Parker Boulevard

2nd Street

Main Street to Davis Street

4th Street

Main Street to Dolan Street



MALLARD LANE

Resurfacing and striping from Main Street to Carlos G Parker Boulevard

Option 1 (Existing)

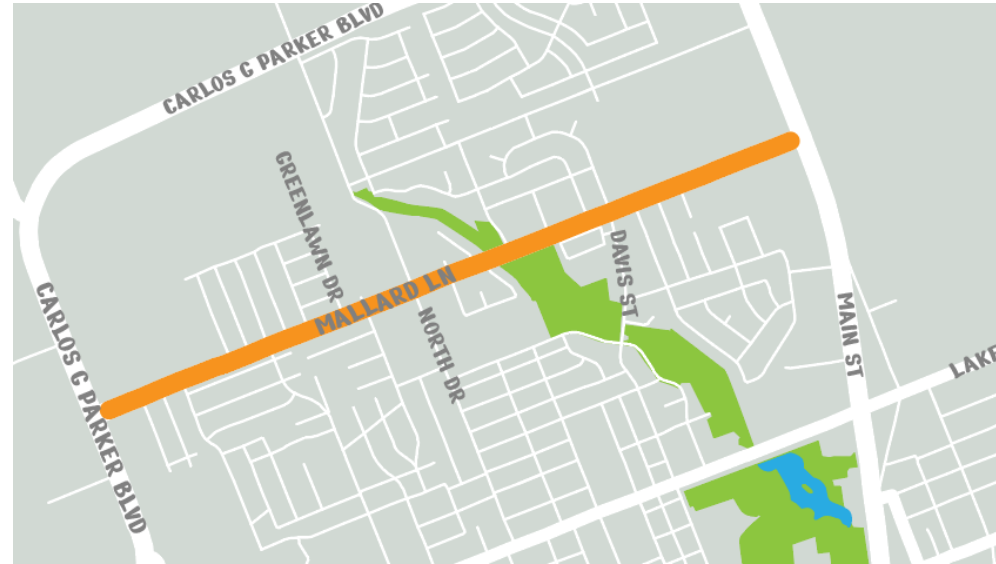
- Two-way cycle track on the north side of Mallard Lane

Option 2

- Buffered bike lanes in each direction

Option 3

- Striped shoulder in each direction, with future off-street Shared Use Path



MALLARD LANE **OPTION 1**

Two-way cycle track on the north side of Mallard Lane



TWO-WAY CYCLE TRACK



MALLARD LANE **OPTION 1**

EXISTING INSTALLATION

Two-way cycle track on the north side of Mallard Lane

Pros

- Implements the priority multimodal corridor identified in the adopted City of Taylor Comprehensive Plan
- Provides increased safety and comfort for cyclists.
 - Expected 53% reduction in bicycle crashes with flex posts
 - Expected 40% reduction in bicycle crashes with flex posts and buttons. *(Developing Crash Modification Factors for Separated Bicycle Lanes, FHWA-HRT-23-025)*
- No additional cost to replace striping
- Option 1 comparison to Option 2
 - Both provide traffic calming along Mallard Lane
 - Wider buffer and bicycle lanes than Option 2
 - Reduced button/flex post cost than Option 2

Cons

- No parking along Mallard Lane
- Cannot provide left-turn lanes on Mallard Lane
- Potential conflicts with right-turning drivers who may not look for bicycles coming from their right
- Maintenance challenges due to buttons and flexible posts
- Challenge with driveway ingress/egress for larger vehicles (trucks/trailers/RVs)

MALLARD LANE

OPTION 2

Buffered bike lanes on the north and south sides of Mallard Lane



MALLARD LANE OPTION 2 BUTTONS

Buffered bike lanes on the north and south sides of Mallard Lane (with buttons)



MALLARD LANE

OPTION 2 FLEX POSTS

Buffered bike lanes on the north and south sides of Mallard Lane (with flex posts)



MALLARD LANE

OPTION 2

Buffered bike lanes on the north and south sides of Mallard Lane

Pros

- Implements the priority multimodal corridor identified in the adopted City of Taylor Comprehensive Plan
- Similarities to Option 1
 - Provides increased safety and comfort for cyclists
 - Provides traffic calming along Mallard Lane
- Buttons and flexible posts not required but would increase safety if implemented.
 - Adding flex posts provides expected 53% reduction in bicycle crashes. (Approximate cost \$100,000)
 - Adding a mix of flex posts and buttons provides an expected 40% reduction in bicycle crashes. (Approximate cost \$10,000)
 - Source: Developing Crash Modification Factors for Separated Bicycle Lanes, FHWA-HRT-23-025

Cons

- No parking along Mallard Lane (per city ordinance)
- Cannot provide left-turn lanes on Mallard Lane
- Narrower buffer and bicycle lanes compared to Option 1
- Delivery vehicles, garbage bins, and mail carriers may block bike lane
- Bid out with 2024 street maintenance project
- Added cost to resurface roadway and replace striping (approximately \$315,000)

MALLARD LANE **OPTION 3**

Striped shoulder in each direction



MALLARD LANE **OPTION 3**

Striped shoulder in each direction

Pros

- Provides parking along Mallard Lane
- Provides space for garbage bins, delivery vehicles and mail carriers

Cons

- Does not currently implement the priority multimodal corridor identified in the adopted City of Taylor Comprehensive Plan (off-street Shared Use Path can be added in future)
- Potential future easements and landscaping removal required for SUP (see photo)
- Additional future cost to install SUP (approximately \$1,750,000)
- Added cost to resurface roadway and replace striping (approximately \$190,000)



MALLARD LANE OPTION 3

Striped shoulder in each direction



MALLARD LANE **OPTION 3**

Striped shoulder in each direction



2ND STREET

Revised Striping from Main Street to Davis Street

- Sufficient capacity available for lane reduction
- Street volume is 15,280 vehicles per day

Option 1 (Current Design)

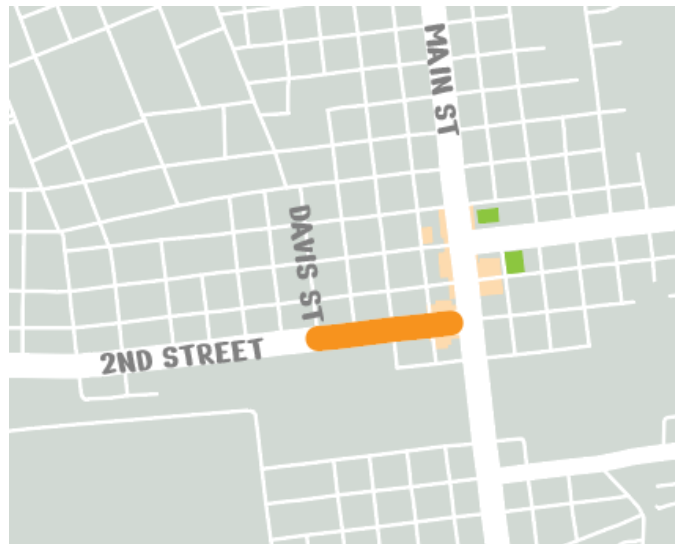
- Reduction of the roadway section from 4 lanes to 2 lanes.
Two-lane capacity is 25,460 vehicles per day.
- Angled parking on the north and south sides of 2nd Street.

Option 2

- Reduction of the roadway section from 4 lanes to 2 lanes with center turn lane. *Two-lane capacity is 29,820 vehicles per day.*
- Angled parking on the north side of 2nd Street;
Parallel parking on the south side of 2nd Street.

Option 3

- Maintain existing 4 lane striping configuration.
- Parallel parking on both sides of 2nd Street.



2ND STREET OPTION 1

CURRENT DESIGN

Angled parking on the north and south sides of 2nd Street



2ND STREET OPTION 1

CURRENT DESIGN

Pros

- Adds parking and calms traffic in Downtown, similar to Option 2
- More parking added than Option 2
- No additional project cost

Angled parking on the north and south sides of 2nd Street

Cons

- Cannot provide left-turn lanes on 2nd Street in the area
- Intersections still expected to operate at Level of Service A (minimal delay)

2ND STREET OPTION 2

Angled parking on the north side of 2nd Street;
parallel parking on the south side of 2nd Street



2ND STREET OPTION 2

**Angled parking on the north side of 2nd Street;
parallel parking on the south side of 2nd Street**

Pros

- Adds parking and calms traffic in Downtown, similar to Option 1
- Adds and maintains left-turn lanes on 2nd Street
- Reducing the roadway to two lanes with a center turn lane may result in up to 47% fewer crashes (Road Diet Informational Guide, FHWA-SA-14-028)

Cons

- Less parking added than Option 1
- Increases project cost by approximately \$15,000

2ND STREET OPTION 3

EXISTING CONDITIONS

Two travel lanes in each direction with parallel parking on both sides of 2nd Street



2ND STREET OPTION 3

EXISTING CONDITIONS

Two travel lanes in each direction with parallel parking on both sides of 2nd Street

Pros

- Familiar roadway configuration
- Increased vehicular capacity compared to Options 1 and 2

Cons

- Less parking added than Options 1 and 2
- Left turning vehicles may block the inner travel lanes
- Decreased left turn safety compared to Options 1 and 2
- Less traffic calming compared to Options 1 and 2
- Increases project cost by approximately \$15,000

4TH STREET

Updated striping from Main Street to Dolan Street. Reduce roadway from 4 lanes to 2 lanes with center turn lane.

Option 1 (Current Design)

- Two-way cycle track on the north side of 4th Street, parallel parking on the south side

Option 2

- Buffered bike lanes on the north and south sides of 4th Street, parallel parking on one side of 4th Street (alternating)

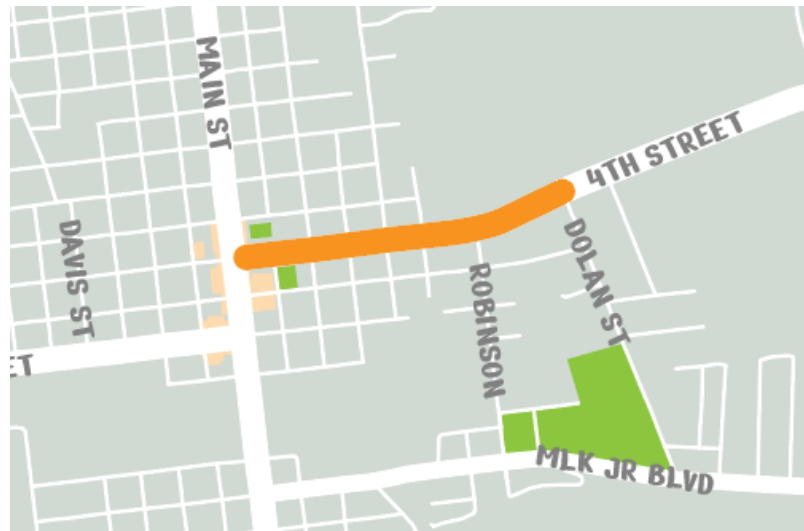
Option 3

- Parallel parking or striped shoulder on the north and south sides of 4th Street with off-street Shared Use Path

Option 4

- Maintain existing 4 lane striping configuration, with no center turn lane

- Sufficient capacity is available for lane reduction.
- Street volume is 14,010 vehicles per day
- Two-lane capacity is 29,150 vehicles per day



4TH STREET OPTION 1 WEST

Two-way cycle track on the north side of 4th Street, parallel parking on the south side of 4th Street



4TH STREET OPTION 1 EAST

Two-way cycle track on the
north side of 4th Street



4TH STREET OPTION 1

CURRENT DESIGN

Pros

- Provides increased safety and comfort for cyclists, similar to Option 2
- Adds on-street parking and calms traffic, similar to Options 2 and 3
- Provides a more direct connection to the hike and bike trail near the animal shelter compared to Option 2
- Wider buffer and bicycle lanes compared to Option 2
- No additional project cost

Two-way cycle track on the north side of 4th Street, parallel parking on the south side of 4th Street

Cons

- Potential conflicts with right-turning drivers who may not look for bicycles coming from their right
- Buttons and flexible posts (maintenance challenges)
- Parallel parking cannot alternate sides of the street based on need.

4TH STREET OPTION 2 WEST

Buffered bike lanes on the north and south sides of 4th Street, parallel parking on one side (alternating)



4TH STREET OPTION 2 WEST (BUTTONS)

Buffered bike lanes on the north and south sides of 4th Street, parallel parking on one side (alternating)



4TH STREET OPTION 2 WEST (POSTS)

Buffered bike lanes on the north and south sides of 4th Street, parallel parking on one side (alternating)



4TH STREET OPTION 2 EAST

Buffered bike lanes on the north and
south sides of 4th Street



4TH STREET OPTION 2 EAST (BUTTONS)

Buffered bike lanes on the north and
south sides of 4th Street



4TH STREET OPTION 2 EAST (POSTS)

Buffered bike lanes on the north and
south sides of 4th Street



4TH STREET OPTION 2

Pros

- Provides increased safety and comfort for cyclists, similar to Option 1
- Adds on-street parking and calms traffic, similar to Options 1 and 3
- Allows parallel parking to alternate sides of the street based on need
- Buttons and flexible posts not required but would increase safety if implemented.
 - Adding flex posts provides expected 53% reduction in bicycle crashes. (Approximate cost \$85,000)
 - Adding a mix of flex posts and buttons provides an expected 40% reduction in bicycle crashes. (Approximate cost \$8,000)
 - Source: Developing Crash Modification Factors for Separated Bicycle Lanes, FHWA-HRT-23-025

Buffered bike lanes on the north and south sides of 4th Street, parallel parking on one side (alternating)

Cons

- Provides a less direct connection to the hike and bike trail for eastbound cyclists compared to Options 1 and 3
- Bike lanes would need to extend to Dolan Street to connect to hike and bike trail
- Narrower buffer and bicycle lanes compared to Option 1
- Increases project cost by approximately \$15,000

4TH STREET OPTION 3 WEST

Parallel parking on the north and south sides
of 4th Street with off-street Shared Use Path



4TH STREET OPTION 3 EAST

Striped shoulder on the north and south sides
of 4th Street with off-street Shared Use Path



4TH STREET OPTION 3

Parallel parking or striped shoulder on the north and south sides of 4th Street with off-street Shared Use Path

Pros

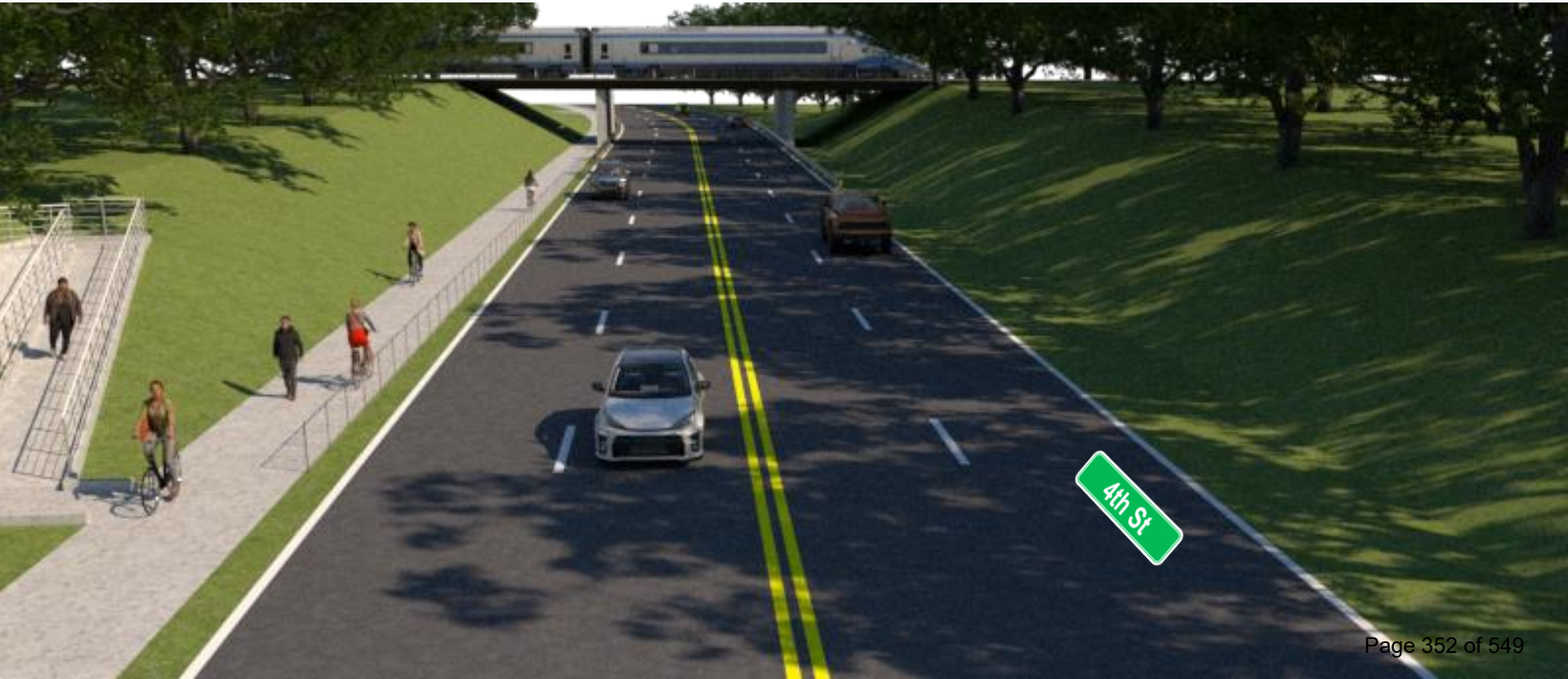
- Provides parking along both sides of the street
- Reduces project cost by approximately \$20,000 due to reduced materials cost

Cons

- Does not currently implement the priority multimodal corridor identified in the adopted City of Taylor Comprehensive Plan (off-street Shared Use Path can be added in future)
- Additional future cost to install SUP (approximately \$600,000)
- SUP would require rail permit to perform work on slope under railroad bridge

4TH STREET OPTION 4

Existing conditions
4 lanes with no center turn lane



4TH STREET OPTION 4

Existing conditions 4 lanes with no center turn lane

Pros

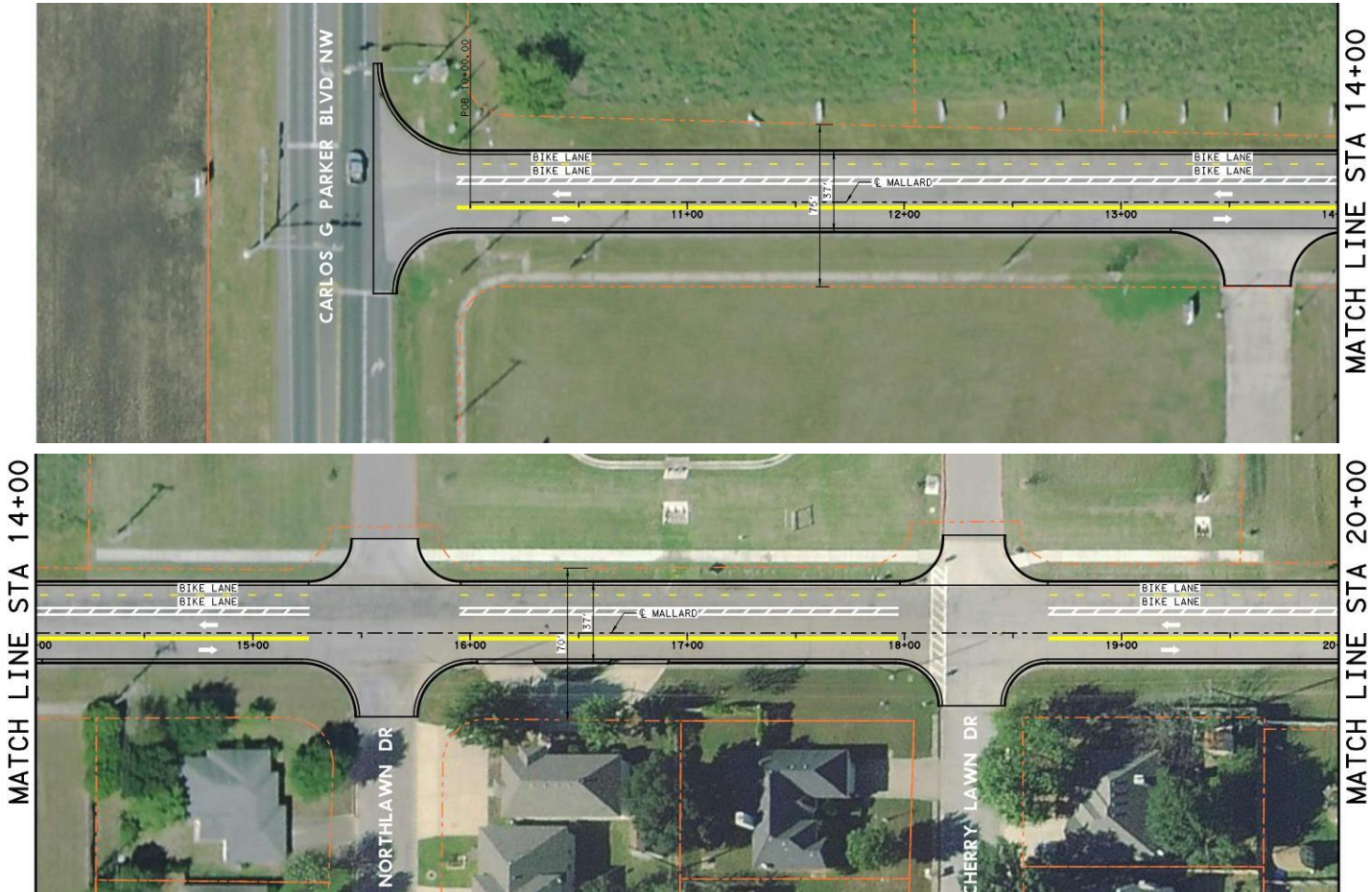
- Familiar roadway configuration
- Increased vehicular capacity compared to Options 1 and 2
- Savings on restriping of approximately \$20,000 due to reduced materials cost

Cons

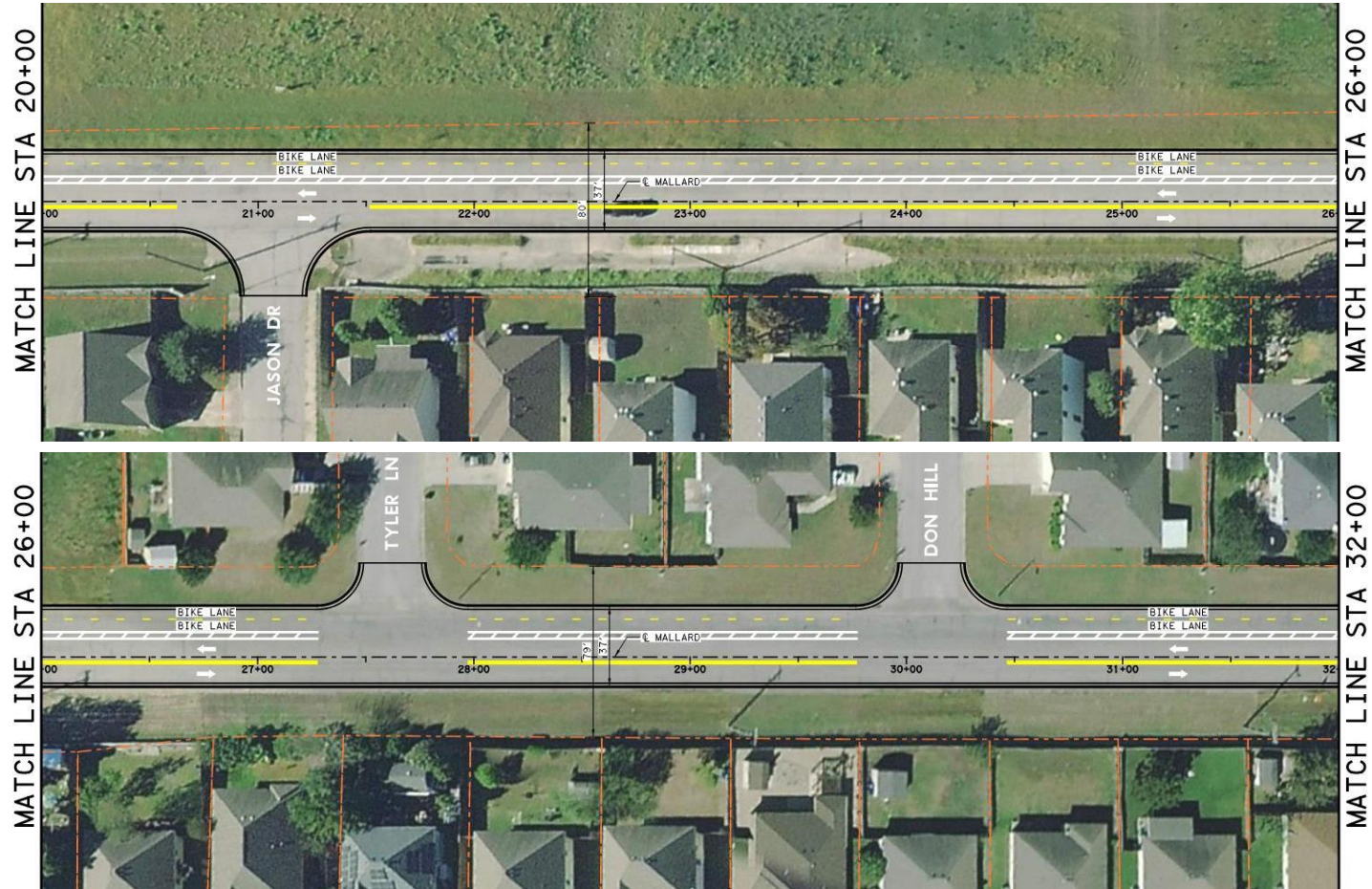
- Does not currently implement the priority multimodal corridor identified in the adopted City of Taylor Comprehensive Plan (off-street Shared Use Path can be added in future)
- Additional future cost to install SUP (approximately \$600,000)
- SUP would require rail permit to perform work on slope under railroad bridge
- Less parking added than Options 1 - 3
- Left turning vehicles may block the inner travel lanes
- Decreased left turn safety compared to Options 1 - 3
- Less traffic calming compared to Options 1 - 3

CONCEPTUAL LAYOUTS

MALLARD #1



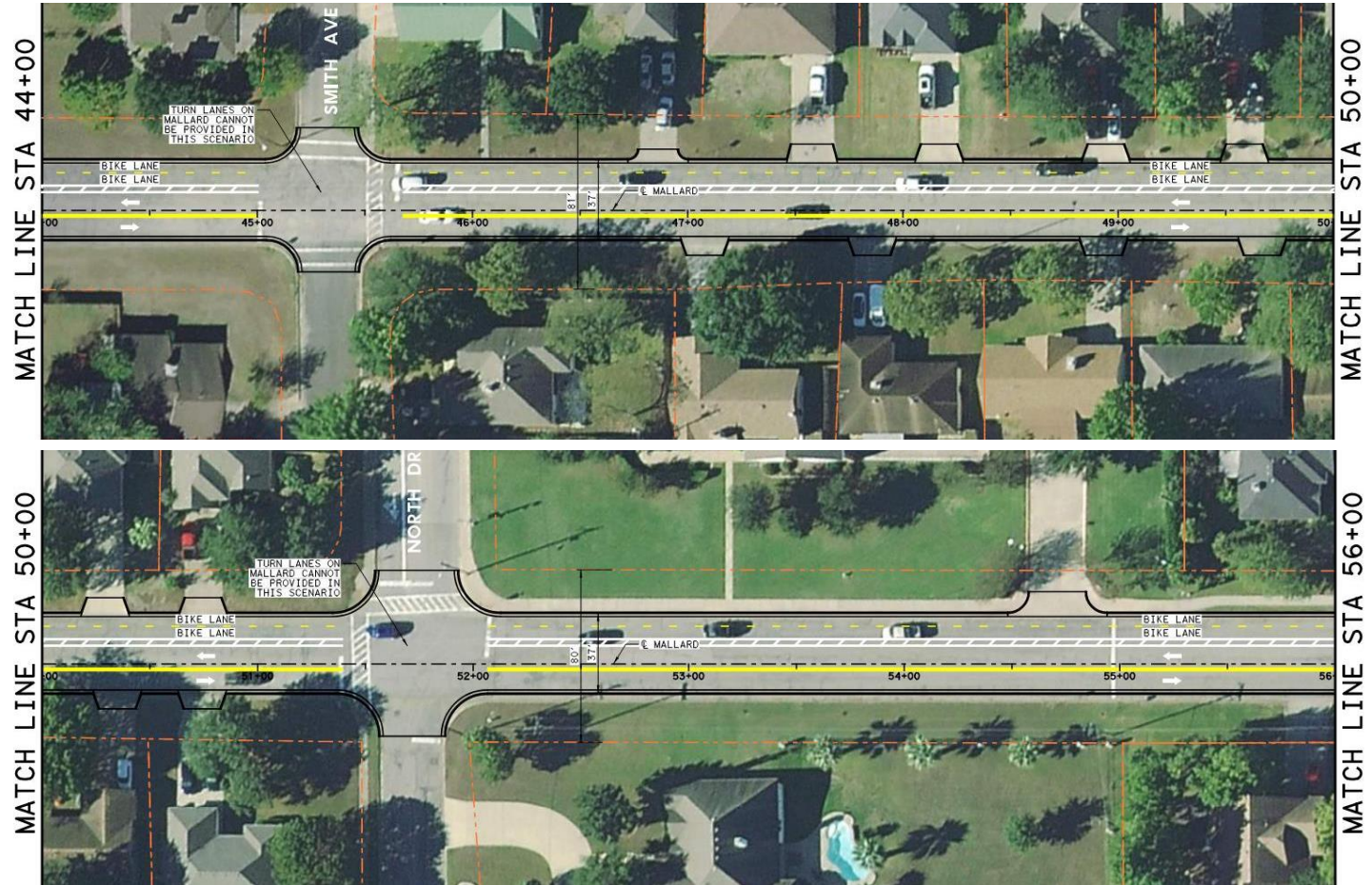
MALLARD #1



MALLARD #1



MALLARD #1



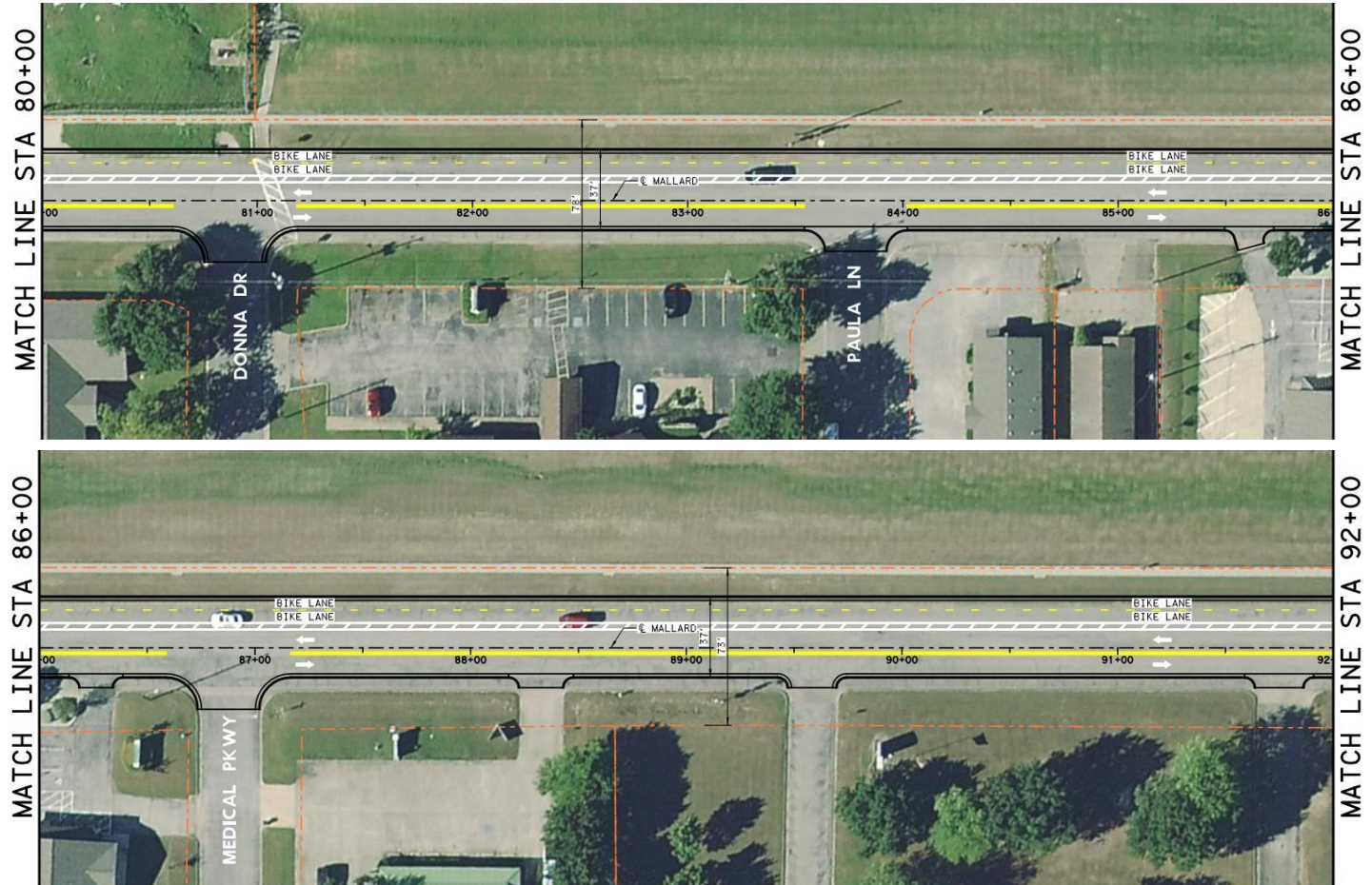
MALLARD #1



MALLARD #1



MALLARD #1

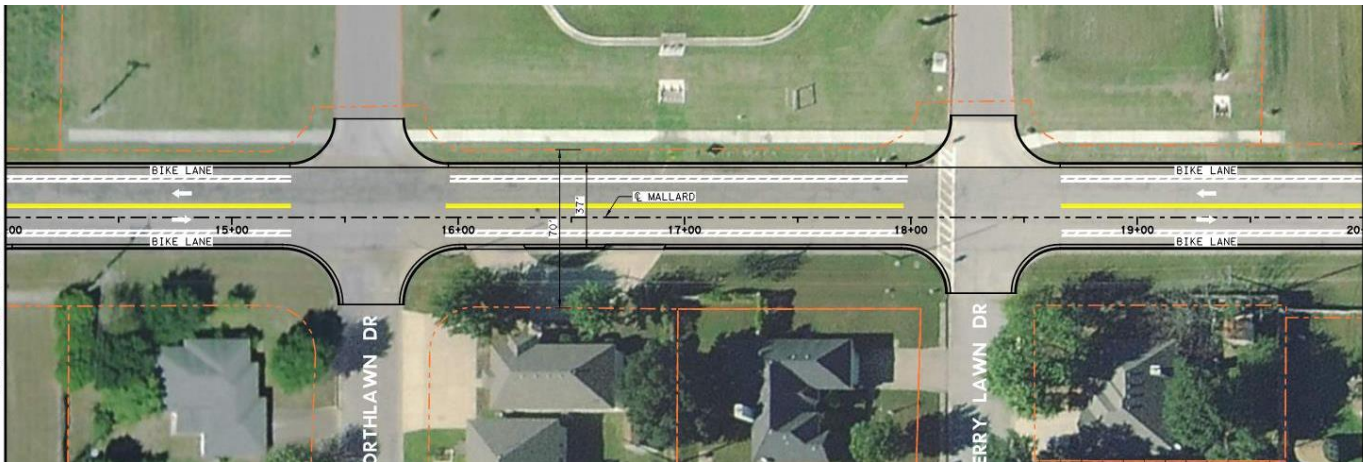


MALLARD #1

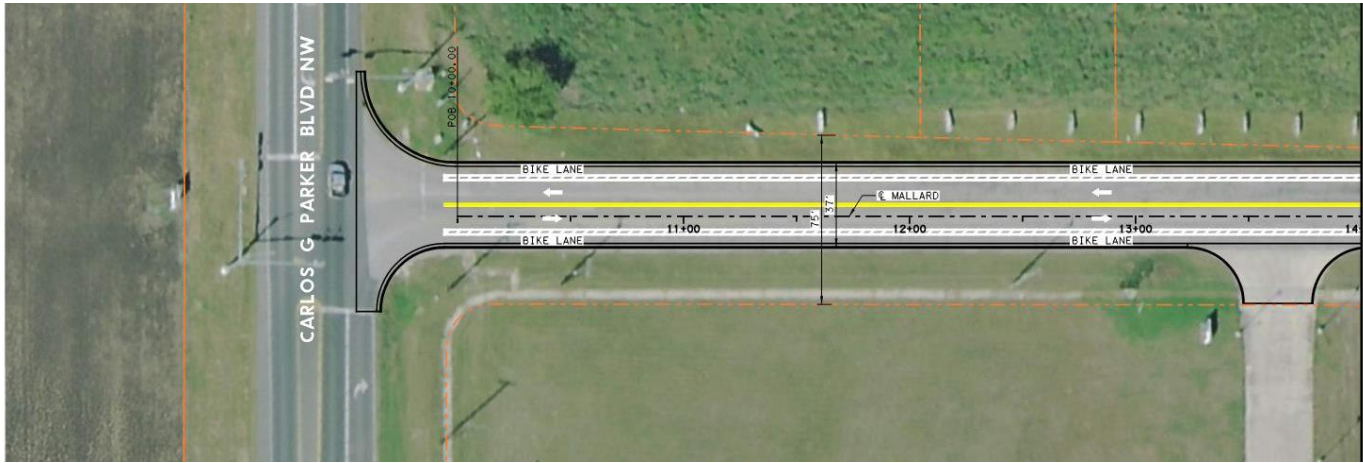


MALLARD #2

MATCH LINE STA 14+00

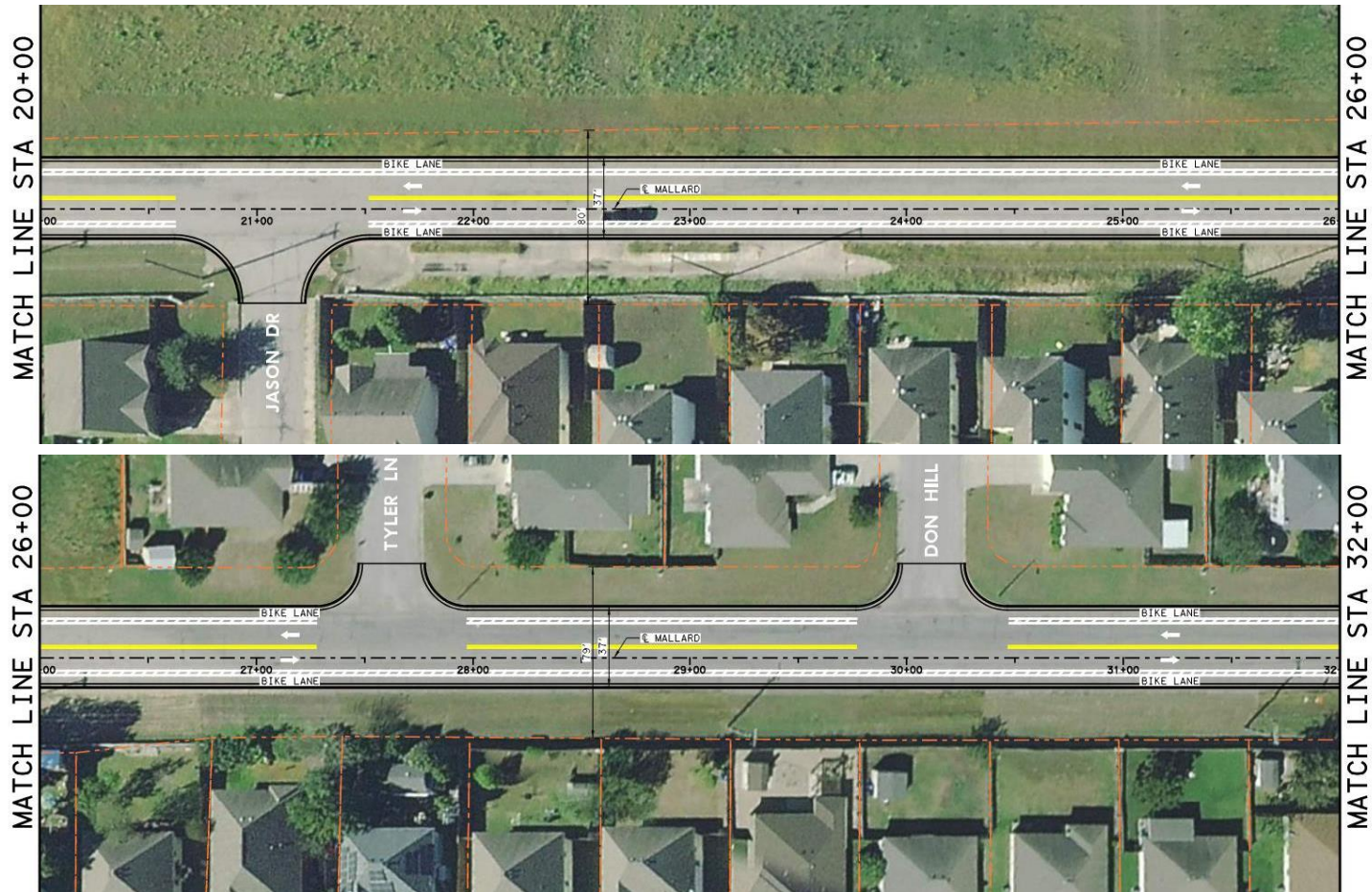


MATCH LINE STA 20+00

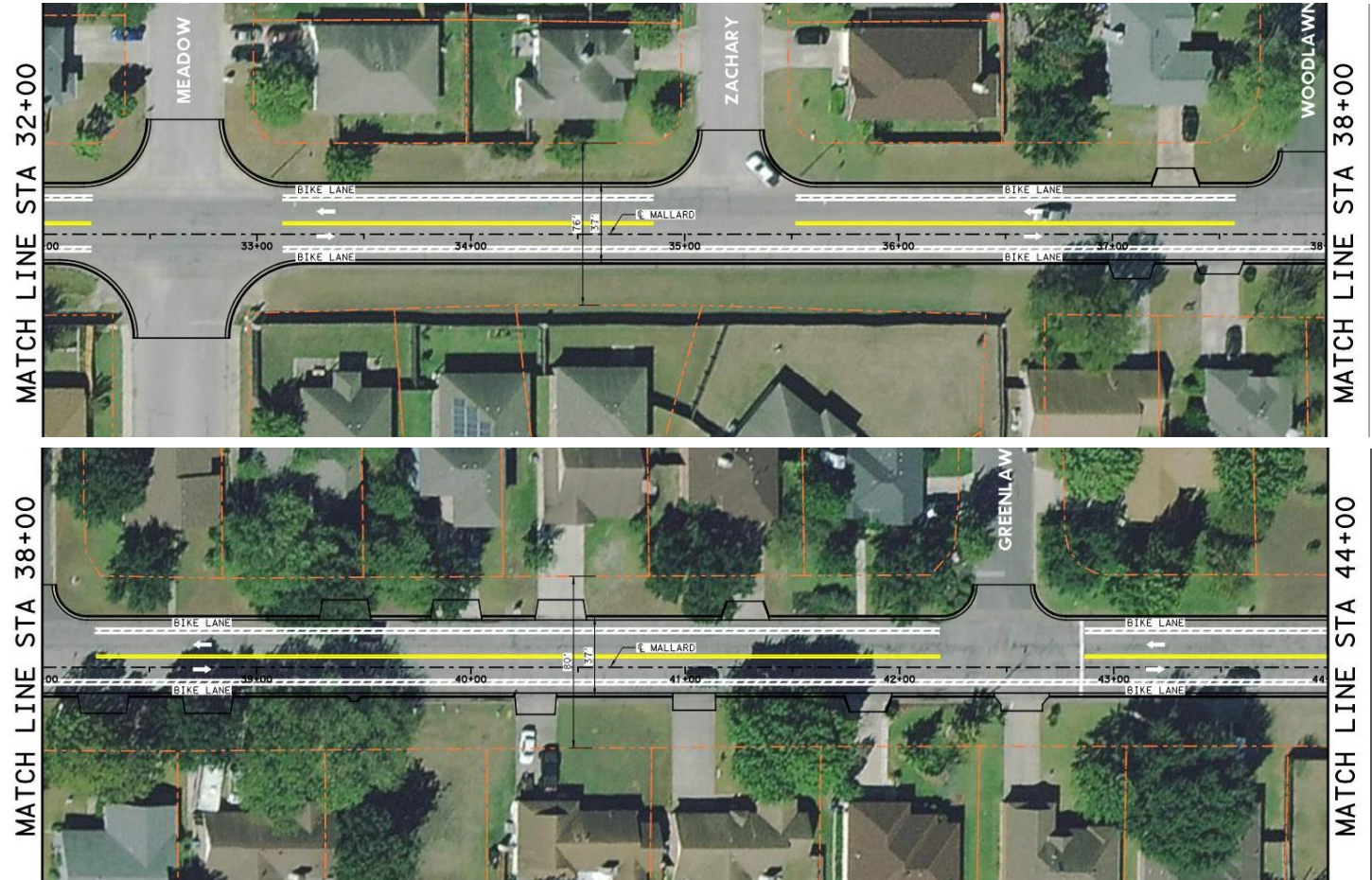


MATCH LINE STA 14+00

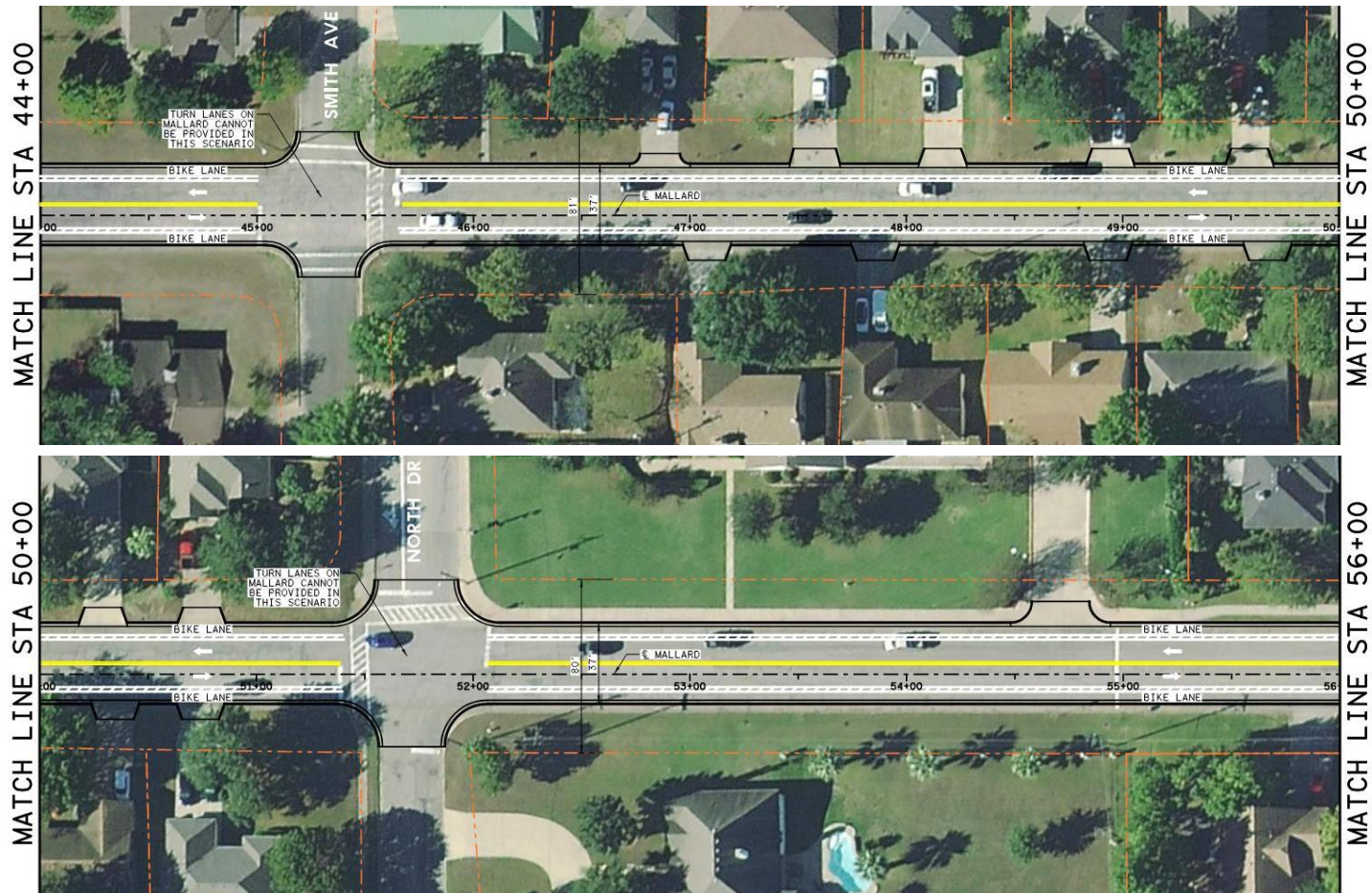
MALLARD #2



MALLARD #2



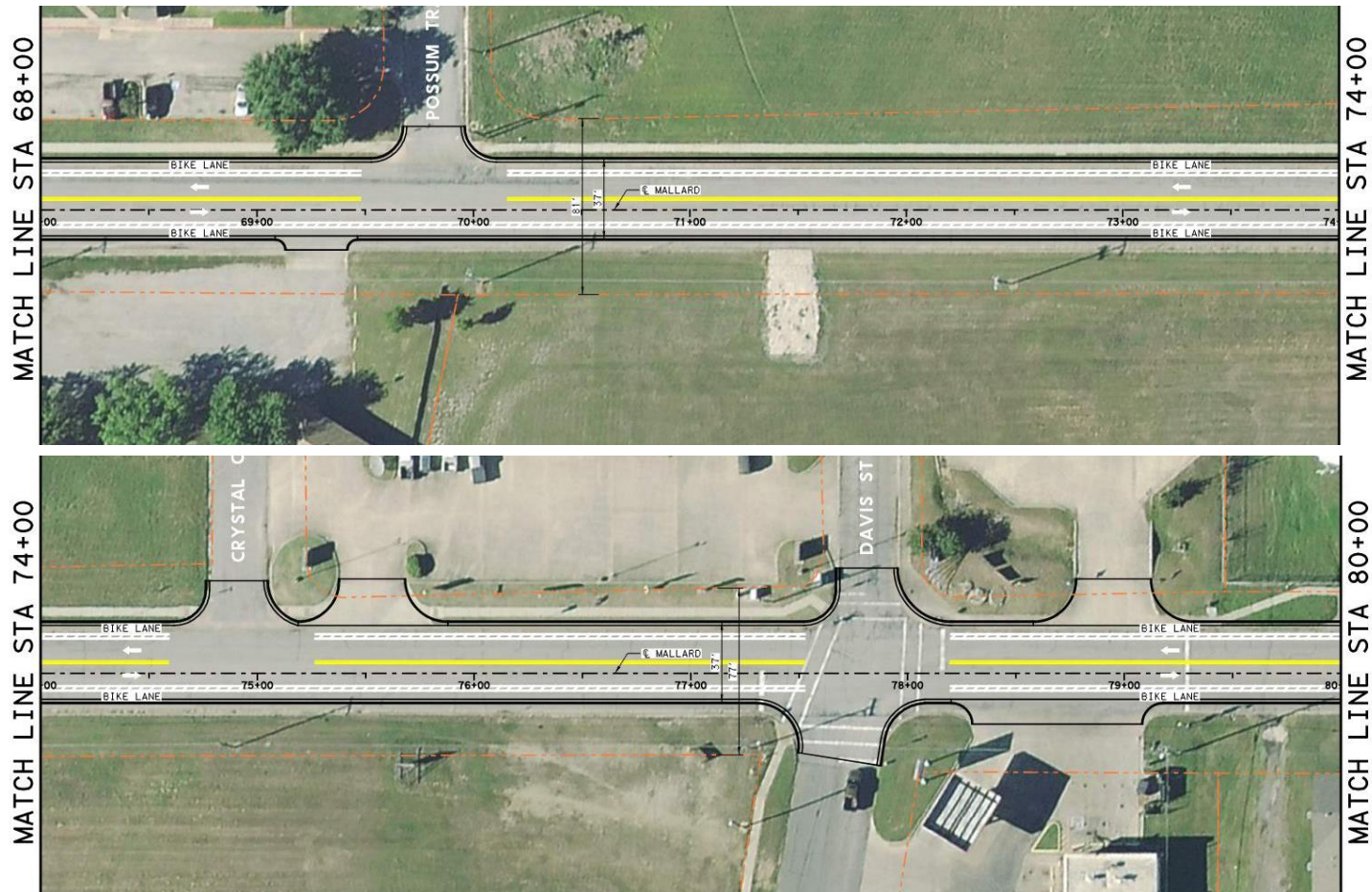
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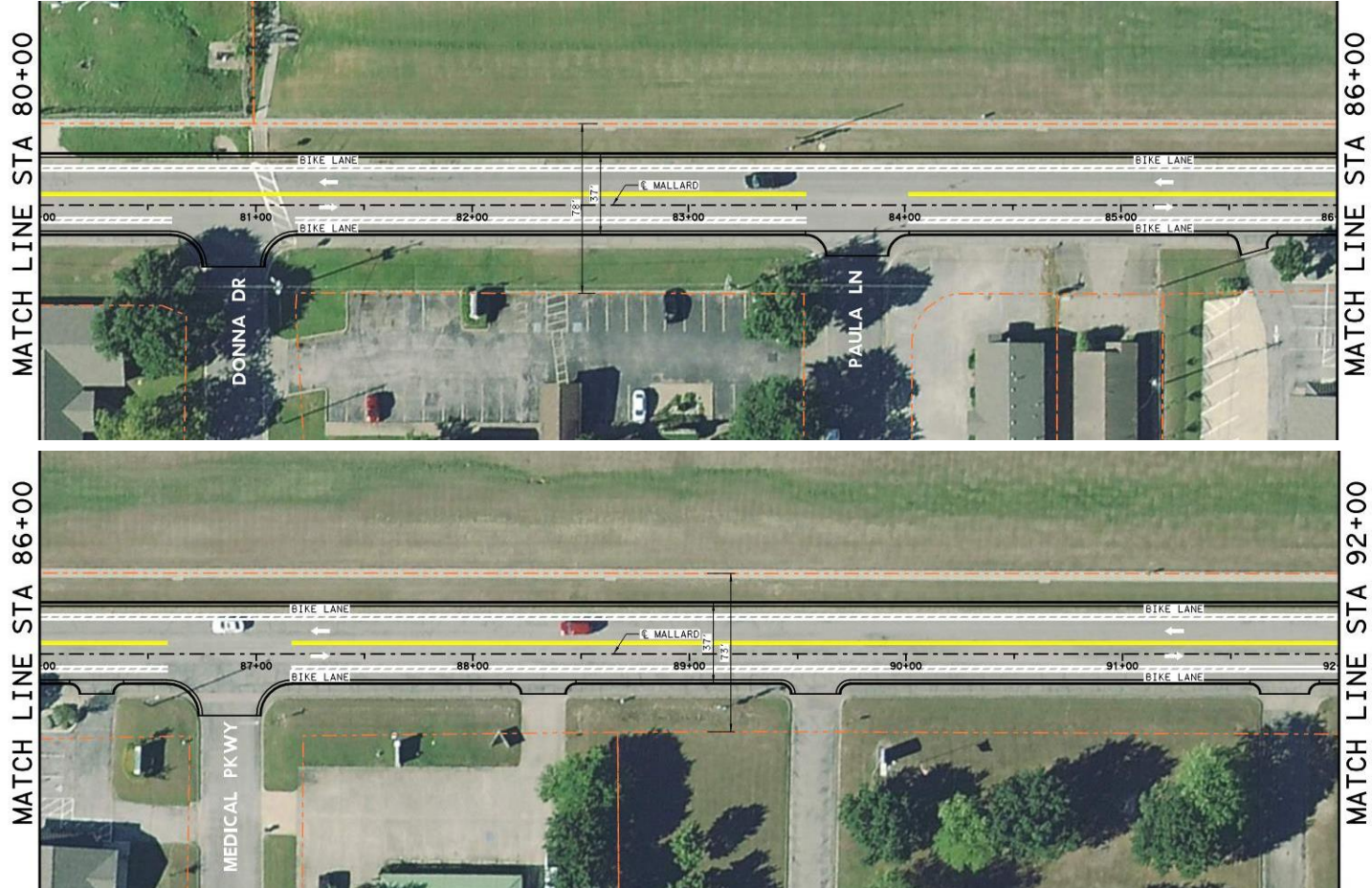
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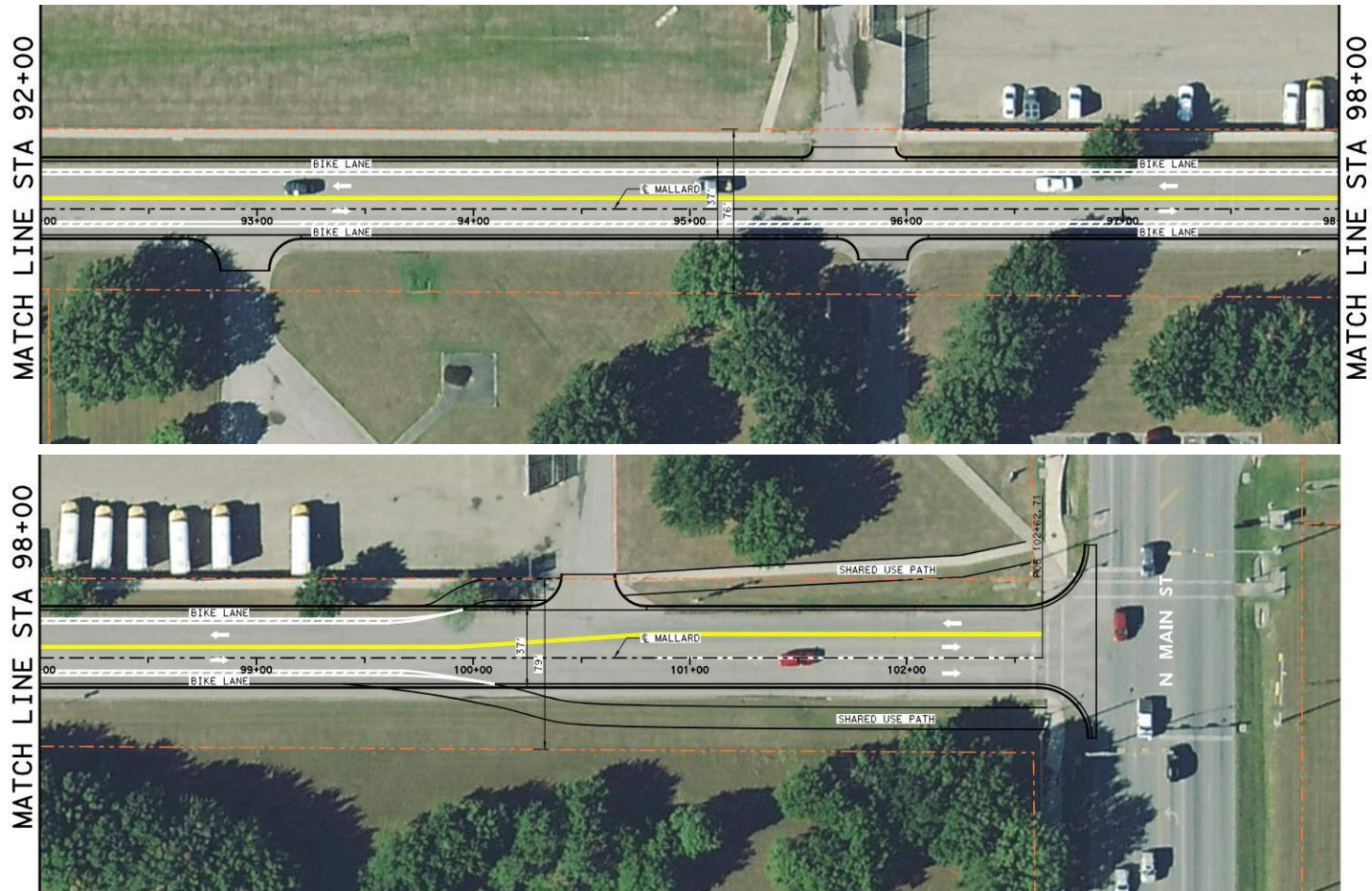
MALLARD #2



MALLARD #2



MALLARD #2





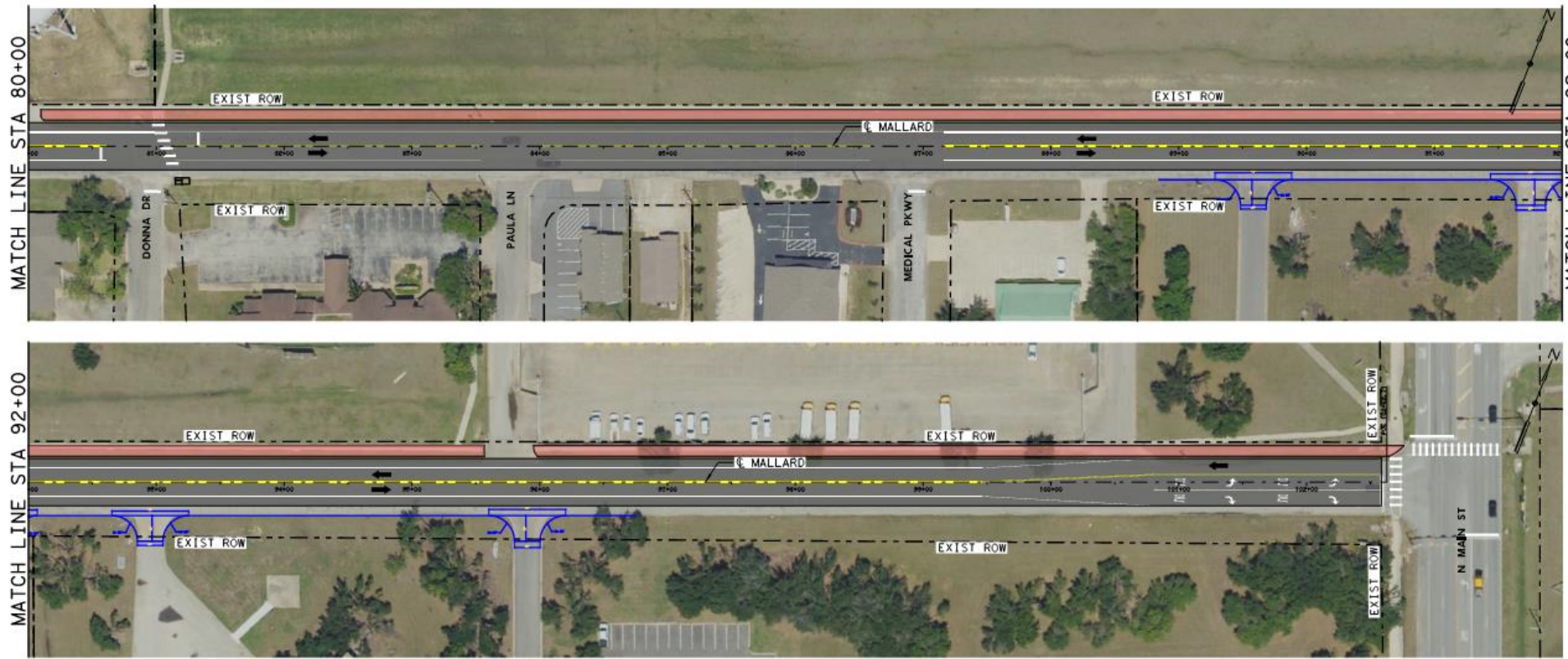
MALLARD #3



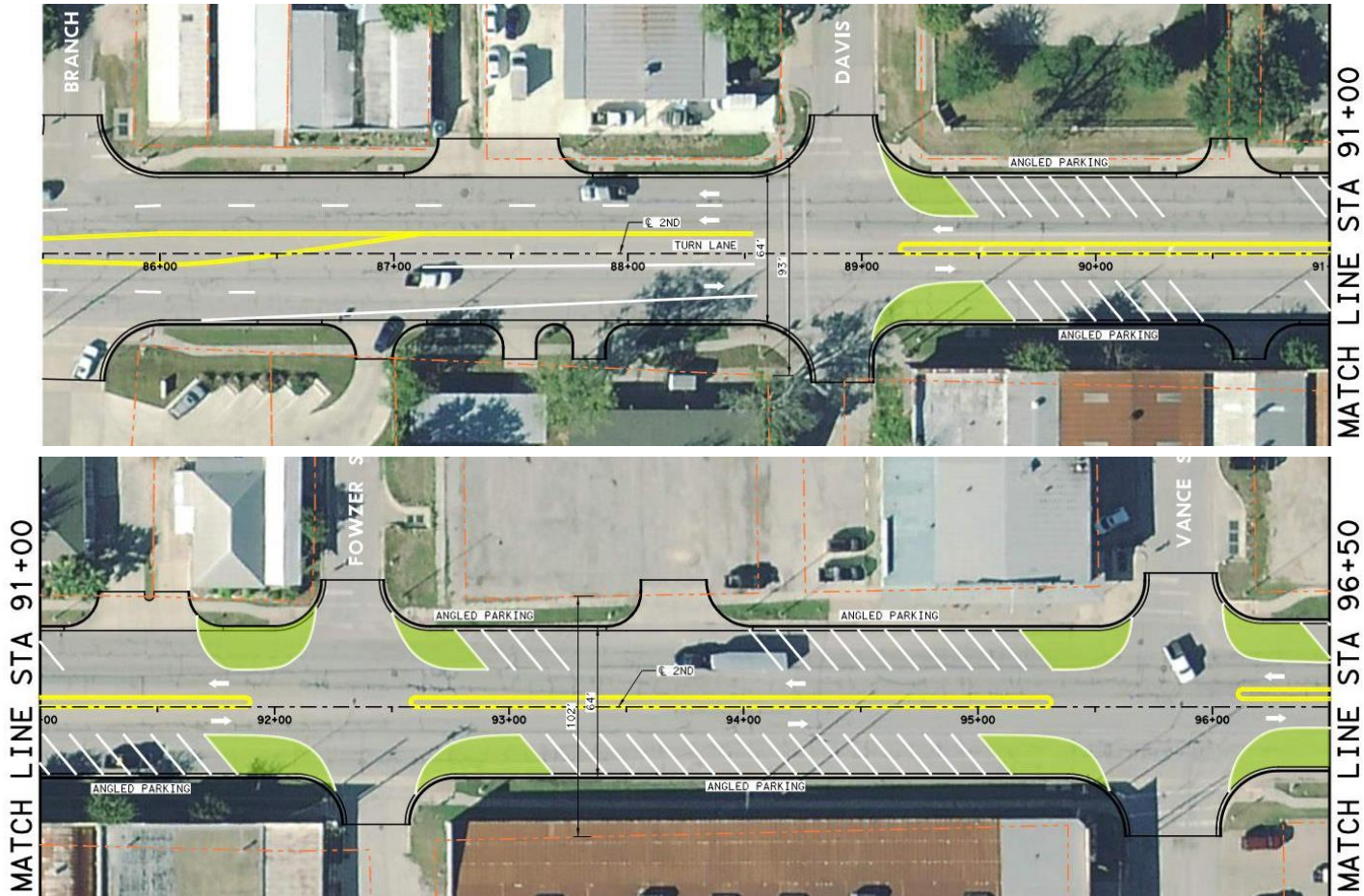
MALLARD #3



MALLARD #3



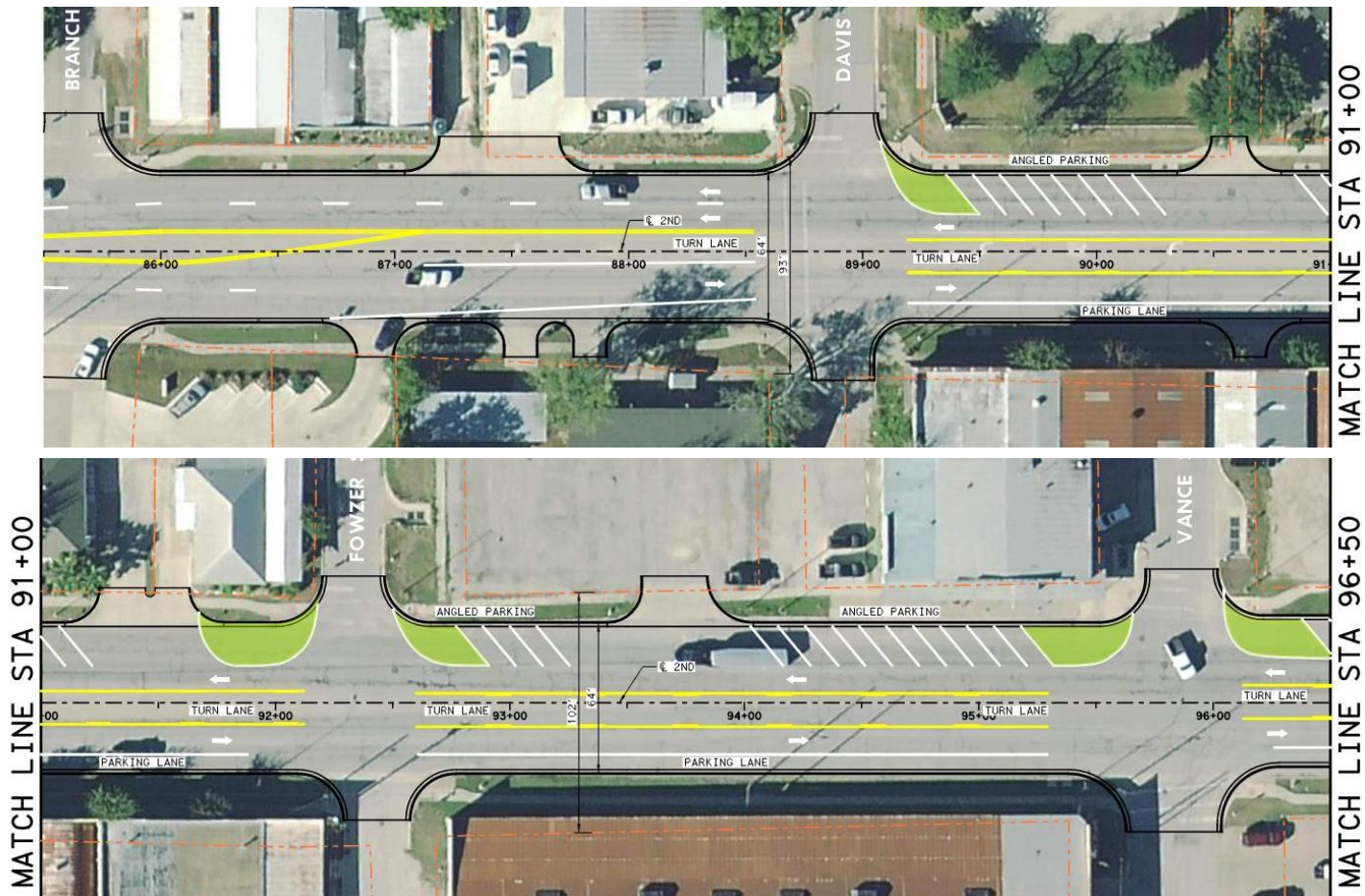
2ND STREET #1



2ND STREET #1



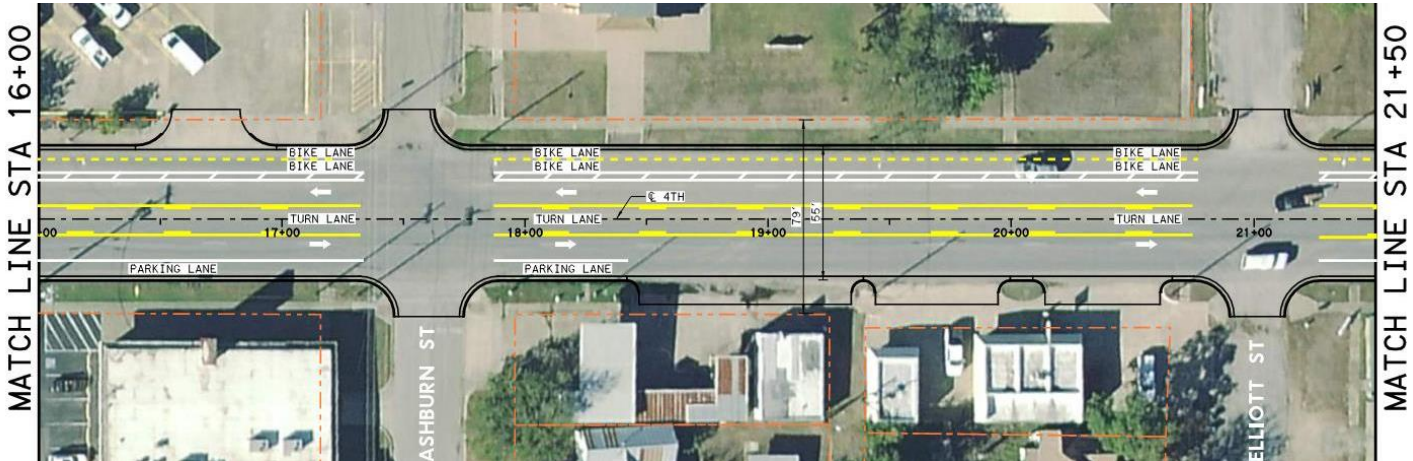
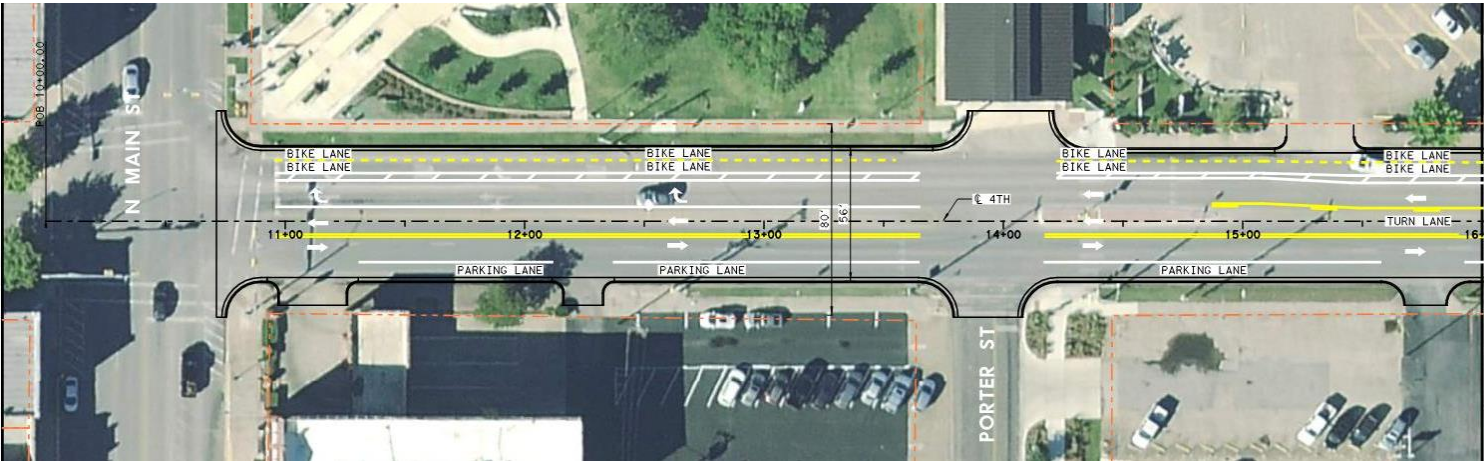
2ND STREET #2



2ND STREET #2



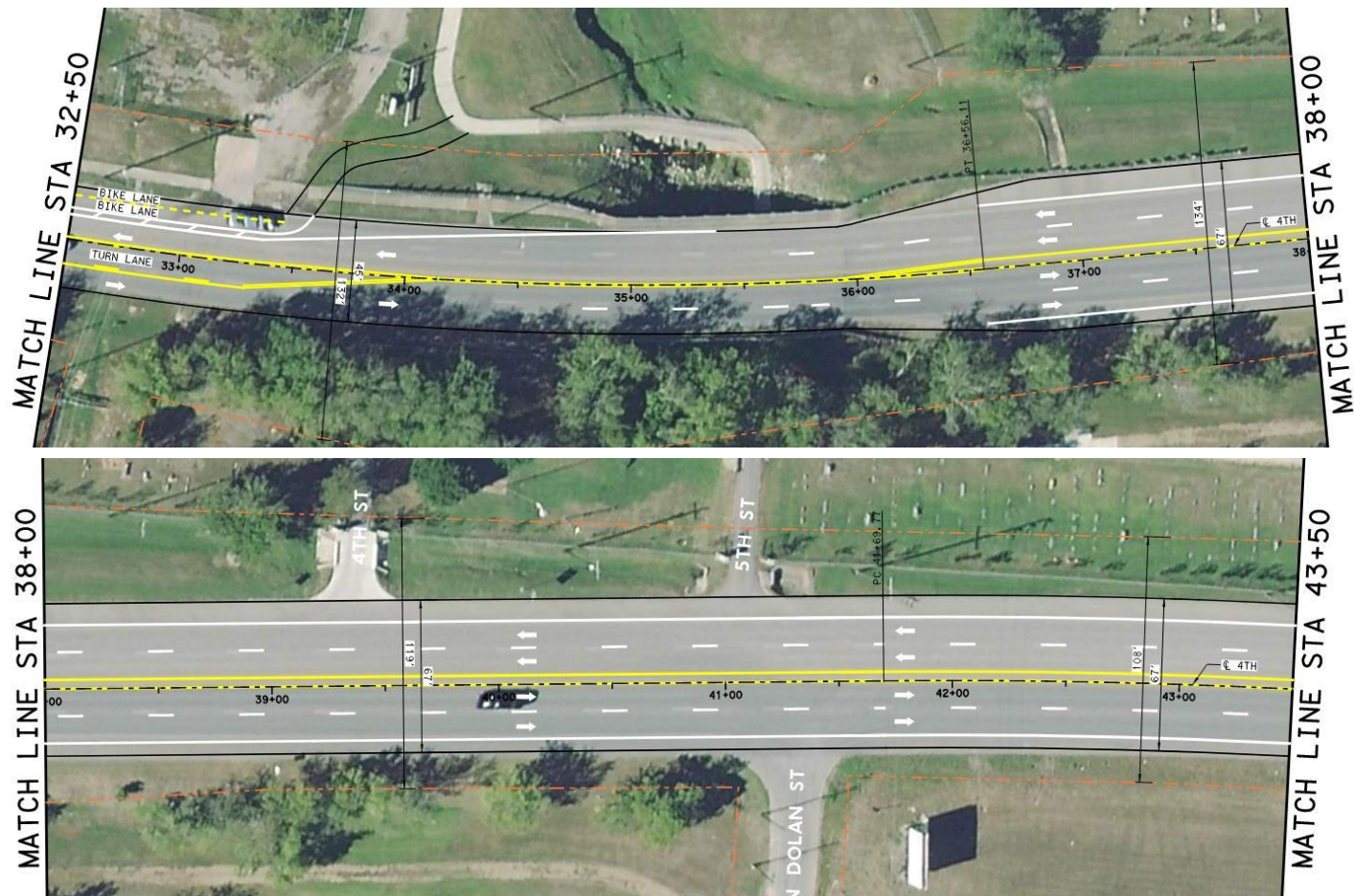
4TH STREET #1



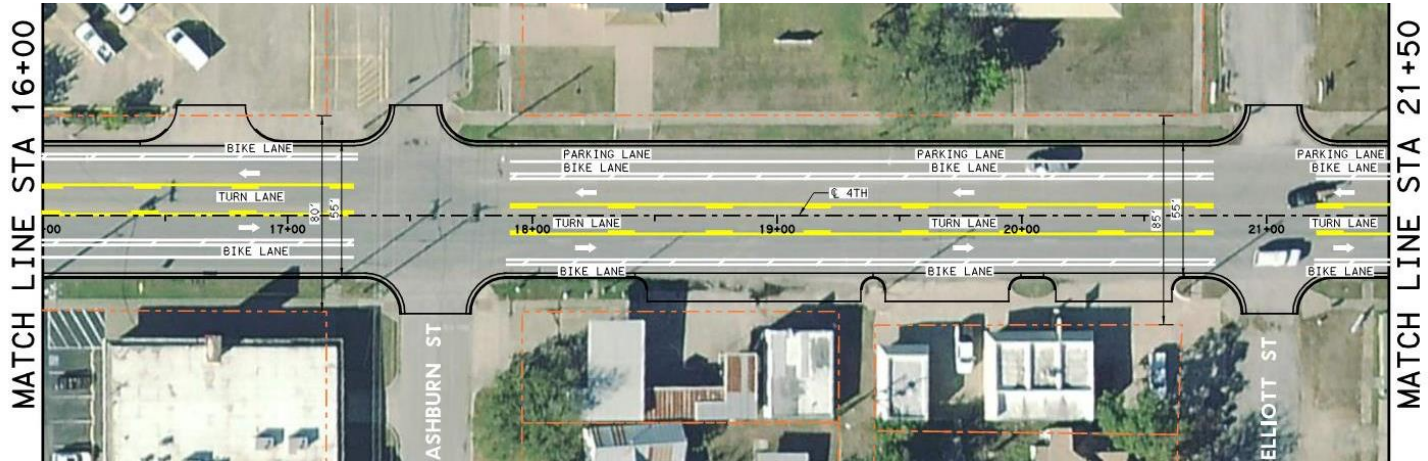
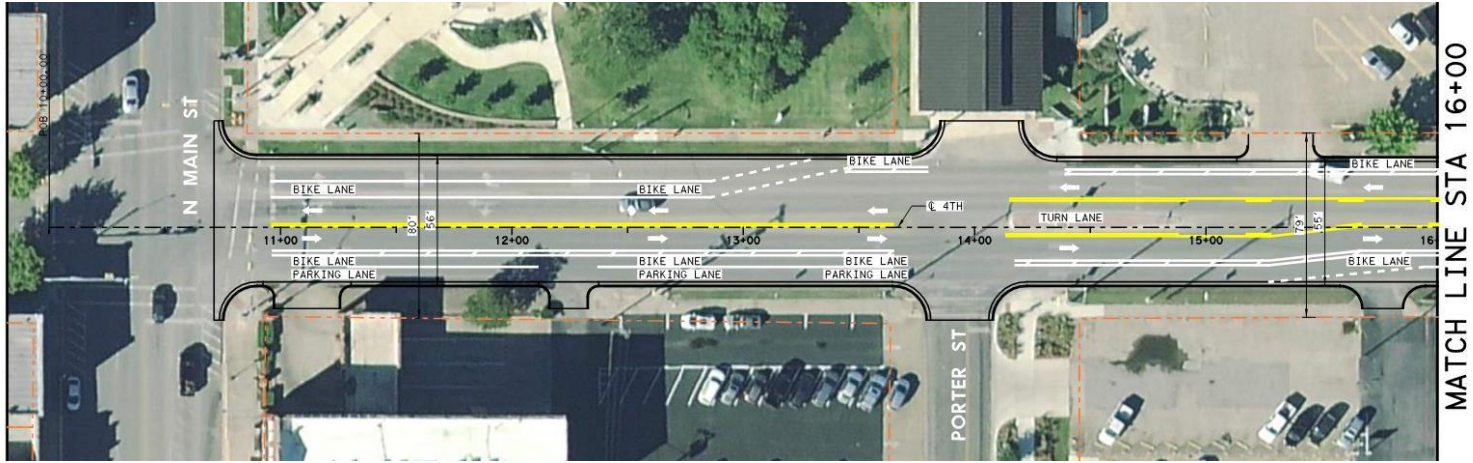
4TH STREET #1



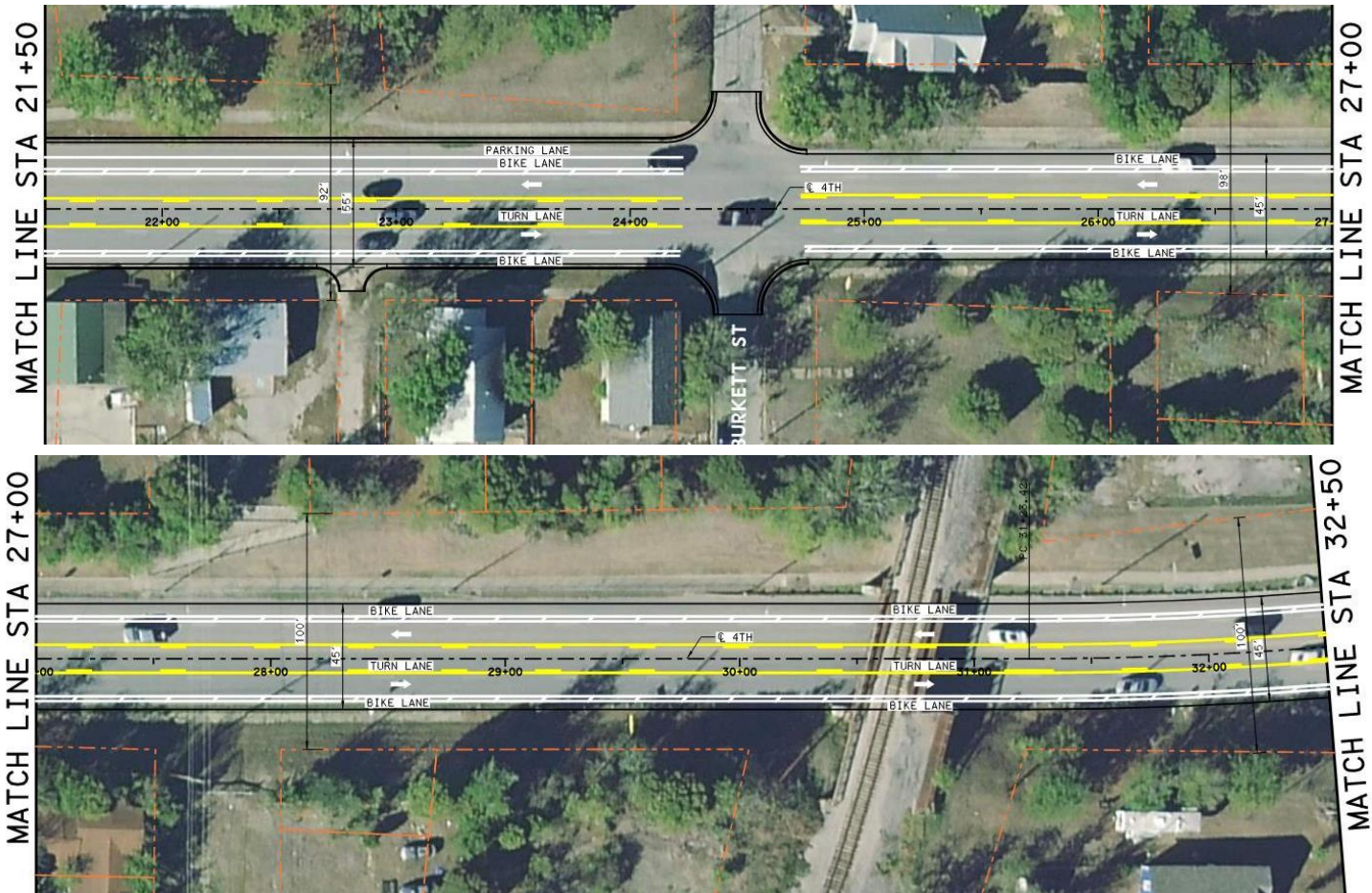
4TH STREET #1



4TH STREET #2



4TH STREET #2



4TH STREET #2



4TH STREET #3



4TH STREET #3





City Council Meeting June 13, 2024 Transmittal Letter

STRATEGIC PILLAR

Streets/Infrastructure

Agenda Item Number: 12.

Agenda Title: **WILCO Flood Map and Drainage Master Plan Update.**

Council Action to be Taken: No action being requested, information only

Department Submitted: Public Works

Staff Contact: Jacob Walker, City Engineer
Jim Gray, Director

1. PURPOSE / DESCRIPTION

This item is to provide updates for the Williamson County Flood Mapping project and for the implementation status of drainage projects identified in the 2022 City of Taylor Drainage Master Plan.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Williamson County is developing new county wide floodplain maps. These maps are being updated to reflect new rainfall and surface data. The county will use these maps to regulate development. These maps will likely be used to update future FEMA floodplain maps. The new flood plain maps only map riverine flooding and thus do not map localized flooding that is caused from inadequate drainage infrastructure. Modeling and mapping efforts have been completed with the development of conceptual mitigation on-going. A public meeting was held in Taylor on June 5th to provide an update on the new floodplain maps. Final study findings will be available late this year.

The City of Taylor Drainage Master Plan was completed in 2022 and provided a prioritized list of 23 drainage projects to implement. Multiple projects from this list have already been funded through either State grant or City bond funds. Many other projects have been submitted for either FEMA or State funding and are currently under review. This update provides a status update on the list of projects identified under the Drainage Master Plan with more detailed information provided for projects that are nearing construction, which includes the GLO-TWDB funded Donna Channel, Mustang Creek, and Travis & Franklin drainage improvement projects. Approximately \$11.5M has been secured in State grants and 0% loans for these projects. The funding for these projects comes from the following: Donna Channel and Mustang Creek regional

detention and channel improvements
\$5,555,330 grant from General Land Office, CDBG-MIT funds

Bull Branch Detention/Donna Channel Improvement& Travis & Franklin
\$5,090,000 0% interest loan
\$900,000 grant

\$3 Million in CO reserved for any issues that occur with the projects.

A public open house is planned for the GLO-TWDB projects on June 26th from 5:00 to 7:00 at the City's public library.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• City received \$11.5M in State grants and loans for the GLO-TWDB projects • More projects have been submitted for funding through FEMA-HMGP and TWDB FIF	• New infrastructure requires additional maintenance costs • Grant funds are limited. Higher than anticipated bids from contractors could exceed grant amounts requiring project scope reductions or additional contingency funds from the City.

4. RECOMMENDATION

No action required. Information only.

5. FUNDING SOURCE

General Land Office Community Development Block Grant – Mitigation (CDBG-MIT) funds, Texas Water Development Board Flood Infrastructure Funds (FIF) funds, FEMA Hazard Mitigation Grant Program (HMGP) funds, and City of Taylor 2023 Bond Funds

6. TIMELINE

Timelines for the funded projects vary. GLO-TWDB funded projects Donna and Mustang Creek have completed the design phase with construction anticipated to start in the second half of 2024 and end in the latter half of 2025. The GLO-TWDB Travis & Franklin project has completed 60% design with 100% design anticipated to be completed later this year with construction slated for 2025. The) are anticipated to be constructed in late 2024 through 2025. The four projects funded by the 2023 City of Taylor Bond funds include Burkett, Velma, Old Thorndale, and Tammi Lane, have kicked off design efforts in the Spring of 2024.

7. OTHER OPTIONS

N/A

8. ATTACHMENTS

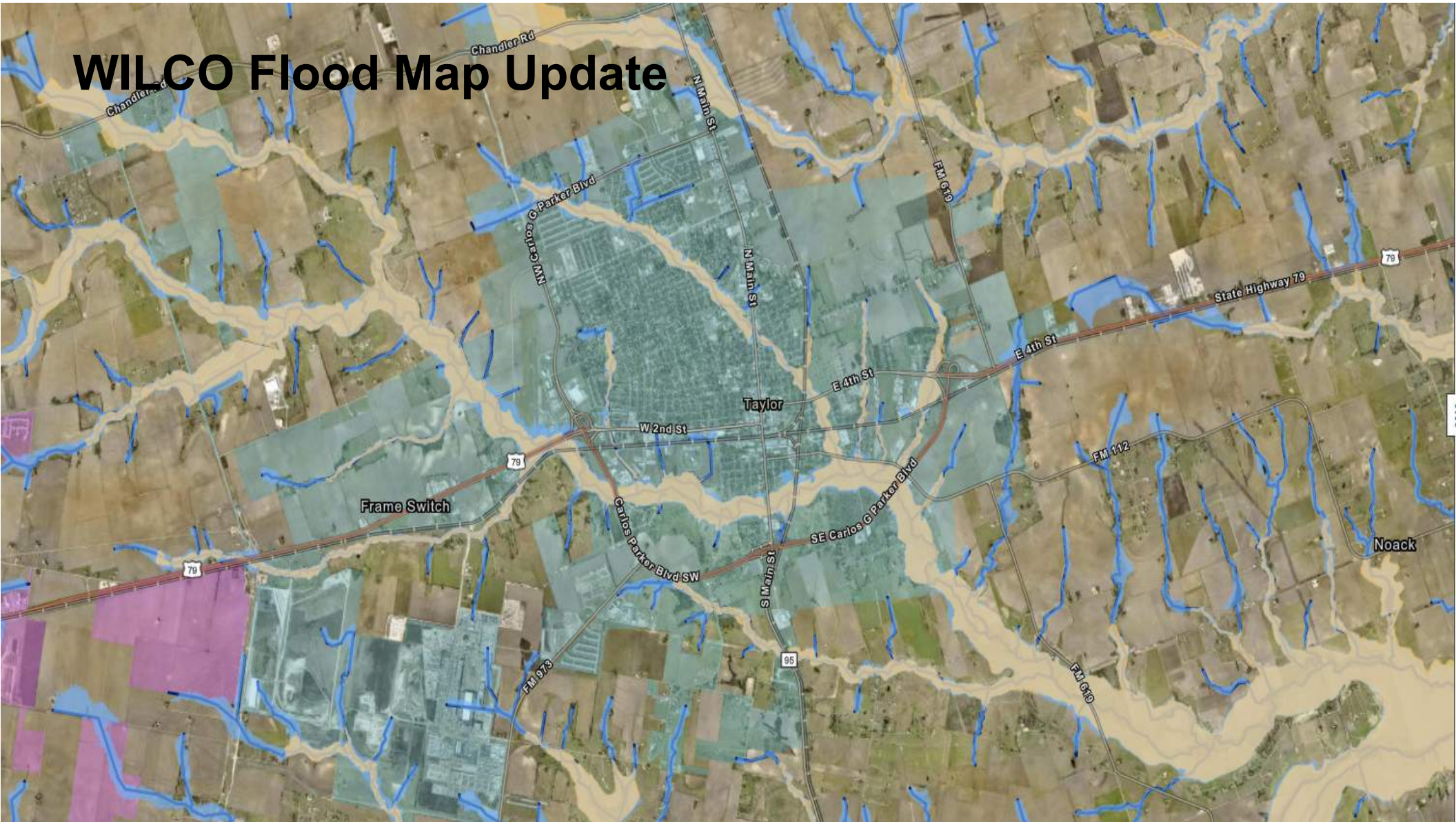
1. WILCO flood map Presentation 2024-06-13_Council Drainage Update (3)

Williamson County Flood Map Updates



06/13/2024

WILCO Flood Map Update



WILCO Flood Map Update

- New county wide floodplain maps
- Updated to reflect new rainfall (Atlas 14) and surface data
- County will use to regulate development
- Likely be used to update future FEMA floodplain maps
- Only mapped riverine flooding (i.e. does not show localized flooding)
- Modeling and mapping complete
- Conceptual mitigation on-going
- Final study findings late this year



FEMA Floodplains

FEMA 100-yr Floodplain

FEMA - 1.0% Annual Chance Flood Hazard (100 yr)



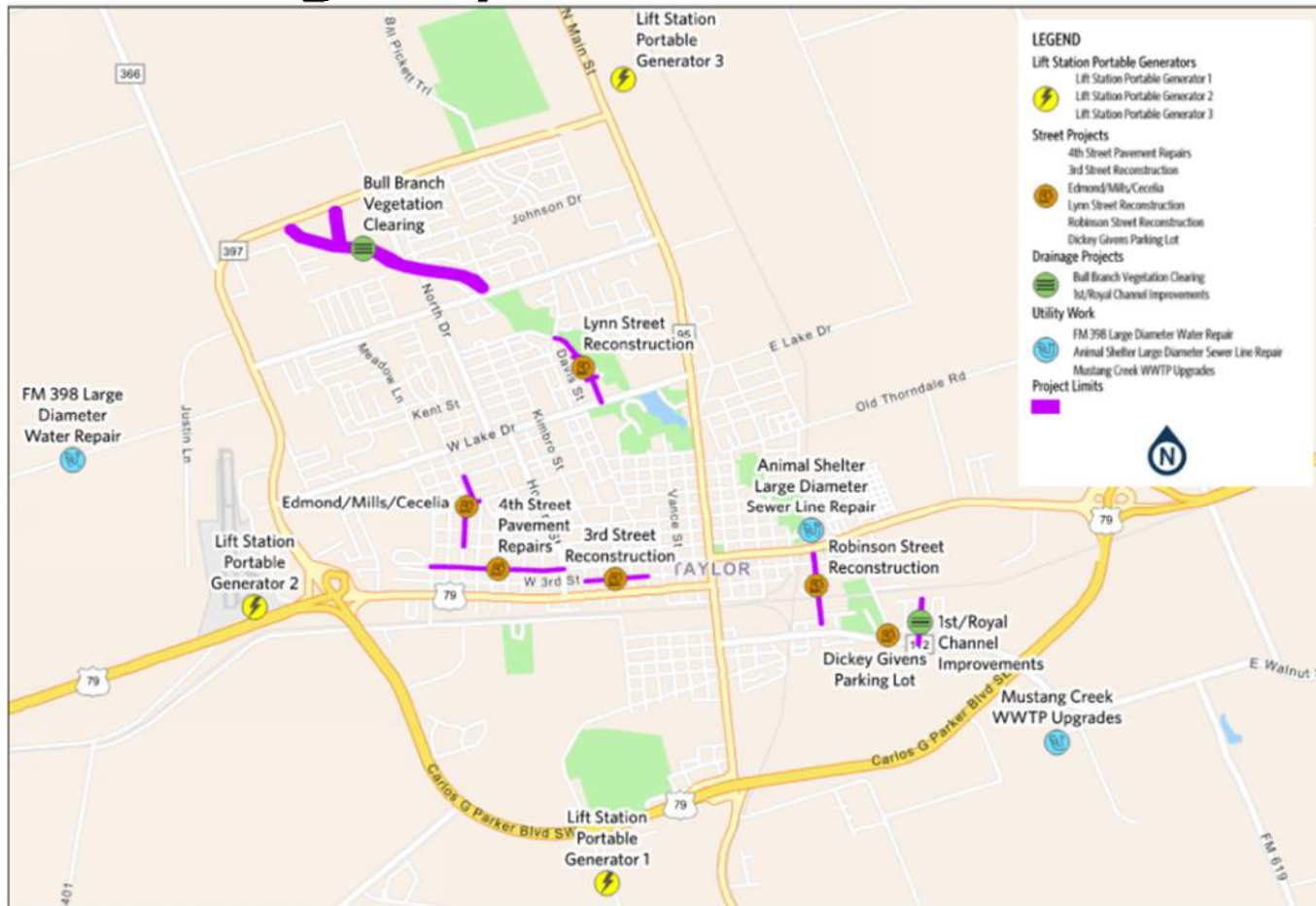
Preliminary Atlas 14 Flood Study (subject to change)

Preliminary Atlas 14 100-yr Floodplain

Atlas 14 - 1.0% Annual Chance Flood Hazard (100 yr)



Drainage Improvements Prior to Master Plan Adoption



Edmond Ph1 (2017-2018)

- \$1,100,000

2019 Infrastructure Bond (2019-2021)

- Edmond/Mills/Cecelia Ph2
- N. Lynn St.
- W. Lake Dr.
- Robinson St.
- 3rd St.
- \$7,310,000
- 1st/Royal/Walnut Channel
- \$350,000

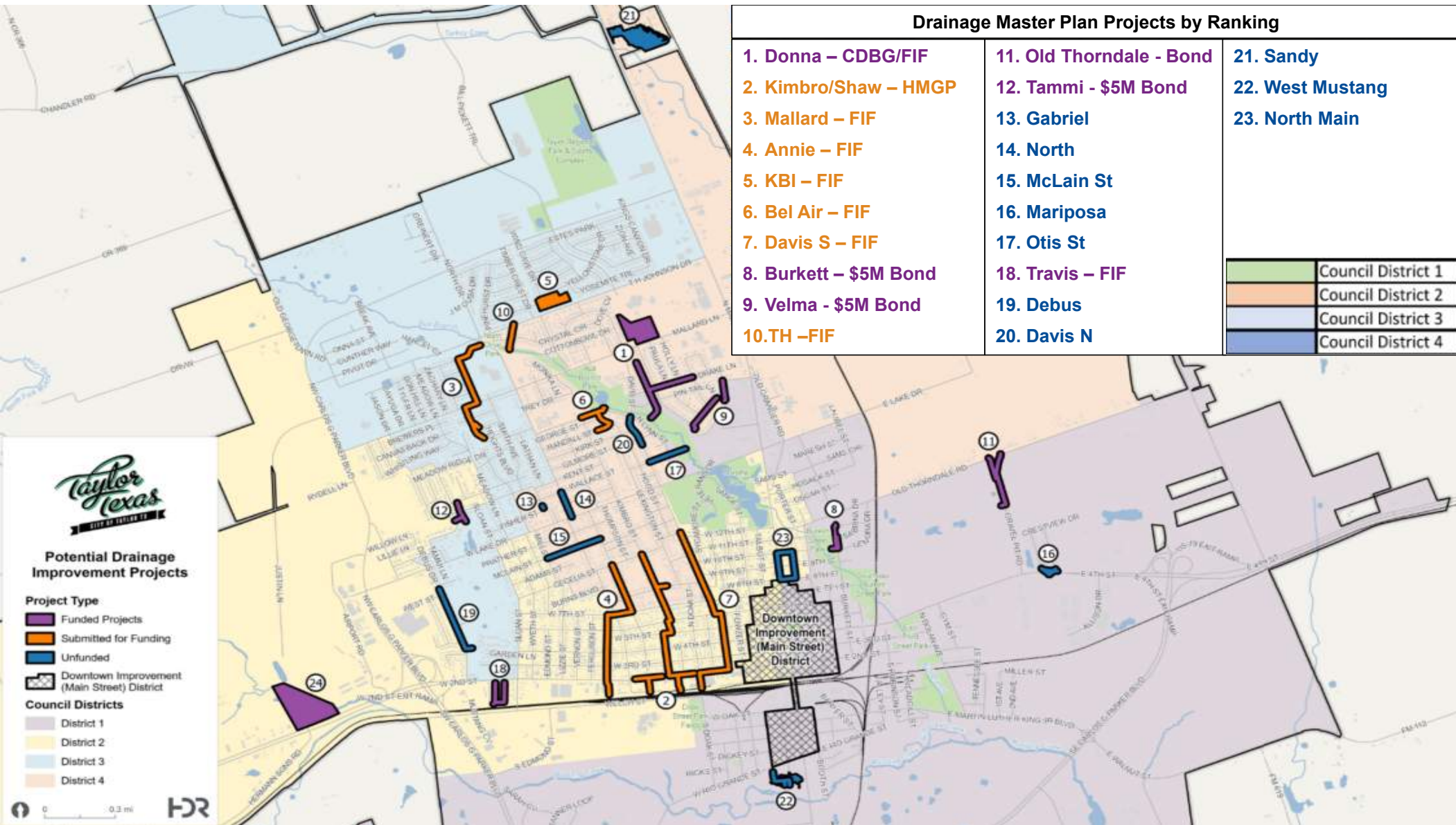
2019 Infrastructure Bond Projects
City of Taylor, Texas



Drainage Master Plan Implementation Update



06/13/2024



	Council District 1
	Council District 2
	Council District 3
	Council District 4

Project No.	Local Project ID and Location		OPCC	Homes/Properties Improved	Public Input Points Addressed	Council District	Score
1	BB_05	Bull Branch & Donna Channel*	\$ 6,032,385	50	9	4	2.90
2	MC_07	Kimbro/Shaw Street - 2nd St	\$ 5,188,110	55	8	2	2.90
3	BB_11	Mallard Lane	\$ 1,916,860	70	4	3	2.80
4	MC_06	Annie Street - 2nd Street	\$ 3,092,650	60	3	2	2.75
5	(HDR STUDY)	KBI Pond Improvements*	\$ 227,180	59	1	4	2.55
6	BB_03	Bel Air Drive	\$ 1,057,490	25	5	4	2.30
7	MC_03	Davis Street South - 2nd Street	\$ 5,035,240	40	4	2	2.25
8	BB_10	Burkett Street	\$ 352,530	15	3	1	1.85
9	BB_08	Velma Drive	\$ 1,082,320	25	1	4	1.85
10	BB_01	TH Johnson Drive	\$ 597,800	9	2	4	1.70
11	GPD_01	Old Thorndale Road	\$ 434,050	6	3	1	1.55
12	MC_01	Tammi Lane	\$ 1,151,740	15	3	3	1.50
13	MC_02	Gabriel Street	\$ 74,330	4	2	4	1.40
14	MC_02	North Drive	\$ 665,370	15	1	4	1.40
15	MC_05	McLain Street	\$ 857,630	24	1	4	1.40
16	GPD_02	Mariposa Lane	\$ 594,630	22	2	1	1.40
17	BB_12	Otis Street	\$ 654,830	17	0	4	1.40
18	MC_04	Travis Street	\$ 670,690	16	1	2	1.40
19	MC_03	Debus Drive	\$ 1,229,870	40	3	2	1.70
20	BB_06	Davis Street North	\$ 74,190	7	4	4	1.25
21	TC_01	Sandy Lane	\$ 3,212,200	12	3	4	1.15
22	MC_09	West Mustang Street	\$ 593,930	20	2	1	1.10
23	BB_13	North Main Street	\$ 58,660	20	2	2	1.10
* Information Provided by HDR, Inc.			\$ 34,854,685	626	67		

GLO CDBG-MIT and TWDB FIF Funded Projects



06/13/2024

Donna Channel Drainage Improvements Project Area

- #1 Ranked DMP Project
- Goal: mitigate flooding in the vicinity of the Donna Channel
- Detention, channel, culvert, storm drain, and trail improvements
- 100% design complete
- Open house on June 26th at library
- Bid pending TWDB approval
- Impacts during construction - Mallard, Drake, Bull Creek Trail, and sidewalk to TH Johnson Elementary

Funding:

Donna Channel and Mustang Creek Improvements:

\$5,555,330 Grant from General Land Office CDBG-MIT

Bull Branch/Donna Channel, Travis & Franklin:

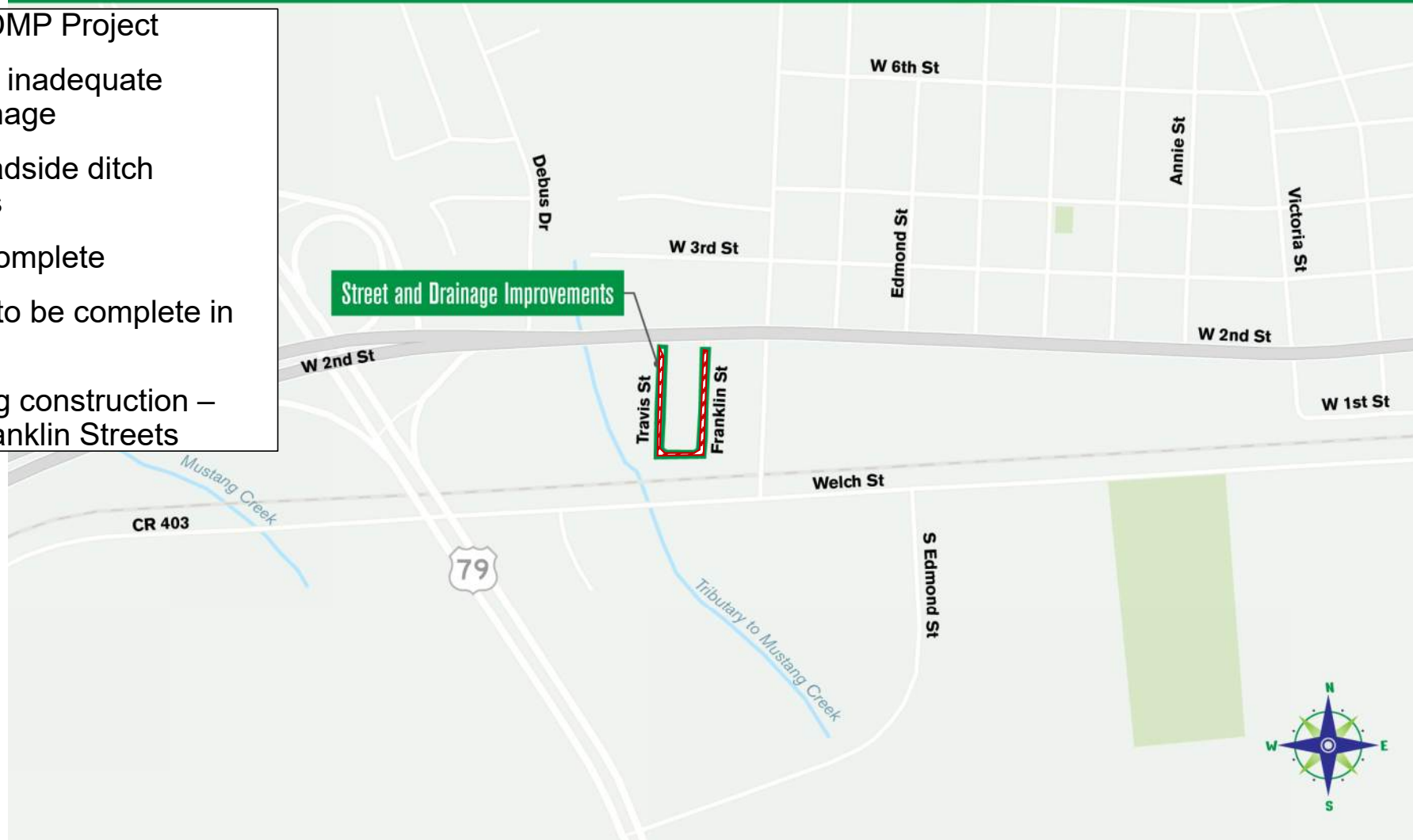
0% Interest Loan \$5,090,000 and \$900,000 from Texas Water Development Board through Flood Infrastructure Fund

\$3,000,000 CO Bond reserved for any cost issues



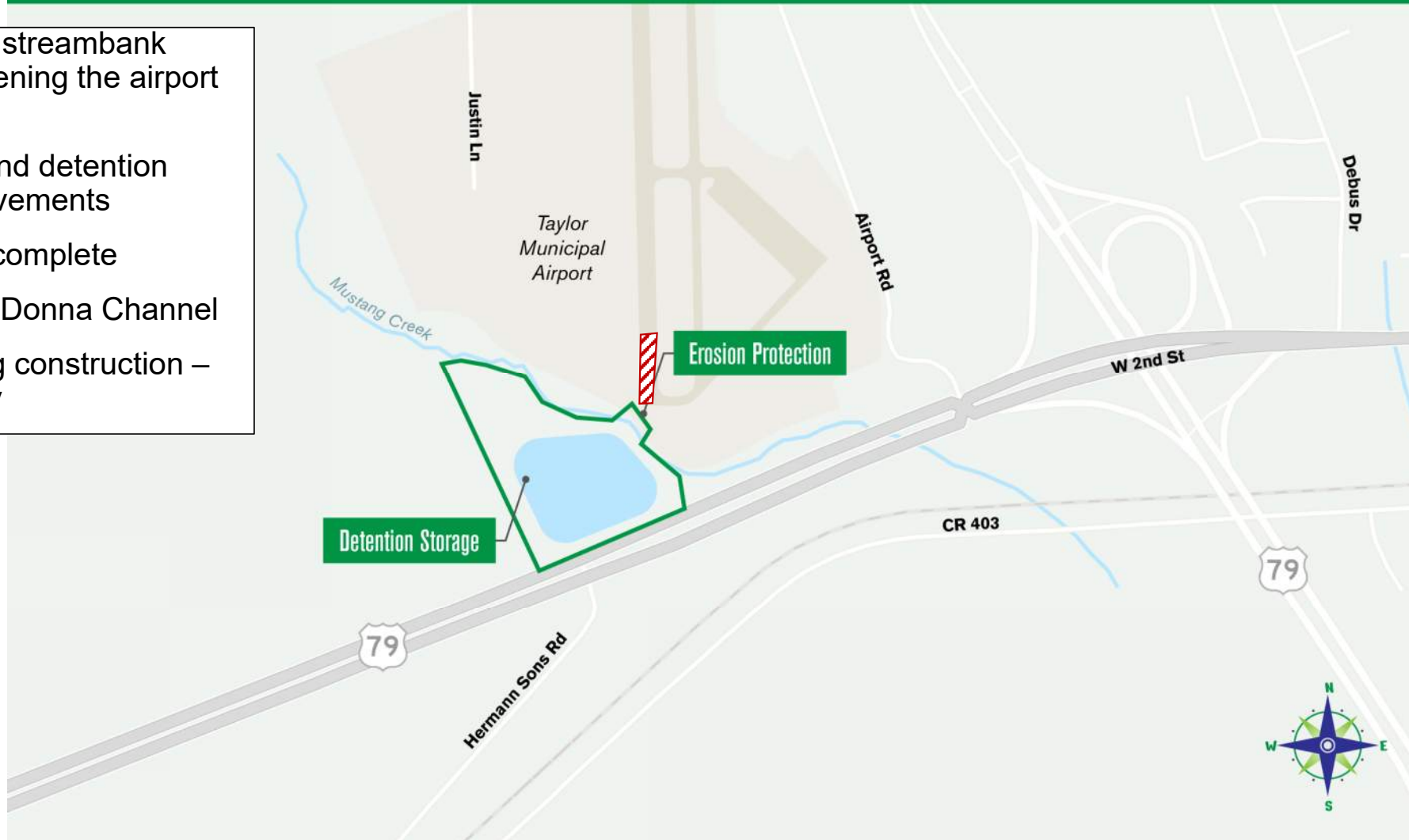
Travis & Franklin Drainage/Flood Improvements Project Area

- #18 Ranked DMP Project
- Goal: mitigate inadequate roadside drainage
- Street and roadside ditch improvements
- 60% design complete
- 100% design to be complete in Oct 2024
- Impacts during construction – Travis and Franklin Streets



Mustang Creek Drainage Improvements Project Area

- Goal: mitigate streambank erosion threatening the airport runway
- Streambank and detention storage improvements
- 100% design complete
- To be bid with Donna Channel
- Impacts during construction – Airport runway



Questions?



06/13/2024

2023 Bond Funded Drainage Projects



06/13/2024

Burkett Street

- #8 Ranked Project
- \$325K
- Started Design in May 2024



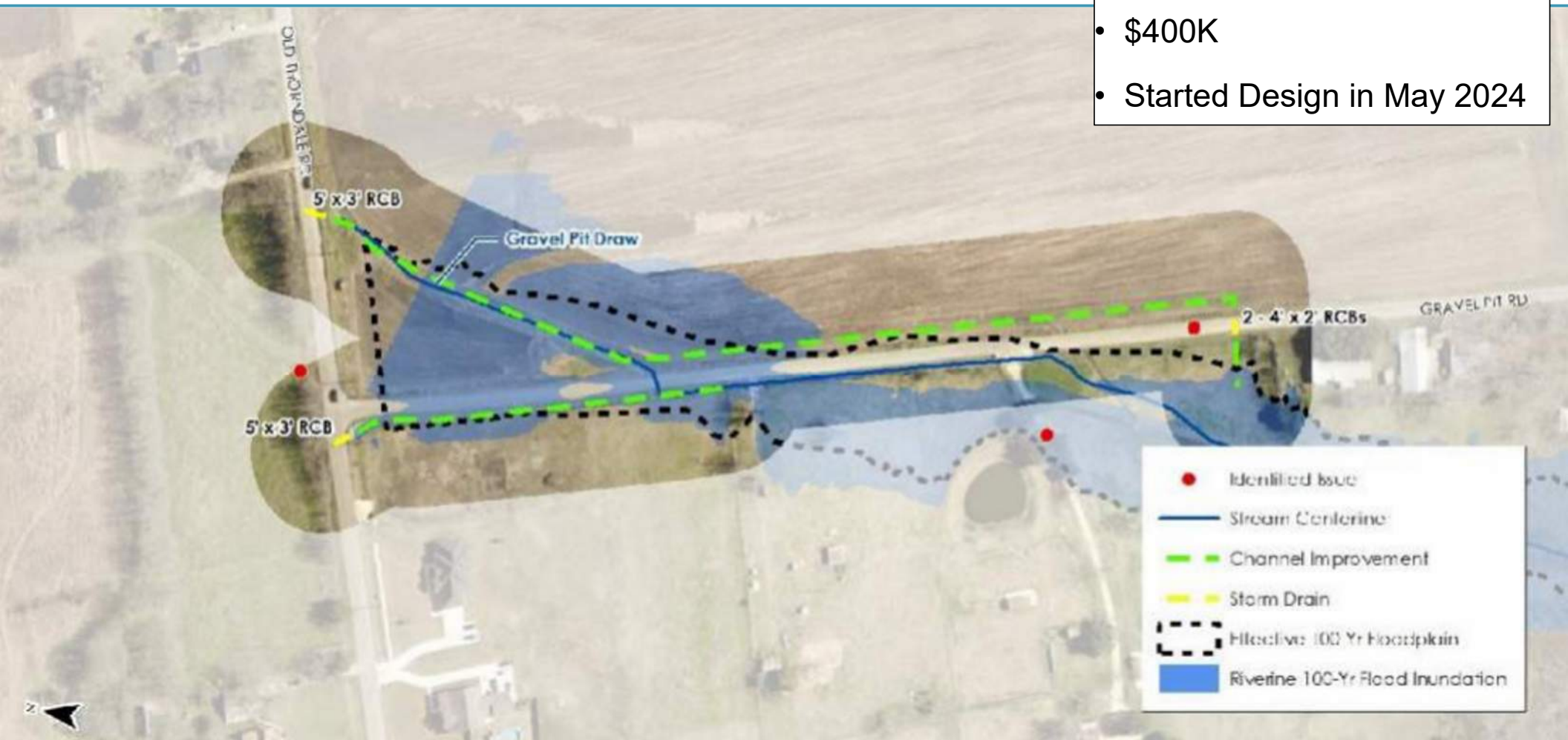
Velma Drive

- #9 Ranked Project
- \$1.1M
- Started Design in May 2024



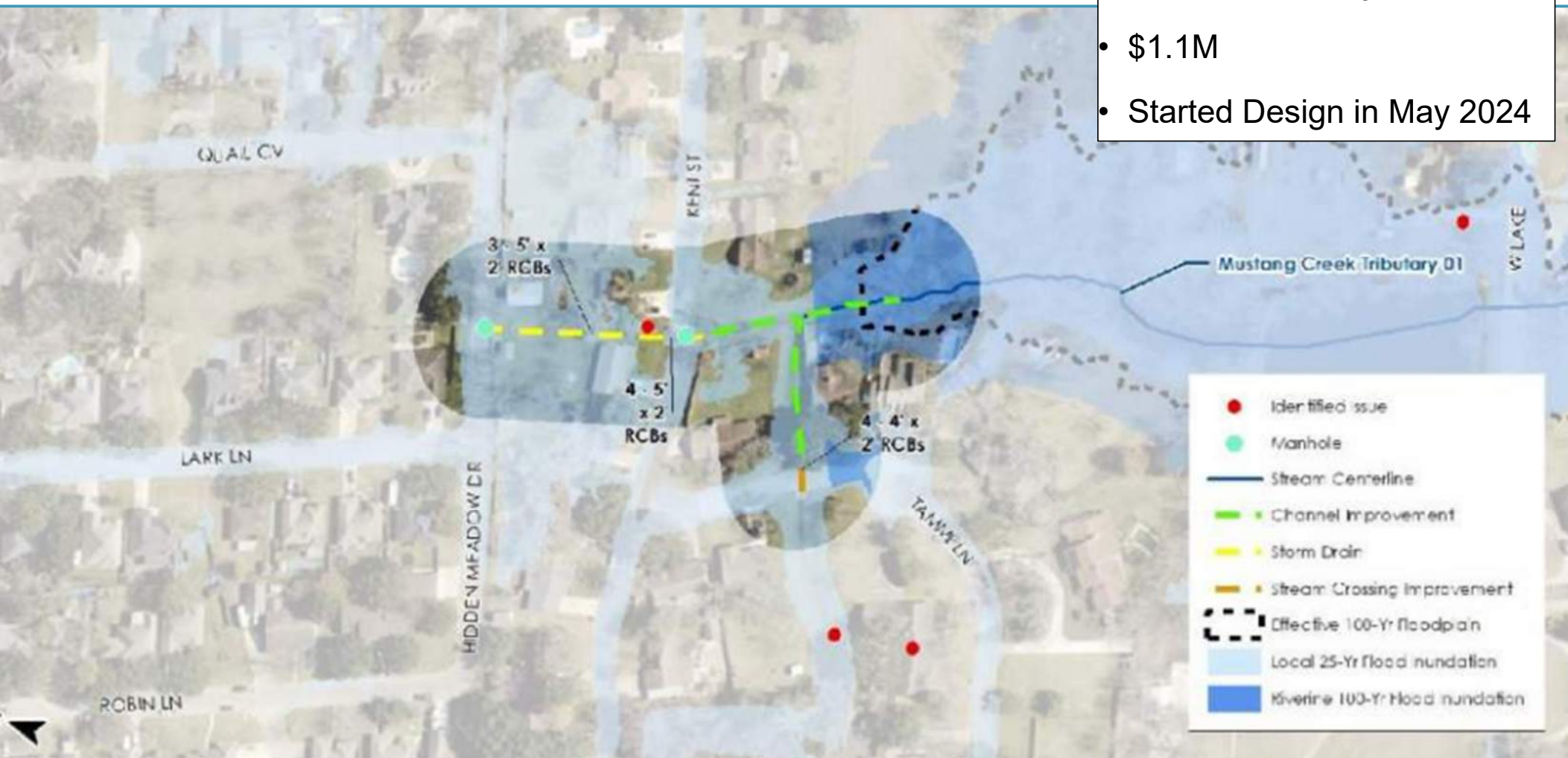
Old Thorndale

- #11 Ranked Project
- \$400K
- Started Design in May 2024



Tammi Lane

- #12 Ranked Project
- \$1.1M
- Started Design in May 2024



Projects submitted for FEMA HMGP Funding



06/13/2024

Kimbro-Shaw

- #2 Ranked DMP Project
- Drainage Solution: 3,700 linear feet of new storm drain along Kimbro and Shaw Streets
- TDEM letter dated Feb 21, 2023, notified of selection for FEMA review
- Currently under review at FEMA

Total Cost	Federal Amount	Local Amount	Subrecipient Management Costs
\$3,942,014.00	\$3,547,812.60	\$394,201.40	\$197,100.70



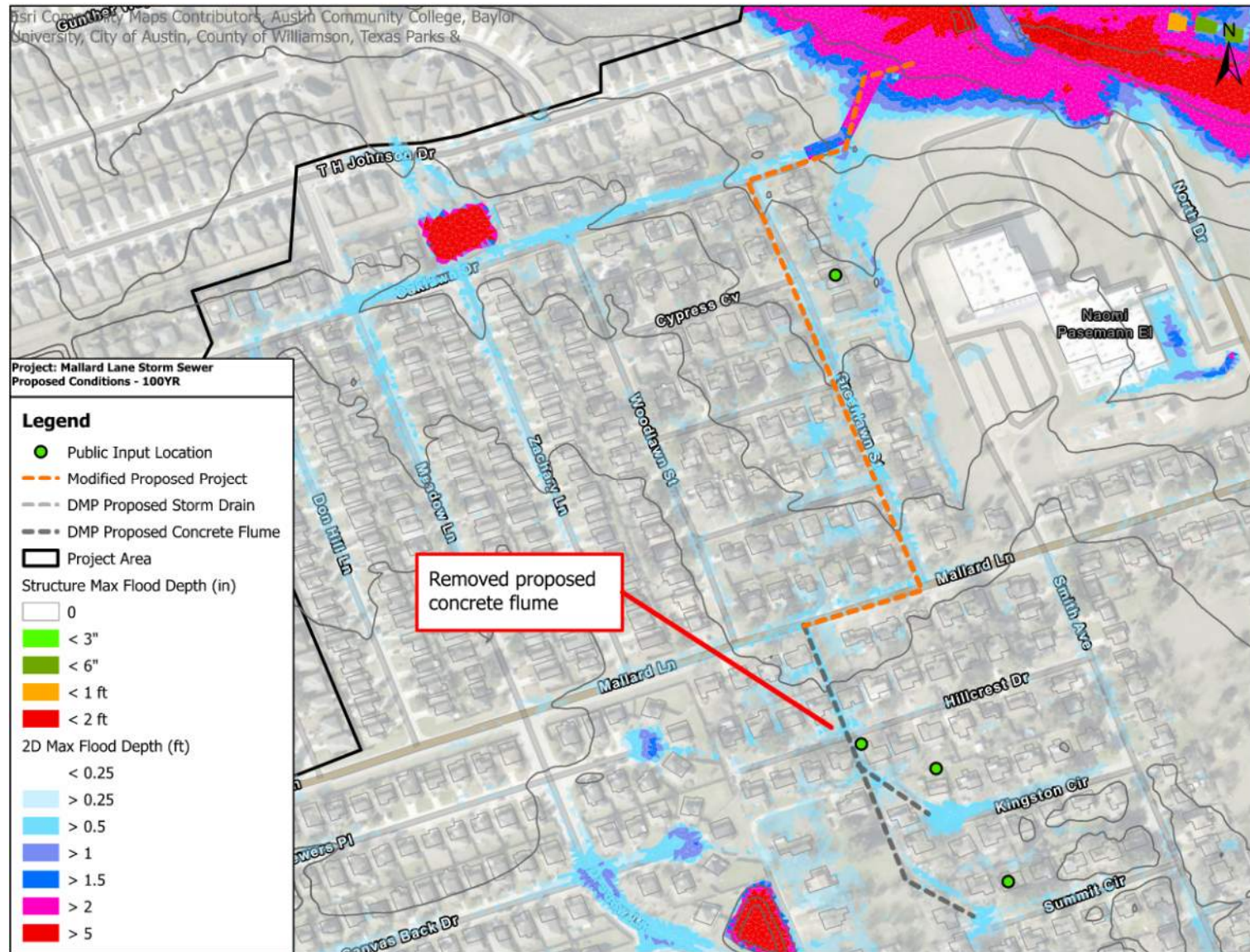
Projects submitted for Texas Water Development Board Flood Infrastructure Fund



06/13/2024

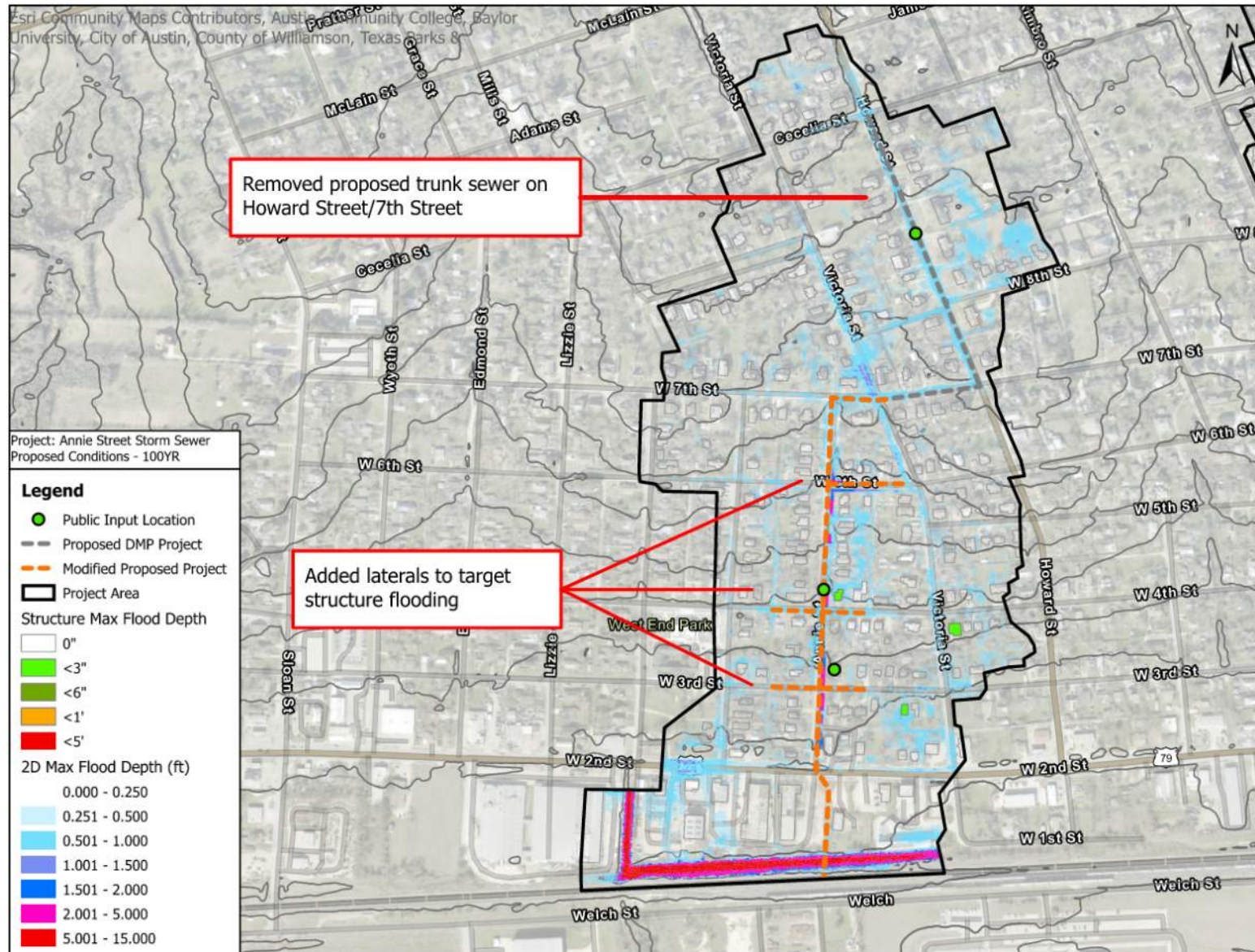
Mallard Lane

- #3 Ranked DMP Project
- Drainage Solution: 1,300 linear feet of storm drain and 490 linear feet of channel improvements
- Amount requested from TWDB: \$2.9M



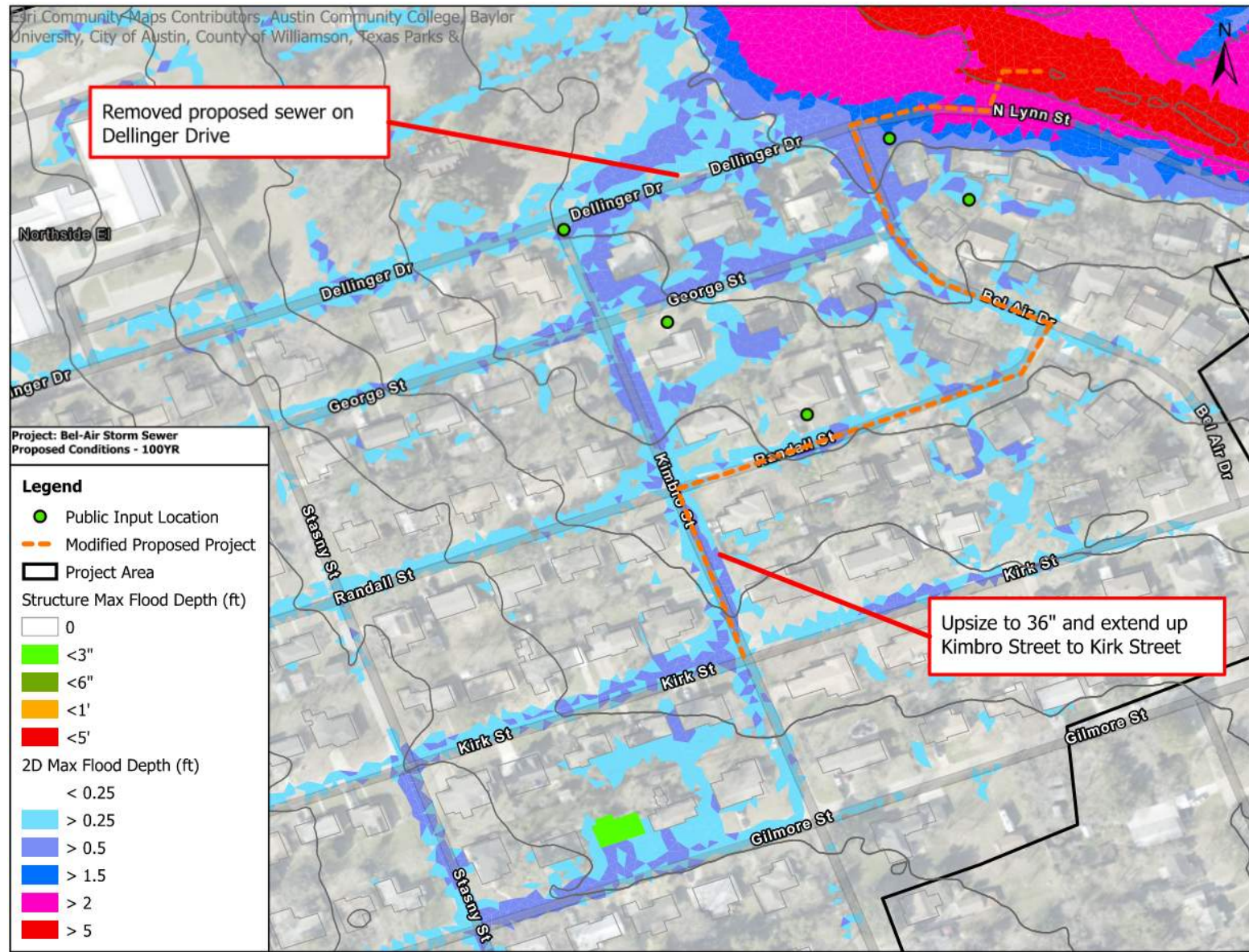
Annie Street – 2nd Street

- #4 Ranked DMP Project
- Drainage Solution: 3,700 linear feet of storm drain improvements
- Amount requested from TWDB: \$4.7M



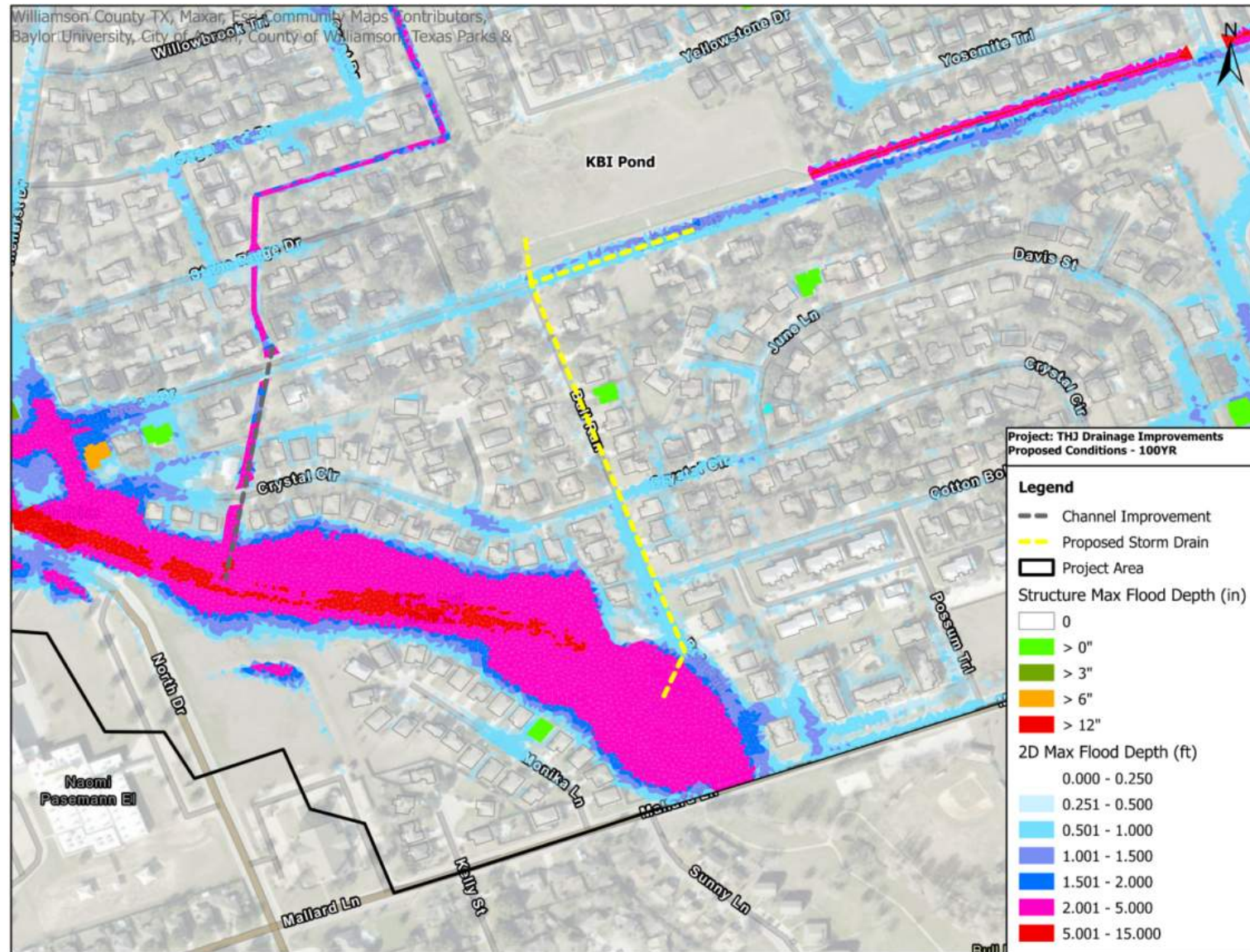
Bel-Air

- #6 Ranked DMP Project
- Drainage Solution:
1,300 linear feet of storm drain improvements
- Amount requested from TWDB: \$1.8M



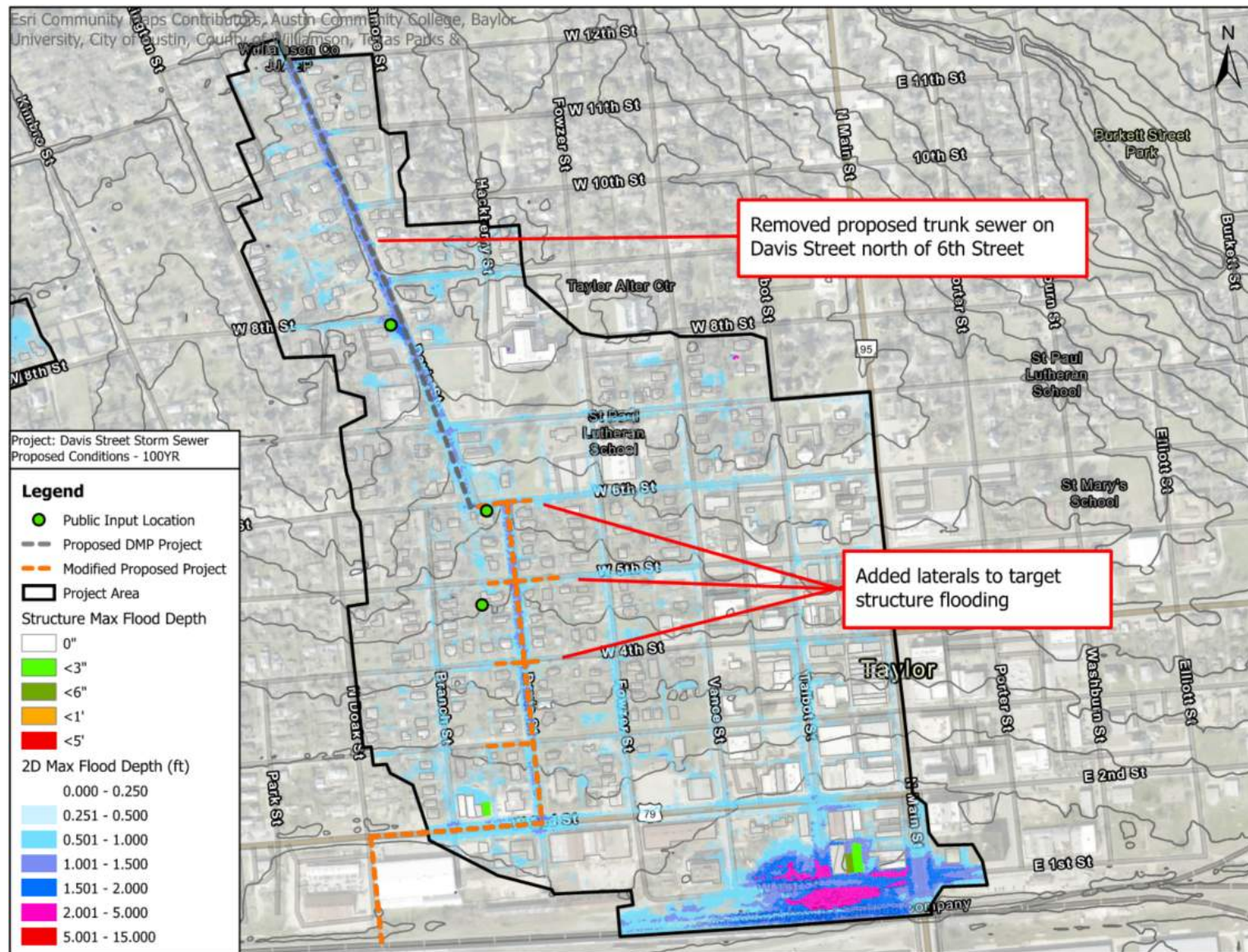
TH Johnson

- #5/#10 Ranked DMP Project
- 500 linear feet of new concrete channel and installation of 3 RCB culverts at Crystal Circle
- Raise berm and add low flow control at KBI Detention pond
- Amount requested from TWDB: \$3.0M



Davis Street

- #7 Ranked DMP Project
- Drainage Solution: 3,400 linear feet of storm drain improvements
- Amount requested from TWDB: \$6.5M





City Council Meeting June 13, 2024 Transmittal Letter

STRATEGIC PILLAR

Quality of Life
Economic Vitality

Agenda Item Number: 13.

Agenda Title: Consider and take possible action on appointment or replacement of EDC Board Members

Council Action to be Taken: Consider board membership.

Department Submitted: City Clerk

Staff Contact: Dianna McLean, City Clerk

1. PURPOSE / DESCRIPTION

This item is for Council to review the Taylor EDC Board Membership and consider any changes to the board membership.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The Taylor EDC now has two board members that are also Council members for the City of Taylor, after the recent election of Kelly Cmerek. The Taylor EDC can have two Council members on their board. However, Council may want to review whether the Council would like to continue having two Council members on the board.

The board members and terms are listed below:

Betty Day, Chair, term expires February 2025

Kelly Cmerek, 1st Vice Chair, term expires February 2026

Joe Burgess, 2nd Vice Chair, term expires February 2026

Robert Garcia, Treasurer, term expires May 2025

Rachel Westerman, Secretary, term expires February 2027

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
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• NA	• NA
------	------

4. RECOMMENDATION

Review Taylor EDC Board membership.

5. FUNDING SOURCE

NA

6. TIMELINE

NA

7. OTHER OPTIONS

NA

8. ATTACHMENTS

1. B&C applicants



City of Taylor Boards and Committee Application

PLEASE TYPE OR PRINT CLEARLY:

Name	Alfonso Cavazos-Geluso
Address (Residence and Mailing)	
	1120 Howard St. Taylor TX. 76574
How long at this residence?	1 year, 11 months.
Phone (Home)	
Cell Phone	512-906-9147
Fax	
Email	

Occupation	Fraud Analyst
Employer	Netspend
Address	10900 Stonelake Boulevard, Austin TX.
Work Phone	
Business owner?	☐ Yes ☒ No
Additional information?	
Are you willing to meet via Zoom or other virtual software?	☒ Yes ☐ No

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

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

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

See resume

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

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

Signature _____ Alfonso Cavazos-Geluso Date _____ 1/17/23



City of Taylor Boards and Committee Application

PLEASE TYPE OR PRINT CLEARLY:

Name Benjamin Willis

Address (Residence and Mailing)
285 Gaida Loop
Georgetown, TX 78682

How long at this residence? 2 Years

Phone (Home) _____

Cell Phone 737-306-8665

Fax _____

Email [REDACTED]

Occupation Director

Employer Durcon

Address 206 Allison Dr
Taylor, TX

Work Phone 737-306-8665

Business owner? ☐ Yes ☒ No

Additional information? _____

Are you willing to meet via Zoom or other virtual software? ☒ Yes ☐ No

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

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

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

15 Years of manufacturing experience specializing in supply chain challenges and growth initiatives

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

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

Signature

[Signature]

Date

5-16-24



City of Taylor Board and Commission Application

PLEASE TYPE OR PRINT CLEARLY

Name	<u>GARY GOLA</u>
Address (Residence and Mailing)	<u>1806 CYPRESS COVE</u> <u>TAYLOR TX 76574</u>
How long at this residence?	<u>36 YRS</u>
Phone (Home)	_____
Cell Phone	<u>512-771-2413</u>
Fax	_____
Email	<u>[REDACTED]</u>

Occupation	<u>SELF</u>
Employer	_____
Address	_____
Work Phone	_____
Business owner?	☒ Yes ☐ No
Additional information?	_____
Are you willing to meet via Zoom or other virtual software?	☒ Yes ☐ No

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously, with the exception of the ZBA. If more than one, please list in order of priority for which you wish to be considered.

TEDC

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

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

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, or the TEDC. Change in residency status during term can result in termination of appointment.) Applications must be received at least 10 business days prior to Council making appointments.

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

Signature [Signature]

Date 5/16/24



City of Taylor
Boards and Committee
Application

PLEASE TYPE OR PRINT CLEARLY:

Name <u>JAMES (Jim) BUZAN</u>	Occupation <u>SELF-EMPLOYED</u>
Address (Residence and Mailing) <u>1309 Willow Brk. Trl.</u> <u>Taylor</u>	Employer _____
How long at this residence? <u>4 YRS</u>	Address _____
Phone (Home) _____	Work Phone _____
Cell Phone <u>432-312-1439</u>	Business owner? ☒ Yes ☐ No
Fax _____	Additional information? _____
Email <u>[REDACTED]</u>	Are you willing to meet via Zoom or other virtual software? ☒ Yes ☐ No

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : 1.) TEDC OR 2.) PIZ

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

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

CURRENTLY SERVING ON TISD BOARD, LOCAL BUSINESS OWNER,
B.S. CIVIL ENGINEERING (UT-AUSTIN), 30+ YEARS IN OIL &
GAS INDUSTRY. HELD POSITIONS ON SEVERAL NON-PROFIT BOARDS

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

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

Signature Jim Buzan Date 2-6-23

Summary of Qualifications

- Proven leader and team player with a positive attitude and exceptional interpersonal skills.
- Track record of building, maintaining, and optimizing Management Systems.
- Successful, long-term positions in Health Safety and Environmental; Global Projects and Operations.
- Extensive experience in compliance, risk assessments, auditing, investigations, and training programs.
- Owner of small business in Taylor – 74 Man Store.

Work History

February 2020 to Present

JBB & Associates, LLC: Taylor, Texas
Manager

- Provide Health Safety and Environmental consulting services: Compliance and Procedure Development and Improvement.
- Audit Processes and Work Practices against established requirements, Develop written reports and present issues, concerns and non-conformances to senior management. Assist with developing corrective actions as requested by client.
- Perform Training
- Incident Investigation

February 2018 to January 2020

3S Services, LLC: Carrizo Springs, Texas
Director - Health, Safety and Environmental

- Manage all Health Safety and Environmental matters for oilfield construction and service company.
- Develop staffing plan and manage multiple direct reports.
- Developed and Implemented Life Saving Rules for critical and high-risk tasks.
- Maintain HSE Management System including Policy and Procedure to meet OSHA, EPA and DOT requirements.
- Conduct incident investigations and prepare reports and presentations.
- Represent the company at customer meetings and gave presentation, as requested.
- Develop companywide HSE goals and improvement plans.
- Track and report all safety metrics (KPIs) including behavior-based observations, audits, inspections, incidents, and man-hours.
- Work with insurance provides to manage workers compensation program and company claims.
- Accountable for implementing New Hire Orientation and Training Program.
- Maintain ISNet, PEC and other customer 3rd party services.
- Responsible for regulatory required reports (OSHA, TCEQ, etc.).
- Audit Worksites for compliance with Internal HSE MS and Customer Expectations.
- Develop and Maintain Emergency Response Plans for multiple office locations.

November 2016 to January 2018

ConocoPhillips – Lower 48: Midland, Texas

Health, Safety and Environmental Supervisor - Mid-Continent Business Unit

- Completed Lower 48 (Enterprise Level) Risk Assessment; including meeting with Business Unit Leaders to document risk and develop mitigation strategies, as needed.
- Develop staffing plan to support Capital Projects and Business Unit level HSE program.
- Headed up effort to simplify HSE procedures, resulting in 20+ HSE procedures being eliminated from our Management System.
- Instrumental in implementing Life Saving Rules across business unit.
- Refined field audit program to focus efforts on high-risk activities.
- Simplified Pre-Start Up Safety Review procedure to match facility risk type.
- Led effort to deliver a common HSE Orientation procedure across the Business Unit.
- Manage the acquisition and analysis of both Leading and Lagging HSE indicators. Develop solutions to address negative trends.
- Represented the Company on Permian Basin Oilfield Crime Taskforce.

May 2012 to November 2016

ConocoPhillips – Lower 48: Midland, Texas

Production Superintendent – Delaware Basin Assets

- Started up Delaware Basin Unconventional Production and took the asset to over 15,000 BOED.
- Responsible for developing Long Range Plan for Production Growth, Lease Operating Expense and Staffing.
- Developed and implemented staffing plan that includes field personal, maintenance, engineering (production and facility) and other technical resources.
- Responsible for annual G&A budget of \$3.5MM.
- Responsible for annual Lease Operating Expense budget of \$50MM.
- Reduce cost by \$5MM through optimization in compression and rental equipment.
- In 3.5 years of managing the asset, there were no OSHA recordables by either COP employees or contractors.
- Actively Participate in Community outreach programs.
- Managed all base capital construction projects.
- Oversaw Maintenance and Reliability program.

August 2008 to May 2012

ConocoPhillips – Lower 48: Midland, Texas

HSE Manager – Mid-Continent Business Unit

- Developed and managed budget and staffing plan.
- Ensure that the L48 HSE Management System philosophy, standards, programs and regulatory requirements are implemented across the 3 oil and gas operating areas for the 8 states (Texas, Oklahoma, New Mexico, Utah, Wyoming, North Dakota, Montana and Colorado) in which the Mid-Continent Business Unit we operate.
- Manage resources (internal and external) to ensure project deliverables are on time and within budget.
- Drive consistence in HSE procedures, Training Process and Contractor Safety Program.
- Ensure Emergency Response Plans were in place and periodic drills are conducted.
- Assess risk associated with Occupation Health issues and develop processes to manage those risks.
- Ensure that Environmental Permits (air, water, waste, SPCC, etc.) are obtained timely and processes are in place for on-going compliance.
- Interact with State and Federal agencies on rule making and impact.
- Participate in industry discussion groups and round tables.
- Manage BU HSE Self-Audit Process.

- Actively Participate in Community outreach programs.

August 2003 to August 2008

ConocoPhillips – Capital Projects: Houston, Texas and Beijing China HSE Manager – Bohai Phase II Development Project

- Overall Project Health, Safety and Environmental Manager for \$5.0 Billion capital project including 2 years in design (Houston) and 3 years in fabrication, installation and commissioning (Asia).
- Developed and managed budget and staffing plan.
- Manage resources (internal and external) to ensure project deliverables are on time and within budget.
- Supervised Engineers and other technical professionals to ensure that the overall ConocoPhillips Loss Prevention philosophy, standards, programs, and regulatory requirements affecting the Bohai project are incorporated into the overall project design, development and operational plan.
- Prepare supporting documentation for FRP's, RFQ's, Project Execution Plan, FEL deliverables, etc.
- Developed and implemented Process Hazards Analysis (PHA) program.
- Obtain Required Peoples Republic of China Regulatory Approvals.
- Support P&ID development by participating in reviews and meetings.
- Construction safety oversight for 7 fabrication and shipyard locations throughout Asia.
- Develop fabrication site specific HSE documents and training.
- Leverage internal (COPC) resources to achieve project objectives.
- No project delays for HSE permitting or Agency approvals.
- Actively Participate in Community outreach programs.

March 2001 to August 2003:

ConocoPhillips (merged company) – North America E&P: Borger, Texas Health, Safety and Environmental Supervisor

- Responsible for all Health, Safety and Environmental programs for the Panhandle Oil and Gas operations.
- Developed and conducted HSE training program.
- Implemented HSE Management Systems including pressure vessel and PSV inspections.
- Coordinated Contractor Safety Program
- Developed annual HSE budget and Staffing plan.
- Actively Participate in Community outreach programs.

July 1998 to March 2001:

Phillips Petroleum - Phillips 66 Company Refining: Salt Lake City, Utah Environmental Engineer

- Responsible for all air issues at 25,000 bbl/day refinery including, permitting, NSPS, NESHAP, Continuous Emissions Monitors, LDAR and testing.
- Developed comprehensive Environmental Compliance Program, including maintenance plans.
- Implemented EPA's Risk Management Program (RMP) in conjunction with other refiners in area.
- Coordinated emissions testing and plant turn around activities associated with pollution control equipment.
- Member of facility emergence response team and refinery's Community Relations Committee.

November 1996 to July 1998:

Phillips Petroleum - Chemical Company: Pasadena, Texas Environmental Engineer

- Provided daily environmental support for 3.5 billion pound per year plastics complex.
- Participate in daily Maintenance Planning Meetings
- Primary responsibilities included, Title V compliance, Non-Attainment New Source Review permitting, Emission inventories, NSPS and HON.
- Successfully negotiated air permit for K-Resin Train IV expansion project (\$300MM). No project delays were experienced due to environmental permitting.

- Developed plant operating procedures for Pollution Control Equipment.
- Actively Participate in Community outreach programs.

January 1991 to November 1996:

Phillips Petroleum – North America E&P Houston, TX and Lafayette, LA
Environmental Engineer

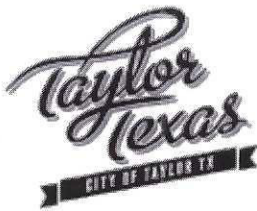
- Coordinated all water related programs for the seven regions in North America and Canada. This included: SPCC, OPA90, and NPDES.
- Developed programs and procedures for several environmental issues including waste management and pollution prevention.
- Coordinated the Divisions Waste Contractor Review program.
- Responsible for all environmental programs for onshore and offshore oil and gas production operations (air, water, waste, etc.)
- Developed Environmental Training Programs for operations.
- Managed field contractors
- Actively Participate in Community outreach programs.

Education

B.S. Civil Engineering, *The University of Texas at Austin*

Interests and Hobbies

I enjoy spending time with my family, serving in my church, community service and supporting nonprofits.



City of Taylor Boards and Committee Application

PLEASE TYPE OR PRINT CLEARLY:

Name	<u>Kevin Stuart</u>
Address (Residence and Mailing)	<u>511 Washburn St.</u> <u>Taylor, TX 76574</u>
How long at this residence?	<u>3 years</u>
Phone (Home)	
Cell Phone	<u>504-444-2768</u>
Fax	
Email	<u>[REDACTED]</u>

Occupation	<u>Professor</u>
Employer	<u>Univ. of St. Thomas</u>
Address	<u>3800 Montrose Blvd.</u> <u>Houston, TX 77006</u>
Work Phone	<u>713-522-7911</u>
Business owner?	☐ Yes ☐ No
Additional information?	
Are you willing to meet via Zoom or other virtual software?	☒ Yes ☐ No

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : TEDC, Main Street Advisory Board, Parks and Rec
Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

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

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

Signature

Kevin Stuart

Date

2/9/23

DR. KEVIN ETHRIDGE STUART

EDUCATION

University of Texas at Austin (Austin, Tex.) 2006-2015
Doctor of Philosophy (Ph.D.) in Government

Fields: Political Theory and Public Law

Major interest areas include natural law theories, ancient political philosophy, Thomistic political theory, philosophy of law, constitutional law, religious liberty and pluralism, the Federalist and Anti-Federalist papers.

Visiting Scholar, University of Cambridge (Cambridge, UK) 2009-2010
Independent research on Thomas Aquinas's *Summa Theologiae*

London School of Economics and Political Science (London, England) 2004-2005
Master of Science (MSc), with Distinction (*summa cum laude*), in Comparative Politics

Louisiana State University (Baton Rouge, La.) 1996-2000
National Merit Scholar, Chancellor's Scholar
Bachelor of Arts (BA) in English (concentration in Literature)
Bachelor of Arts (BA) in History, with College Honors

EXPERIENCE

Director, Master in Public Policy & Administration 2022-present
Director, Catholic Studies
Assistant Professor
University of St. Thomas (Texas)

President & Executive Director (Austin, Tex.) 2015-2022
Austin Institute for the Study of Family & Culture

- Created all of the organization's student formation and campus programs: lectures, seminar series, dinner discussion groups, reading groups, undergraduate fellows program, summer seminars (high school through graduate school)
- Structured budgeting processes to establish and meet targets
- Updated branding and marketing
- Implemented targeted advertising and a stronger digital presence
- Led and mentored a staff ranging from six to ten professionals and faculty (some in-person, others working remotely)
- Supervised over \$4M in research projects on five continents.
- Built the "Center for Family Flourishing" to 'translate' for non-specialists high-quality research on questions of public policy affecting the family
- Formalized donor cultivation and development processes including software (Bloomerang)

- Implemented project management (using Basecamp)
- Guided the organization through the Covid pandemic without a loss of revenue
- Submitted amici curiae to the U.S. Supreme Court and testified multiple times as an expert witness in lower courts, the Texas House of Representatives, and the Texas Senate.
- Developed working relationships with elected officials and their staff as well as other Texas-based public policy organizations
- Advised on and assisted in the shepherding of two bills to passage in the 2021 legislative session: one on religious freedom and another protecting the safety and competitiveness girls' sports
- Managed two John Templeton Foundation-funded projects (one large grant and one small grant, as they define them)

Headmaster (Taylor, Tex.) 2021-2022
St. Mary's Catholic Classical High School

- Increased enrollment over 300% in one year (7 students to 24)
- Recruited high-quality Catholic faculty members
- Implemented dual-credit program for college credit
- Developed handbook, policies, standardized processes and increased organization for the school
- Enhanced fundraising relationships
- Initiated fundraising plans for student pilgrimage to Rome
- Implemented student and parent handbook
- Created dual-credit program for college-credit classes
- Built a "practical arts" track alongside the fine arts track
- Formed relationships between the school and civic leaders
- Safeguarded Catholic identity and fidelity within the school's culture

President (New Orleans, La.) 2010-present
Teddlie Stuart Media Partners, Inc.

- Pollie award-winning and Addy award-winning chief strategist for political campaigns, public relations, creative work, marketing, media, and advertising
- Political Campaigns including: Federal SuperPAC work, U.S. Congress (multiple), Attorney General (multiple), State Senate (multiple), State House of Representatives (multiple), Public Service Commission, judicial offices ranging from local to state Supreme Court, and mayoral and city council races.
- Polling & research strategy, analysis, reporting
- Non-political work included most notably Walgreens Covid Vaccine campaign, IV Capital Partners, Save the New Orleans World Trade Center campaign, NFL Players Wives organization for the Super Bowl, Galatoire's Restaurant, the launch of Superior Seafood, and the launch of the Dooky & Leah Chase Family Foundation

Teacher (New Orleans, La.) 2014-2015
Philosophy

Isidore Newman School

Supplemental Instructor

Government Department
University of Texas at Austin

2010

Graduate Research Assistant

Center for the Study of Western Civilization
University of Texas at Austin
Supervisor: Professor Robert C. Koons

Aug 2006-Aug 2009

- Taught Executive Seminar sessions on selections from “great books” to business executives and others
- Led a reading group of faculty and graduate students
- Organized fundraising efforts and approaches to foundations
- Liaison to government officials and donors
- Recruited high-achieving students to be junior fellows
- Instructed freshman seminar

Teaching Assistant

Government Department
University of Texas at Austin

2008

SERVICE

Chairman, Diocesan School Advisory Board (Austin, Tex.)

2022

Honorary Chair, “Saints & Scholars” (Austin, Tex.)
Diocese of Austin

2022

Strong Families of Taylor (Taylor, Tex.)
Founder

2022 – present

Diocesan School Advisory Board (Austin, Tex.)
Diocese of Austin

2017 – present

Editor (Austin, Tex.)
Catholic Social Thought book series, Franciscan University Press
Society of Catholic Social Scientists

2016 – present

Chairman of the Board (Austin, Tex.)
Austin Catholic Classical Project

2016 – present

President (New Orleans, La.)

2015 – present

New Orleans Institute for Politics, Philosophy, and Economics

Advisory Board Member Alexis de Tocqueville Project University of New Orleans	(New Orleans, La.)	2013 – present
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Board of Directors Young Catholic Professionals Austin Chapter	(Austin, Tex.)	2017
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PUBLICATIONS, PAPERS, PRESENTATIONS, AND CONFERENCES

Publications

“A Small Texas City Gets a Drag-Queen Parade for Christmas” in *Wall Street Journal*, December 9, 2022.

“Behind Closed Doors: Public Restrooms and the Fight for Women’s Equality” (co-author) in *Texas Review of Law and Politics* 24:1 (2020).

“A Dark Coast: An Application of Conscience in Contemporary Ethics” in *Catholic Social Science Review* 22: 27-37 (2017).

“Rawlsian Public Reason and the Theological Framework of Martin Luther King, Jr.’s ‘Letter from Birmingham Jail’” (co-author) in *Politics & Religion*, Spring 2013.

Public Writing

“OK, Senator” in *The American Mind*, October 26, 2020. <https://americanmind.org/salvo/ok-senator/>

“The Extended Family Can’t Replace the Immediate Family” in *The American Mind*, February 21, 2020. <https://americanmind.org/salvo/the-extended-family-cant-replace-the-immediate-family/>

“A Dialogue on the New Nationalism” in *America*, October 22, 2019. <https://www.americamagazine.org/politics-society/2019/10/22/dialogue-new-nationalism>

“Liberalism is Failing Because It Rejected Orthodox Christianity” in *Public Discourse*, May 28, 2019. <https://www.thepublicdiscourse.com/2019/05/51848/>

“Rebuilding Social Capital in Trump Country” in *The American Conservative*, May 9, 2019. <https://www.theamericanconservative.com/articles/rebuilding-social-capital-in-trump-country/>

“Against the Dead Consensus” (co-author) in *First Things*, March 21, 2019. <https://www.firstthings.com/web-exclusives/2019/03/against-the-dead-consensus>

“American Civil Religion, Rightly Understood” in *The American Mind*, November 21, 2018. <https://americanmind.org/features/a-claremont-thanksgiving/thanks-for-what-antle-codevilla-alt-wolfe/american-civil-religion-rightly-understood/>

“Attack Sebastian Gorka’s Ideas, Not His Credentials or Person” in *Federalist*, May 9, 2017. <https://thefederalist.com/2017/05/09/attack-sebastian-gorkas-ideas-not-credentials-person/>

“The Power of a Dad, a Kid, and a Game of Catch, Institute for Family Studies, December 15, 2016. <https://ifstudies.org/blog/the-power-of-a-dad-a-kid-and-a-game-of-catch/>

“Trump’s Populist Appeal is a Shock to the Ideological Cores of Both Major Political Parties” in *America*, November 16, 2016. <https://www.americamagazine.org/politics-society/2016/11/16/trumps-populist-appeal-shock-ideological-cores-both-major-political>

“Why Fathers Are Crucial to Aspiring Major Leaguers” in *Washington Examiner*, October 29, 2016. <https://www.washingtonexaminer.com/tag/mlb?source=%2Fwhy-fathers-are-crucial-to-aspiring-major-leaguers%2Farticle%2F2605930>

“Is Baseball a White Man’s Sport” in *Detroit News*, October 27, 2016. <https://www.detroitnews.com/story/opinion/2016/10/27/baseball-white-mans-sport/92871554/>

“Brock Turner, Moral Outrage, and Natural Law” in *Public Discourse*, September 16, 2016. <https://www.thepublicdiscourse.com/2016/09/17660/>

“Taxing Churches Would Marry Church and State” (co-author) in *Federalist*, September 28, 2015. <https://thefederalist.com/2015/09/28/taxing-churches-would-marry-church-and-state/>

“MLK’s Philosophical & Theological Legacy” (co-author) in *Public Discourse*, January 16, 2012. <https://www.thepublicdiscourse.com/2012/01/4503/>

Papers, Presentations, and Conferences

“Prudence: the Forgotten Virtue” Austin Institute for the Study of Family and Culture	September 2020
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Foundation for Excellence in Higher Education “Developing and Engaging Trustees and Advisors” Executive Director training for 24 institutes	March 2021
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Southern Political Science Association Adjacent conference organizer and presenter “The Family in Law and Politics Today”	January 2019
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Chapman University, National Association of Scholars “Academic Heretics”	January 2019
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Harvard University, Abigail Adams Institute “Behind Closed Doors: a Corrected History of Bathroom Politics”	August 2018
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American Political Science Association "Co-ed housing and the Prevalence of Sexual Assault on College Campuses"	August 2018
Austin Institute for the Study of Family and Culture Lecture: "Election 2016 Post-Mortem: What in the World Happened?"	November 2016
American Maritain Association "Thomists Wrestle with Pluralism"	February 2016
Western Political Science Association Presented paper "John Rawls and Philosophical Anthropology: What is the Basis for a Stable Social Peace?"	March 2013
"Limited Government & the Rule of Law" Conference, Grand Rapids, MI	February 2013
"Evaluating the Idea of Social Justice" Conference, Detroit MI	February 2012
"The Scottish Enlightenment" Conference, Mecosta, MI	April 2011
Southern Political Science Association Presented paper "Rawlsian Public Reason and the Theological Framework of Martin Luther King, Jr.'s 'Letter from Birmingham Jail'" (co-authored with Justin Buckley Dyer of the University of Missouri—Columbia).	January 2011
Midwest Political Science Association Conference Presented paper "Aristotle's Advice to the New U.S. President on Picking Judges"	April 2009
Midwest Political Science Association Conference Discussant, "Tyranny, Ancient and Modern."	April 2009
Lehrman American Studies Princeton Institute on American History and Founding	2008
Philosophical Foundations of the Social Sciences Oxford University, UK	July 2007
Western Political Science Association Presented paper: "Driving the Economy: Mercedes-Benz, Alabama, and the Race to the Bottom"	March 2007
First Principles, Witherspoon Institute	August 2005, 2006, 2007

COURSES AND SEMINARS TAUGHT

"Public Administration Ethics" (2023), University of St. Thomas

“Public Organizations: Theory and Behavior” (2023), University of St. Thomas

“Decision Making for Public Policy” (2022), University of St. Thomas

“Policy Development and Implementation” (2022), University of St. Thomas

“Current Issues in Public Policy” (2022), University of St. Thomas

“The Great Divides: What’s Dividing Americans in the Era of Polarization?” (2021), Austin Institute for the Study of Family and Culture

“Fighting for Your Attention and Stealing Away Your Time: How to Survive in a Distracted World” (2021), Austin Institute for the Study of Family and Culture

“The Constitution at the Crossroads: Religious Liberty & the New Civil Rights Movement” (2017), Austin Institute for the Study of Family and Culture

“Founding Debates: Federalists and Antifederalists” (2008), University of Texas at Austin (TA and discussion section instructor)

“Human Life: Basic Philosophical Questions and Answers” (February-March 2008), Christ Church Parish. Taught a seminar series on the fundamental political-philosophical questions surrounding human persons: what a person is and what that means for our conduct.

Guest Lecturer (April 2007) “The Philosophies of the American Founders,” “Contemporary American Social Theory,” and “State Sovereignty and Human Rights,” University of Texas at Austin

Lecturer (April 2007) UT Quest program,

AWARDS

Catholic Education Service Award	2020
Nominee, Best Paper, Southern Political Science Association Conference	2011
Pre-dissertation Fellowship, Witherspoon Institute	2009-2010
H.B. Earhart Fellowship	2009-2010
Weaver Fellowship, Intercollegiate Studies Institute	2008-2009
Grant for Summer Study at Oxford, Witherspoon Institute	2007
Scholarship to attend First Principles, Witherspoon Institute	2005-2007
Resident Scholar, Sigma Phi Epsilon Educational Foundation	2006-2010
Full funding award, University of Texas	2006-2011
Graduate Support Scholarship, LSE	August 2004



City of Taylor
Boards and Committee
Application

RECEIVED
MAY 17 2024
BY: *VA*

RECEIVED
MAY 20 2024
BY: *VA*

PLEASE TYPE OR PRINT CLEARLY:

Name MARK THOMPSON
Address (Residence and Mailing)
1310 SAGEWOOD DR
TAYLOR TX 76574
How long at this residence? 14 years & 5 mo
Phone (Home) NA
Cell Phone 512-576-0340
Fax 888-775-7708
Email [REDACTED]

Occupation FINANCIAL ADVISOR
Employer EDWARD JONES
Address 104 E 2ND
TAYLOR TX 76574
Work Phone 512-352-5225
Business owner? ☒ Yes ☐ No
Additional information? _____
Are you willing to meet via Zoom or other virtual software? ☒ Yes ☐ No

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously. (Does not apply to the Comprehensive Plan Implementation Committee.) If more than one, please list in order of priority for which you wish to be considered.) : ECONOMIC DEVELOPMENT CORP. (TEDC)
Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.taylortx.gov> for a complete roster of committee appointees.

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

FINANCIAL ADVISOR FOR 21 YEARS

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

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

Signature

[Signature]

Date

5-16-2024



City of Taylor

Board and Commission Application

PLEASE TYPE OR PRINT CLEARLY

Name	<u>Matthew Rector Sr.</u>
Address (Residence and Mailing)	<u>4104 Zion Avenue</u>
	<u>Taylor TX 76574</u>
How long at this residence?	<u>6 years</u>
Phone (Home)	<u></u>
Cell Phone	<u>314-939-9833</u>
Fax	<u></u>
Email	<u></u>

Occupation	<u>Civil Engineer</u>
Employer	<u>City of Hutto</u>
Address	<u>500 W Live Oak</u>
	<u>Hutto TX 78634</u>
Work Phone	<u>512-759-4025</u>
Business owner?	☒ Yes ☐ No
Additional information?	<u>I don't own Hutto.</u> <u>My wife and I own a business in Taylor</u>
Are you willing to meet via Zoom or other virtual software?	☒ Yes ☐ No

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously, with the exception of the ZBA. If more than one, please list in order of priority for which you wish to be considered.

1. Planning and Zoning, 2. Historic Preservation, 3. TEDC, 4. Main Street, 5. Parks,
6. Library, 7 ZBA

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

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

As a professional engineer I have worked regularly in land development or city planning.
As a city engineer I have interacted regularly with P&Z, ZBA, EDC and Historic Preservation.
As former PW Director in Taylor, I understand the behind the scenes aspects of Parks and Rec.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, or the TEDC. Change in residency status during term can result in termination of appointment.) Applications must be received at least 10 business days prior to Council making appointments.

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

Signature

Date 1/12/2024



City of Taylor Board and Commission Application

PLEASE TYPE OR PRINT CLEARLY

Name Richard Stone

Address (Residence and Mailing)

1306 Cecelia St., Taylor, 76574

How long at this residence? 9 years

Phone (Home) NA

Cell Phone 512-760-5748

Email [REDACTED]

Occupation_ retired

Employer retired

Address _____

Work Phone _____

Business owner? ☐ Yes ☐ No

Additional information? _____

Are you willing to meet via Zoom or other virtual software? ☐ Yes ☐

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously, with the exception of the ZBA. If more than one, please list in order of priority for which you wish to be considered.

Taylor Economic Development Board of Directors (*I understand the prohibition against serving on multiple boards and would be willing to step down from Arts to pursue this appointment, if given.*)

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

List experience, training, skills or interests which you believe you could bring to this position: *I have more than three and a half decades experience observing small municipal governments, including economic development issues. I have served on many boards and commissions in various communities including board of several different Chambers of Commerce (four different communities), non-profits, and city boards or commissions. As my central role over this time has been to explain complex issues to the general public, I am a quick and thorough study of complicated matters and, despite my background in media (or maybe because of it) have a solid understanding of confidentially requirements,*

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. Applications must be received at least 10 business days prior to Council making appointments.

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

Signature _____

Date: Dec. 11, 2023



City of Taylor Board and Commission Application

PLEASE TYPE OR PRINT CLEARLY

Name Rick Von Pfeil
Address (Residence and Mailing)
811 W. Lake Dr
Taylor TX 76574
How long at this residence? 4 yrs
Phone (Home) _____
Cell Phone 206-637-8435
Fax _____
Email [REDACTED]

Occupation Retired
Employer _____
Address _____
Work Phone _____
Business owner? ☐ Yes ☒ No
Additional information? _____
Are you willing to meet via Zoom or other virtual software? ☒ Yes ☐ No

List the Board or Commission you are applying for. A person may not be appointed by the City Council to serve on more than one board or commission simultaneously, with the exception of the ZBA. If more than one, please list in order of priority for which you wish to be considered.

TEDC

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

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

25 year as Corporate Financial Executive and
consultant in multiple industries

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, or the TEDC. Change in residency status during term can result in termination of appointment.) Applications must be received at least 10 business days prior to Council making appointments.

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

Signature [Signature]

Date 4-10-24



City Council Meeting June 13, 2024 Transmittal Letter

STRATEGIC PILLAR

Agenda Item Number: 14.

Agenda Title: Consider entering into new Justice Center/City Hall Construction Manager at-Risk (CMAR) Contract (A133 and A201). *John Heye*

Council Action to be Taken: Consider contract.

Department Submitted: City Management, City Engineer

Staff Contact:

1. PURPOSE / DESCRIPTION

Requesting City Council approval of a \$58,500 contract with Bartlett Cocke General Contractors to provide reconstruction services. Tasks will include the following: analyze current proposed designs, provide value engineering suggestions, develop cost estimates, conduct sub-contractor bidding/negotiations services, and, pending approval of the guaranteed maximum price (GMP), serve as the General Contractor during the project's construction phase.

This contract is only for Preconstruction Services. A final GMP will be negotiated upon issuance of construction documents.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

From March 19, 2024 to June 10, 2024, Bartlett Cocke was systematically evaluated to be the lead CMAR candidate. This evaluation included comparison among & scoring of eight bidders, an in-person interview of the final two candidates, and extensive follow-up discussions. The City of Taylor project team members who conducted the evaluation process were John Heye, Project Manager; Brian LaBorde, City Manager; Jeff Jenkins, Deputy City Manager; Tom Yantis, Assistant City Manager; Internal Services Director, Nicole Oman; Randall Scott, Architect; Kelly Kaatz, HDR; Michelle Tremblay, HDR.

Bartlett Cocke has committed to conducting the entire project in a transparent and collaborative manner. These have been specifically mentioned in the contract documents in regards to procurement and invoicing. Bartlett Cocke has committed to keeping the same team during Preconstruction through construction.

3. PROS and CONS	
<u>PROS</u>	<u>CONS</u>
• BC has committed to keep same team through entire process. Invoices will be QA/QC by PM.	•

4. RECOMMENDATION

Approve contract documents.

5. FUNDING SOURCE

NA

6. TIMELINE

NA

7. OTHER OPTIONS

NA

8. ATTACHMENTS

1. CoT-New City Hall Justice Center-CMAR-Contract-A133 v2019-BC Ex-For CoT Execution 20240610-1
2. CoT-New City Hall Justice Center-CMAR-Contract-A201 v2017-BC Ex-For CoT Execution 20240610-1



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 10th day of June in the year 2024
(In words, indicate day, month, and year.)

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

City of Taylor
400 Porter St.
Taylor, Texas 76574

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

Bartlett Cocke General Contractors
3330 Caeybridge Ct.
Austin, Texas 78744
512-326-4223

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

New City Hall / Justice Center

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

Randall Scott Architects, Inc.
4975 Preston Park Blvd., Suite 620
Plano, TX. 75093
979-644-9100

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

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

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner is planning the design and construction of a New City Hall/Justice Center to meet the expansion needs of the City Administration, Police, and Municipal Court. Successful completion of this project will provide the Owner with adequate space for their existing and future staffing needs; improved operational efficiency; adequate parking for staff and visitors; a clear and simple signage plan; reduced operational and maintenance expenses (through the incorporation of energy efficient / sustainable design elements); flexibility; and a facility that accommodates future growth potential.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

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Project Location is the City of Taylor in Williamson County. Project site is in southeast downtown Taylor, bound by 1st Street on the south, Washburn Street on the west, 2nd Street on the north, approximately the north half of Elliott Street on the east, turning east across the eastern adjacent lot and returning southwest to 1st Street. A preliminary building plan of approximately 60,000 square feet (SF) has been established. Building is anticipated to be rectangular with the shorter sides on the north and south; the western edge is anticipated to be along Washburn. The remainder of the site will be parking with a 4,000 SF and detention pond to be located in the site area east of Elliott Street.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

THIRTY-NINE MILLION DOLLARS, AND NO CENTS (\$39,000,000.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Design Development May 2024 to August 2024

Construction Documents September 2024 to December 2024

.2 Construction commencement date:

After proper procurement and issuance of NTP. Specific date to be issued in GMP Amendment.

.3 Substantial Completion date or dates:

488 days after commencement of work. Specific date to be issued in GMP Amendment.

.4 Other milestone dates:

Specific milestones to be issued in GMP Amendment.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

To be determined upon schedule analysis during Preconstruction (i.e. – early procurement or site work, etc.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

No objectives were issued with RFP, to be determined during Preconstruction.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Not Applicable (N/A)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

HDR Engineering, Inc.
John Heye
john.hey@hdrinc.com

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214-536-2695

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

Architect

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Raba Kistner
8100 Cameron Road, Suite B-150
Austin, TX 78754

.2 Civil Engineer:

Jose I. Guerra, Inc.
1701 Director's Blvd, Suite 400
Austin, TX 78744

.3 Other, if any:

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

Serving as the Project Manager
HDR Engineering, Inc.
710 Hesters Crossing Rd # 150
Round Rock, TX 78681

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Randall Scott
Founding Principal
rscott@rsarchitects.com
972-664-9100

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Gabriel Rodriguez
Project Executive
GRodriguez@bartlettcocke.com
512-326-4223

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

See 15.2.6

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Subcontractor must be procured in accordance with Texas State law and are subject to approval by Owner.

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

See 15.2.6

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

Init.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement.

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The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

See 15.2.6

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the

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Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

The Owner shall be entitled to full access of all the details of the process of developing the Guaranteed Maximum Price proposal.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

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§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

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The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

FIFTY-EIGHT THOUSAND, FIVE HUNDRED DOLLARS, AND NO CENTS (\$58,500.00)
on Time & Material / Not-to-Exceed (T&M/NTE) Basis

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

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

See 15.2.6 CMAR Labor Rates

(Table deleted)

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed by December 2024 and the amount of Preconstruction compensation is expended, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted. If Preconstruction compensation is not expended, then the schedule will be adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty-one (31) days after the invoice date has been received shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

Interest shall be pursuant to the Texas Prompt Payment Act.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

A percentage fee of 3.00% of the Cost of Work.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's overhead and profit attributable to increases in the Cost of the Work, as evidenced by executed Change Orders(s) identifying the same, shall not exceed the percentage of the Construction Manager's Fee and no mark-up of Fee (percentage fee of 3.00% of Cost of Work) shall be allowed on self-performed (by the Construction Manager) or work performed by Related Parties.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

A maximum percentage of 15.00% for overhead and profit.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed Ninety Five percent (95%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$1000 per each calendar day

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

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None

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

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See 15.2.6 for Labor Rates

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents including any subcontractor payment and performance bonds or subcontractor default insurance (SDI), whichever is determined to be a better value to the project and directly attributable to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

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§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

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§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to

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review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10. Includes work self-performed by Construction Manager.

§ 9.3 If the Construction Manager recommends a specific bidder that may be considered a "Related Party" according to Section 7.8, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2. If no competing bids or proposals are received for work sought to be self-performed or performed by a related party, the subcontract may, at the Owner's election, be structured and billed as a cost-plus contract, with the amount of markup for overhead and profit to be 10% in accordance with the allowable markups for Changes in the Work in Article 7 of the A201 General Conditions, with a total combined markup and overhead by the Construction Manager or its Related Party not to exceed Fifteen Percent (15%) for all tiers. However, if competing bids or proposals are received, the subcontract for self-performed or Related Party work shall be treated as a lump sum proposal, except that the Construction Manager shall not be entitled to the CM Fee on the lump sum proposal amount.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Starting on the first and ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a current month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 20th day of the following month after the Application for Payment is approved by the Architect. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the

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Owner not later than the 31st day after the Architect approves the Application for Payment, in accordance to Texas Prompt Payment Act.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Contracted material purchase safter delivery to Construction Manager.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

None.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

None

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 45 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the City Council and then Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 30 days after completion of the audit, submit a written report based upon the auditors' findings to the City Council and then Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Pursuant to the Texas Prompt Payment Act.

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ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of AIA Document A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

(Paragraph deleted)

☒ [X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an

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- amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.
 - .4 Compensation will be only for work performed

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

None

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§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

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

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million US\$(\$ 1,000,000) for each occurrence and Two Million US\$(\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million US\$ (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$) each accident, One Million US\$(\$ 1,000,000) each employee, and One Million US\$(\$ 1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than zero (\$ 0) per claim and zero (\$ 0) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

→ See 15.2.6 Document 001 (Encl 1)
for compliance with City of Taylor
Insurance Requirements

Limits

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§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

None

§ 14.5 Other provisions:

None

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraph deleted)

- .6 Other Exhibits:
(Check all boxes that apply.)

☒ **[X]** Supplementary and other Conditions of the Contract:

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Document	Title	Date	Pages
001	RFP (incl Addenda 1, 2, 3, 4)	March 18, 2024	28
002	Contractor Staff List for Preconstruction	April 10, 2024	1
003	Contractor Labor Rates for Preconstruction	June 3, 2024	1
004	Itemized General Conditions Cost and Estimated GMP	April 12, 2024	2

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

None

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

OWNER (Signature)

Brian LaBorde
City Manager
City of Taylor

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Sean Stevens Vice President of Operations

(Printed name and title)

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Additions and Deletions Report for AIA® Document A133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:57:07 ET on 06/10/2024.

PAGE 1

AGREEMENT made as of the 10th day of June in the year 2024

...

City of Taylor
400 Porter St.
Taylor, Texas 76574

...

Bartlett Cocke General Contractors
3330 Caeybridge Ct.
Austin, Texas 78744
512-326-4223

...

New City Hall / Justice Center

...

Randall Scott Architects, Inc.
4975 Preston Park Blvd., Suite 620
Plano, TX. 75093
979-644-9100

PAGE 2

The Owner is planning the design and construction of a New City Hall/Justice Center to meet the expansion needs of the City Administration, Police, and Municipal Court. Successful completion of this project will provide the Owner with adequate space for their existing and future staffing needs; improved operational efficiency; adequate parking for staff and visitors; a clear and simple signage plan; reduced operational and maintenance expenses (through the incorporation of energy efficient / sustainable design elements); flexibility; and a facility that accommodates future growth potential.

PAGE 3

Project Location is the City of Taylor in Williamson County. Project site is in southeast downtown Taylor, bound by 1st Street on the south, Washburn Street on the west, 2nd Street on the north, approximately the north half of Elliott Street on the east, turning east across the eastern adjacent lot and returning southwest to 1st Street.

A preliminary building plan of approximately 60,000 square feet (SF) has been established. Building is anticipated to be rectangular with the shorter sides on the north and south; the western edge is anticipated to be along Washburn. The remainder of the site will be parking with a 4,000 SF and detention pond to be located in the site area east of Elliott Street.

...

THIRTY-NINE MILLION DOLLARS, AND NO CENTS (\$39,000,000.00)

...

Design Development May 2024 to August 2024
Construction Documents September 2024 to December 2024

...

After proper procurement and issuance of NTP. Specific date to be issued in GMP Amendment.

...

488 days after commencement of work. Specific date to be issued in GMP Amendment.

...

Specific milestones to be issued in GMP Amendment.

...

To be determined upon schedule analysis during Preconstruction (i.e. – early procurement or site work, etc.)

...

No objectives were issued with RFP, to be determined during Preconstruction.

...

Not Applicable (N/A)

...

HDR Engineering, Inc.
John Heye
john.hey@hdrinc.com
214-536-2695

PAGE 4

Architect

...

Raba Kistner
8100 Cameron Road, Suite B-150
Austin, TX 78754

...

Jose I. Guerra, Inc.
1701 Director's Blvd, Suite 400
Austin, TX 78744

...

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

Serving as the Project Manager
HDR Engineering, Inc.
710 Hesters Crossing Rd # 150
Round Rock, TX 78681

...

Randall Scott
Founding Principal
rscott@rsarchitects.com
972-664-9100

...

Gabriel Rodriquez
Project Executive
GRodriguez@bartlettcocke.com
512-326-4223

...

See 15.2.6

...

Subcontractor must be procured in accordance with Texas State law and are subject to approval by Owner.
PAGE 5

See 15.2.6
PAGE 7

See 15.2.6
PAGE 8

The Owner shall be entitled to full access of all the details of the process of developing the Guaranteed Maximum Price proposal.

PAGE 10

FIFTY-EIGHT THOUSAND, FIVE HUNDRED DOLLARS, AND NO CENTS (\$58,500.00)
on Time & Material / Not-to-Exceed (T&M/NTE) Basis
PAGE 11

See 15.2.6 CMAR Labor Rates

Individual or Position

Rate

...

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~()~~ months of the date of this Agreement, by December 2024 and the amount of Preconstruction compensation is expended, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase

services shall be equitably adjusted. If Preconstruction compensation is not expended, then the schedule will be adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid (~~—~~) thirty-one (31) days after the invoice date has been received shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

~~(Insert rate of monthly or annual interest agreed upon.)~~

~~% — Interest shall be pursuant to the Texas Prompt Payment Act.~~

...

A percentage fee of 3.00% of the Cost of Work.

...

The Construction Manager's overhead and profit attributable to increases in the Cost of the Work, as evidenced by executed Change Orders(s) identifying the same, shall not exceed the percentage of the Construction Manager's Fee and no mark-up of Fee (percentage fee of 3.00% of Cost of Work) shall be allowed on self-performed (by the Construction Manager) or work performed by Related Parties.

...

A maximum percentage of 15.00% for overhead and profit.

...

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (~~—~~%) Ninety Five percent (95%) of the standard rental rate paid at the place of the Project.

...

\$1000 per each calendar day

PAGE 12

None

PAGE 13

See 15.2.6 for Labor Rates

...

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents ~~that can be directly attributed including any subcontractor payment and performance bonds or subcontractor default insurance (SDI), whichever is determined to be a better value to the project and directly attributable to this Contract.~~

PAGE 16

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10. Includes work self-performed by Construction Manager.

§ 9.3 If the Construction Manager recommends a specific bidder that may be considered a "Related Party" according to Section 7.8, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2. If no competing bids or proposals are received for work sought to be self-performed or performed by a related party, the subcontract may, at the Owner's election, be structured and billed as a cost-plus contract, with the amount of markup for overhead and profit to be 10% in accordance with the allowable markups for Changes in the Work in Article 7 of the A201 General Conditions, with a total combined markup and overhead by the Construction Manager or its Related Party not to exceed Fifteen Percent (15%) for all tiers. However, if competing bids or proposals are received, the subcontract for self-performed or Related Party work shall be treated as a lump sum proposal, except that the Construction Manager shall not be entitled to the CM Fee on the lump sum proposal amount.

...

Starting on the first and ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a current month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the month—20th day of the following month after the Application for Payment is approved by the Architect. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (—) days after the Architect receives the Application for Payment—the 31st day after the after the Architect approves the Application for Payment, in accordance to Texas Prompt Payment Act.

PAGE 18

5%

...

Contracted material purchase safter delivery to Construction Manager.

...

None.

...

None

PAGE 19

§ 11.2.2 Within 30-45 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the City Council and then Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10-30 days after completion of the audit, submit a written report based upon the auditors' findings to the City Council and then Architect.

...

N/A

...

%—Pursuant to the Texas Prompt Payment Act.

PAGE 20

[—]— Arbitration pursuant to Article 15 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

PAGE 21

.4 Compensation will be only for work performed

...

None

PAGE 22

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ~~(\$) for each occurrence and (\$) in One Million US\$(\$ 1,000,000) for each occurrence and Two Million US\$(\$ 2,000,000)~~ in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million US\$ (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ~~(\$) each accident, (\$) each employee, and (\$) One Million US\$(\$ 1,000,000) each employee, and One Million US\$(\$ 1,000,000) policy limit.~~

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than zero (\$ 0) per claim and zero (\$ 0) in the aggregate.

...

→ See 15.2.6 Document 001 (Encl 1)
for compliance with City of Taylor
Insurance Requirements

PAGE 23

None

...

None

...

.5 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

...

(Check all boxes that apply.)

[] AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:

(Insert the date of the E234-2019 incorporated into this Agreement.)

...

[X] Supplementary and other Conditions of the Contract:

PAGE 24

<u>001</u>	<u>RFP (incl Addenda 1, 2, 3, 4)</u>	<u>March 18, 2024</u>	<u>28</u>
<u>002</u>	<u>Contractor Staff List for Preconstruction</u>	<u>April 10, 2024</u>	<u>1</u>
<u>003</u>	<u>Contractor Labor Rates for Preconstruction</u>	<u>June 3, 2024</u>	<u>1</u>
<u>004</u>	<u>Itemized General Conditions Cost and Estimated GMP</u>	<u>April 12, 2024</u>	<u>2</u>

...

None

...

Brian LaBorde
City Manager
City of Taylor

Sean Stevens Vice President of Operations

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Sean Stevens, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:57:07 ET on 06/10/2024 under Order No. 4104243246 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

Seabriel Rodriguez
(Signed)

Project Executive
(Title)

6/10/24
(Dated)

A133

Section 15.2.6

Supplemental Documents

001-RFP (Incl Addenda 1, 2, 3, 4)

002-Contractor Staff List

003-Contractor Labor Rates for Preconstruction

004-GMP Reference Documents

Section 15.2.6

Supplemental Document 001

RFP (incl Addenda 1, 2, 3, 4)



REQUEST FOR PROPOSAL

for

Construction Manager at-Risk Services

on

New City Hall / Justice Center Project

RFP#	2024-04
Addendum	1 – Issued Monday, February 26, 2024
Addendum	2 – Issued Friday, March 8, 2024
Addendum	3 – Issued Monday, March 11, 2024
Addendum	4 – Issued Friday, March 18, 2024
Start Date	Monday, February 19, 2024
Posting Venues	http://www.taylortx.gov/bids.aspx https://www.civcastusa.com
Non-Mandatory Informational Meeting for Proposing Entities	Tuesday, February 27, 2024 @ 1:30 – 2:30 PM Taylor City Hall (400 Porter St., Taylor, TX 76574) Virtual Meeting Link for MS Teams: <u>Click here to join the meeting</u> Meeting ID: 273 934 583 850 Passcode: pj25ku
Closing Date	Tuesday, March 19, 2024 @ 2:00 PM

*All times local to City of Taylor (US Central)

List of RFP Questions and Answers (Addendum 2)

ID	QUESTION	RFP REFERENCE	ANSWER
1	What is the estimated duration for Construction?	Part V	12 months (from January 1, 2025 to December 31, 2025)
2	Is the General Contractor responsible for Permit Fees?	Part VI/U	No
3	What is the amount of Owner-required insurance?	Part VII/L Informational Meeting on February 27, 2024	Part VII/L has been edited to delete mention of just one amount. Refer to Enclosure 1.
4	What is meant by maintain BIM model?	Part IV/B/14 Part VI/A	See new section Part IV/C.
5	Is the monthly amount of General Conditions shown as a Lump Sum or an Itemized List?	Part VII/E/1/a Part VII/E/1/b	Show as a monthly lump sum in your proposal. Your monthly invoice would be reimbursed per provided itemized list of costs.
6	What is the level of detainment in the Police Station?	Informational Meeting on February 27, 2024	None
7	Does the old jump house storage building have asbestos?	Site Walk during Informational Meeting on February 27, 2024	Undetermined at this time. This will be detailed in the construction documents. Do not include pricing for this work in your proposal.
8	Item B in the response states the following “Project understanding & approach. Include list of inclusions and exclusions.” What are the inclusions and exclusions referenced in this requirement?	Part VII/B	Please state the inclusions & exclusions of your specific proposal.
9	Item K in the response states the following “Firm’s status of litigation status Legal Information available capacity relative to firm’s average annual volume, etc.” This question seems to ask several different answers. Please provide some clarification on what is specifically being asked.	Part VII/K	Provide a general statement of any pending legal cases which might inhibit your company's financial ability to provide the services in the RFP.
10	Item E.1 in the response references to an Expense Allocation Matrix. Please provide this matrix.	Part VII/E/1	The "Expense Allocation Matrix" refers to Enclosure 6 - Bid Form/Section VII/E/2.
11	The Pre-con narrative indicates that E.1.a is Lump Sum for Precon Fee, Incidentals and Direct Expense. E.1.b indicates that the response is to include a Time and Material cost Not to Exceed.	Part VII/E/1/a Part VII/E/1/b	E/1/b is correct. E/1/a has been modified and reissued in Addendum 2: Time & Material with Not-to-Exceed Amount (T&M/NTE) basis each month.

ID	QUESTION	RFP REFERENCE	ANSWER
	Which one is correct?		
12	Item E.2 in the response indicates to provide the Maximum Monthly Construction Incidental and Direct expense. The narrative for the GC's indicates that Insurances, Bonds (P&P and Subs) are part of the GC calculation. These charges are typically an upfront cost which will skew the Maximum monthly GC cost for the 1st billing. Does the City of Taylor want this initial month cost or should the insurances and bonds be removed from the GC calculation to better reflect the planned monthly GC expenditure?	Part VII/E/2 Enclosure 6 - Bid Form	Spread load insurance costs over the specified duration of construction. Clarification: The monthly GC cost is used as a uniform comparison across all proposals. It is not intended to also be a "cashflow prediction". Section VII/E/2 has been modified to read Average Monthly Construction Incidental and Direct Expenses. Note that bidders must list what items are covered but are not required to show individual amounts for each of these items.
13	Can the bidder fly their drone over the site during the bidding process?	N/A	It is possible for the bidder to fly their drone over the jobsite during the bid process. This is limited to M-F (9:00 AM to 3:00 PM). Coordinate with the City Project Manager 48 hours prior to the desired flight date.
14	Regarding the Excel Spreadsheet with pricing form, does the City have a preferred excel spreadsheet or is our own form sufficient to submit?	Enclosure 6 - Bid Form	Format your spreadsheet per the table in Enclosure 6.
15	Regarding Section J. Could we get some clarification on what should be provided here? The State of Texas does not require that GCs have a license. We are registered with the state as a corporation.	Part VII/J	Provide copy of your registration as a corporation in the State of Texas.
16	Regarding Section B. Please clarify what information should be provided in this section and how much detailed is needed?	Part VII/B	This section is subjective per your company's plan to provide the requested services. This section also provides a place where your company expertise can demonstrate its expertise of the overall project and offer

ID	QUESTION	RFP REFERENCE	ANSWER
			suggestions/lessons based upon past experience.

I. CITY OF TAYLOR CONTACT FOR RFP

A. The City of Taylor Texas (“City”) Project Manager

John Heye
john.hey@hdrinc.com
214-536-2695

- B.** The City requires all interested parties restrict all contact and questions regarding this RFP to the above-named individual.
- C.** All inquiries relating to this RFP should be submitted as an RFI. All answers will be disseminated to all bidders as an RFP addendum.
- D.** Respondents are prohibited from directly or indirectly communicating with the City Mayor, City Council, City Manager, City Administration, any Employee, or consultant of the City and are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in direct response to an inquiry from a City member. Any violation will result in the immediate disqualification of the Respondent from the selection process.

II. BACKGROUND

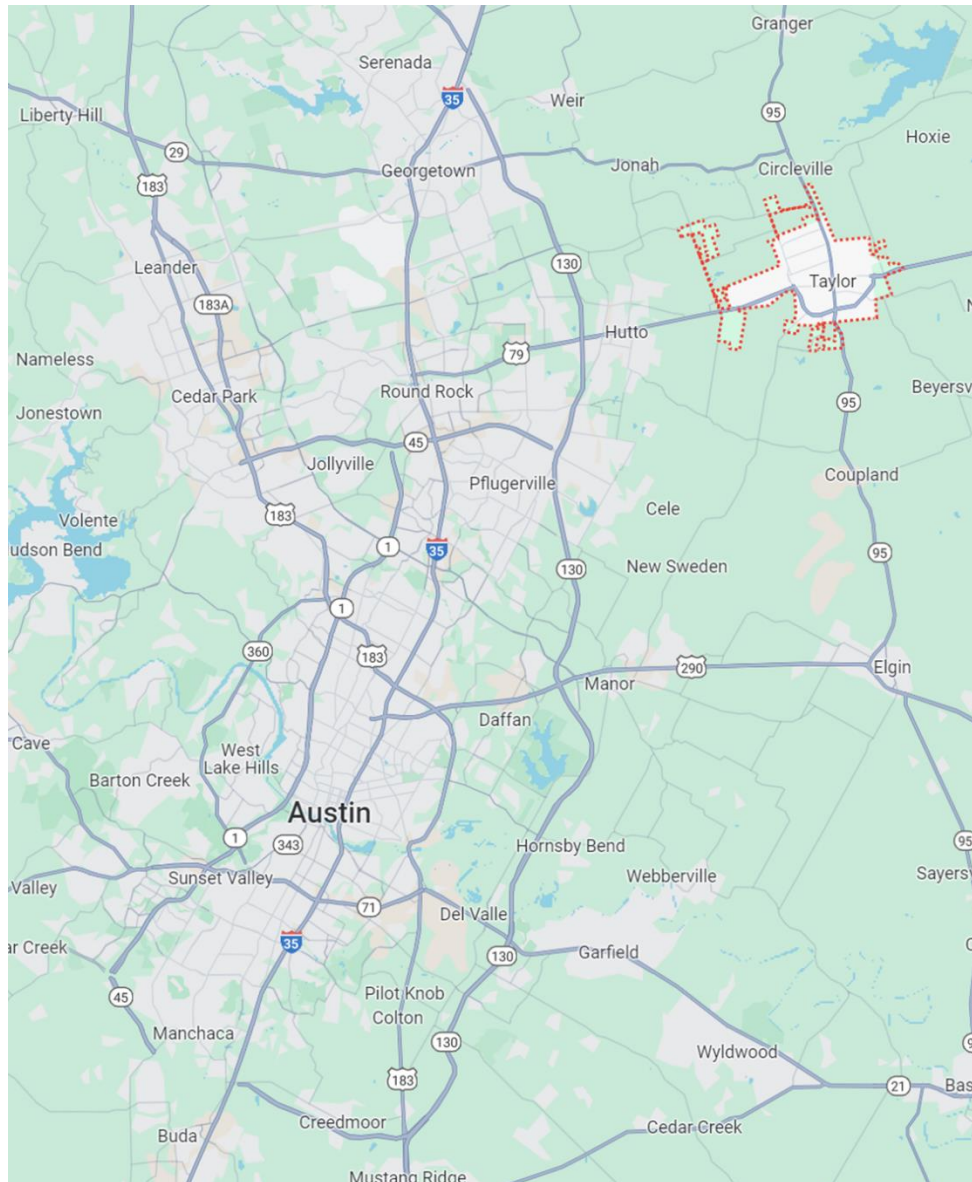
- A.** The City is planning the design and construction of a New City Hall/Justice Center to meet the expansion needs of the City Administration, Police, and Municipal Court. Successful completion of this project will provide the City of Taylor with adequate space for their existing and future staffing needs; improved operational efficiency; adequate parking for staff and visitors; a clear and simple signage plan; reduced operational and maintenance expenses (through the incorporation of energy efficient / sustainable design elements); flexibility; and a facility that accommodates future growth potential.
- B.** The City is requesting proposals for Construction Manager at-Risk (“CMAR”) for the construction of a new the New City Hall / Justice Center.
- C.** A qualified CMAR will be chosen to work alongside the City's contracted Architect in analyzing current proposed designs, providing value engineering suggestions, developing cost estimates, sub-contractor bidding/negotiations services, and, pending approval of the guaranteed maximum price (GMP), as the General Contractor during the project's construction phase.
- D.** The CMAR will be expected to collaborate closely with the Architect as the cost estimator, project scheduler, and proposer of phasing alternatives for the project upon completion of plans sufficient to estimate the project. The final contract negotiated with the Construction Manager at Risk will determine details related to a contractual guaranteed maximum price for the project. All cost estimation by the CMAR will include construction costs.

III. GENERAL INFORMATION

- A.** Randall Scott Architects is the Architect/Engineer of Record (AEOR) and has already started design.
- B.** The CMAR will be selected based on demonstrated competence and qualification for the type of services required without regard to fee.

- C. The CMAR contract will be performed in two phases with separate Notices to Proceed.
 - 1. Each phase of the work will require City Council approval before proceeding.
 - 2. Phase 1 – Preconstruction Services during Design
 - a. To be negotiated as a time & material with not-to-exceed cost
 - b. Anticipated start in April 2024
 - 3. Phase 2 – Construction Management
 - a. Contingent upon reaching agreement on the guaranteed maximum price (GMP))
 - b. To be negotiated per the following:
 - 1) Construction Fee (percentage of GMP) billed monthly per the work built in-place.
 - 2) Construction Overhead Costs (General Conditions) billed as monthly reimbursement of authorized costs.
 - c. Anticipated construction start in 1Q2025
- D. The City reserves the right to conduct interviews with the top three ranked firms.
- E. A preliminary Project Program of approximately 60,000 square feet with an estimated cost of construction of \$39,000,000 has been established and will be verified as part of Phase I of the project scope.

F. Project Location is the City of Taylor in Williamson County





G. Project organizational structure:

1. The CMAR will be contracted directly to the City. Basis of contract is the standard AIA agreement.
2. The CMAR will be managed by the City's designated Project Manager, HDR/John Heye, mentioned above.
3. The CMAR is expected to actively collaborate with the AEOR.

IV. SCOPE OF SERVICES REQUESTED

A. Phase 1 – Preconstruction Services During Design

1. Meet with City Staff and the Consultant
 - a. Onboarding: Understand the requirements and general parameters under which the project will be designed and constructed.
 - b. Weekly Progress Meetings (typically virtual, 30 minutes)
 - c. Design Review Meetings (in-person per design milestone dates)

2. Bring construction management experience to the design process so that the best possible design is reached and consistent with the City's budget.
3. Perform constructability review report/written comments of project design plans.
4. Participate and provide expertise in design review meetings.
5. Provide expertise in cost estimating and insight into marketplace conditions.
6. Conduct value engineering.
7. Provide construction planning and scheduling.
8. Make recommendations on potential specific bid packages not yet included in the design schedule.
9. Advise and be prepared to potentially initiate procurement of long-lead items.
10. Provide a Risk Management Plan.
11. GMP Development.
12. Generate cost estimates:
 - a. Schematic Design for conceptual estimate
 - b. Design Development for conceptual estimate
 - c. Construction Drawings (80%) for initial GMP
 - d. Construction Drawings (100%) for final GMP
13. Provide construction schedule support:
 - a. Provide major component materials (i.e. – exterior skin, specialty items, etc.) lead-time during design.
 - b. Preliminary at Construction Drawings (80%) for GMP: Develop conceptual construction schedule.
 - c. Baseline at Construction Drawings (100%) Final GMP: Develop baseline construction schedule.

B. Phase 2 – Construction Management

1. Oversight and management of all construction activities.
2. Arrange for procurement of materials and equipment.
3. Assist in the permitting process.
4. Select subcontractors/suppliers.
5. Schedule and manage site operations.
6. Provide monthly progress reports
7. Provide commissioning services.
8. Bond and insure the construction.
9. Address all federal, state and local permitting and reporting requirements.
10. Maintain a safe work site for all participants.
11. Other duties as determined during design phase and in the Technical Specifications.
12. Develop, manage, and monitor a comprehensive safety program for the project.
13. Develop and utilize a Quality Assurance and Quality Control program to proactively ensure and then assess compliance to specifications.
- 14. Build and maintain a building information model (BIM Model) to coordinate subconsultant work.**
15. Provide accounting functions.
16. Provide job site security functions and control site access.

17. Conduct progress and coordination meetings with on-site trade foremen or superintendents.
18. Conduct weekly meetings with the City's representative and Architect to review construction progress, update scheduling, conduct conflict resolution, etc.
19. Track construction costs, maintain detailed construction cost records, and submit monthly reports.
20. Review and process shop drawings and other submittals.
21. Conduct value engineering.
22. Submit requests for interpretation (RFI) as required.
23. Provide post-construction services, including implementation of close-out procedures.
24. Maintain and provide as-built information to the Architect for the preparation of record documents.
25. Provide warranty walk-through to occur one year after project completion.

C. BIM Model

1. The overall intentions for BIM model use are the following:
 - a. Assist cost estimating during design
 - b. Employ a clash detection process to proactively coordinate trade work and mitigate delays/change orders due to incorrect fabrication and time spent resolving work site conflicts between different trades
 - c. City use of BIM model to assist facility management
2. The process is expected to be the following:
 - a. Architect/Engineer develops the design utilizing a BIM model in Revit 2024 software
 - b. During design, Architect/Engineer will provide the BIM model to the CMAR for use in estimating.
 - c. Architect/Engineer completes the design and shares the "IFC" BIM model with the CMAR
 - d. The CMAR is expected to utilize this IFC BIM model to incorporate all of the subcontractors coordination drawings (i.e. – MEP, structural, as well as delegated design subcontractors, etc.) to work through clash detection prior to subcontractor submittals, fabrication, and construction.
 - e. Once clashes are identified, the CMAR and Architect/Engineer will collaborate with the CMAR and subcontractors to resolve the identified issues.
 - f. After construction is complete, this BIM model will be submitted back to the Architect/Engineer for their final updates
 - g. Architect/Engineer deliver this final BIM model to the City.
3. Methodology: A common practice is for the CMAR to utilize Navisworks (Autodesk) software which produces a NWF file. These major subcontractors and delegated design subcontractors should use the same shared coordinates linked to a common (shared coordinates system) project base point as the Architect/Engineer so Revit and Navisworks collaboration is efficient.
4. The CMAR is required to have BIM staff to execute the above noted process steps (including a methodology efficient for both the CMAR and Architect/Engineer) that produce results of the stated intentions: utilize BIM model to assist cost estimating, incorporate all

the subcontractor & delegated design information, manage (identify/resolve) the clash detection process, maintain during construction & update with as-built information, and share back with the Architect/Engineer after construction is completed.

D. Administration:

1. Throughout the entire duration of the project, information (i.e. – reports, cost estimates, schedules, Construction Administration, etc.) will be managed via Newforma Information Exchange system.
2. Contractor will be expected to utilize this system. City City's Representative can assist with establishing system access.

V. PROJECT SCHEDULE

Addendum 1 – Informational Meeting is Non-Mandatory

A. RFP

ID	Task Name	Duration (Work Days)	Start	Finish
25	RFP Process	21 days	Mon 2/19/24	Tue 3/19/24
26	RFP Issued	1 day	Mon 2/19/24	Mon 2/19/24
27	RFP Non-Mandatory Informational Meeting Virtual Link Available (Addendum 1)	1 day	Tue 2/27/24	Tue 2/27/24
28	RFP Questions Deadline	1 day	Tue 3/5/24	Tue 3/5/24
29	RFP Questions Answered	1 day	Fri 3/8/24	Fri 3/8/24
30	Proposal Due	1 day	Tue 3/19/24	Tue 3/19/24
31				
32	CoT Review & Approval	29 days	Wed 3/20/24	Mon 4/29/24
33	CoT Project Team Review	5 days	Wed 3/20/24	Tue 3/26/24
34	Proposal Team Interviews by CoT	2 days	Wed 3/27/24	Thu 3/28/24
35	CoT Project Team Decision	2 days	Fri 3/29/24	Mon 4/1/24
38				
39	CoT Council Approval - Earliest	1 day	Thu 4/11/24	Thu 4/11/24
40	CoT Issue Award & NTP - Earliest	1 day	Fri 4/12/24	Fri 4/12/24
41	COT Issue Signed Task Order - Earliest	1 day	Mon 4/15/24	Mon 4/15/24
42				
43	CoT Council Approval - Latest	1 day	Thu 4/25/24	Thu 4/25/24
44	CoT Issue Award & NTP - Latest	1 day	Fri 4/26/24	Fri 4/26/24
45	COT Issue Signed Task Order - Latest	1 day	Mon 4/29/24	Mon 4/29/24

Firms submitting proposals must be prepared to initiate work immediately upon Notice to Proceed (NTP).

B. Design Schedule

ID	Task Name	Duration (Work Days)	Start	Finish
1	Design	282 days	Wed 9/20/23	Thu 12/19/24
2	Project Kick-off	1 day	Wed 9/20/23	Wed 9/20/23
3	Programming	84 days	Thu 9/21/23	Thu 2/1/24
4	Schematic Design	64 days	Fri 2/2/24	Thu 5/2/24
5	Design Development	51 days	Fri 5/3/24	Fri 8/16/24
6	Construction Drawings (80%)	52 days	Mon 8/19/24	Thu 10/31/24
7	Construction Drawings (100%)	30 days	Fri 11/1/24	Thu 12/19/24

C. For the purposes of this RFP, the Construction schedule is given as (12) months from January 1, 2025 to December 31, 2025.

VI. GENERAL CONDITIONS TO BE INCLUDED AS PART OF CONSTRUCTION

A representative (alphabetically sorted) list; not intended to be all-inclusive.

A. BIM Model

- B. Daily Clean Up
- C. Drone Operations
- D. Dumpsters And Debris Removal
- E. Employee Parking
- F. Equipment, Maintenance, Fuel
- G. Fencing And Site Security
- H. Field Office Equipment & Supplies (Purchase / Rental)
- I. Field Office Food & Drink
- J. Field Office Trailer(s) / Conference Rooms
- K. Field Office Trailer/Jobsite – Temporary Utility Connections
- L. Field Radios / Cellular Telephones
- M. Field Staff (Project Manager, Project Coordinator, Superintendent, Foreman, Safety, etc.)

- N. Final Cleaning And Cleaning Supplies
- O. Fire Extinguishers and Other Safety Items
- P. First Aid Supplies
- Q. Liability and OCP/Builder's Risk Insurance
- R. Licensed Surveys
- S. Payment And Performance Bonds – Construction Manager & Subcontractors
- T. Payroll Taxes
- U. Fees as Applicable (do not include Building Permit costs [these are by City])
- V. Postage / Express Mail / Courier
- W. Progress Photos
- X. Reproduction Expense For Submittals/Shop Drawings
- Y. Safety Signage Barricades, Etc.
- Z. Sales Tax On Non-Incorporated Items
- AA. Site Project Sign
- BB. Site Video to Document Construction (start to finish)
- CC. Staff Health Insurance
- DD. Temporary & Permanent Utility Usage Cost During Construction (Electrical/Water)
- EE. Temporary Trailers for Field Office, Restroom, Storage, etc.
- FF. Tools & Equipment
- GG. Worker's Compensation

VII. PROPOSAL REQUIREMENTS

All firms interested in being considered for this project should submit proposals that include the following listed content. Please note page limits. "Page" means 8-1/2" x 11" sheet of paper. File format is PDF unless noted otherwise.

A. Letter of interest to include the name, telephone, and fax numbers, mailing address and e-mail address of the contact person.	Limited to two (2) pages
B. Project understanding & approach. Include list of inclusions and exclusions.	Limited to ten (10) pages
C. A statement of qualifications and experience that uniquely qualify the firm to provide the services required for the	Limited to three (3) pages

completion of this project. Information will be provided describing the firm's report management process and project quality control (not part of Understanding and Approach).	
D. Description of safety program, including Experience Modifier Rate (EMR) for each of the past five years and the average of those five years.	Limited to three (3) pages See also Enclosure 6
E. Fee shown in three different amounts. 1. PRECONSTRUCTION FEE & OVERHEAD COSTS a. For professional consulting services prior to construction commencement, providing cost estimating services, scheduling services, value engineering, constructability, bid advertisement, and related services, the Construction Manager will be paid on a Time & Material with Not-to-Exceed Amount (T&M/NTE) basis each month (shall include by name/hourly backup data) with approved expenses reimbursed per backup data. The NTE amount for Pre-construction Services is inclusive of all incidental and direct expenses including, but not limited to, travel, sustenance, reproduction, salaries, wages, office expenses, and fees to trade contractors and vendors assisting the construction manager as depicted in the attached Expense Allocation Matrix (refer Enclosure 6 - Bid Form/Section VII/E/2). Should the City not authorize the construction manager to proceed with construction, the Pre-Construction Fee is the maximum amount the City is liable to the Construction Manager. CMAR shall provide cost estimates (and comparison to previous cost estimates) including basis and qualifications, construction schedule, and constructability reviews at 100% SD, 100% DD, 80% CD and 100% CD. CMAR shall obtain subcontractor bids and prepare GMP at completion of Construction Documents. CMAR shall be prepared that design may be issued in phases and have multiple GMPs. b. Type: Time & Material with Not-to-Exceed Amount (T&M/NTE) 2. CONSTRUCTION OVERHEAD COSTS (GENERAL CONDITIONS)	See Enclosure 6

- a. The **Maximum** Monthly Construction Incremental and Direct Expenses (General Conditions) is inclusive of all incidental and direct expenses including but not limited to: travel, sustenance, reproduction, salaries, wages, home and field office expense, and those costs as depicted in the attached Expense Allocation Matrix (**refer Enclosure 6 - Bid Form/Section VII/E/2**). The **average** monthly **maximum** amount for construction overhead costs is the **average maximum** amount the City shall be liable to the Construction Manager for overhead costs in any given month.
- b. Type: **Average Maximum** Monthly Construction Incidental and Direct Expenses

Please note this submitted amount is not used as a cashflow forecast. It is meant to be an applicable comparison between proposals.

3. CONSTRUCTION FEE

- a. The construction fee shall be submitted as a percentage of the total cost of work for the project site. If the City and Construction Manager agree upon a guaranteed maximum price, the Construction Manager's fee shall be converted to a fixed dollar amount for this project site and shall be based on the total number of months scheduled for this project.
- b. Type: Percentage of the Total Cost of Construction

F. Project organization chart identifying any teaming arrangements. Identify availability of key personnel and redundancy for the duration of the project (not part of Understanding and Approach).	Limited to one (1) page
G. Resumes for the firm's team may be submitted explaining their proposed roles in the project, their relevant experience, their workplace location, and their certification (not part of Understanding and Approach).	Limited to (but can be less than) one (1) page per person.
H. Letters of reference from past projects of comparable size and type.	Limited to five (5) pages
I. A list of similar work performed within the last 10 years. Please include the following:	Limited to ten (10) pages

1. Brief description (functions in the building, size, location, year of completion)	
2. Final cost of construction	
3. If under construction, state the percentage completion	
4. Include any experience working in the City of Taylor	
J. Certificate of Authorization. The selected consultant shall provide to the City, and maintain in good standing, a copy of your registration as a corporation in the State of Texas.	
K. Firm's status of litigation status Legal Information available capacity relative to firm's average annual volume, , etc.	Limited to three (3) pages
L. Provide proof of insurance per Enclosure 1.	See Enclosure 1
M. Compliance with specific laws of the Texas Legislature	
1. Provide compliance with HB 1295	See Enclosure 2.1
2. Provide compliance with SB 13	See Enclosure 2.2
3. Provide compliance with SB 19	See Enclosure 2.3
N. Provide Conflict of Interest Questionnaire	See Enclosure 3
O. Provide City Of Taylor, Texas Proposal Confirmation	See Enclosure 4
P. Provide completed W-9 Tax Form	See Enclosure 5
Q. Provide Proposal Acknowledgement	See Enclosure 7

VIII. PROPOSAL SUBMITTAL PROCEDURES **(Addendum 4)**

A. Note the file format requirements in Part VII and the Enclosures.

B. Deliver six (6) hardcopies of proposal package **plus one (1) flash drive containing the electronic files** to the contact and address listed below. Do not submit any proposal RFIs to this person.

City of Taylor – City Hall
Attn: Purchasing Agent
400 Porter Street
Taylor, Texas 76574

C. Submit an electronic copy to Newforma portal via emailed instructions. Contact John Heye (john.hey@hdrinc.com) and Michelle Tremblay (michelle.tremblay@hdrinc.com) if your firm does not receive an invitation via email.

IX. SELECTION FACTORS

- A. The City reserves the right to select the top three (3) candidates for interviews.
- B. Selection of the firm will be made solely on the qualifications of the firm and merits of the proposal.

Category	Point Range Poor – Excellent
1. Ability and experience of professional personnel and staff	0 – 15
2. Past project experience and current project loading	0 – 15
3. Demonstrated ability to perform the work within stated schedule	0 – 15
4. Experience Modifier Rate (EMR) for Past 5 Years	0 – 15
5. Proposed fees	0 – 40
Total Points for Final Selection	0 – 100

Enclosure 1 – City Of Taylor, Texas Insurance Requirements

Bidder/Proposer performing work on City property or public right-of-way for the City of Taylor shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Bidder/Proposer shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Taylor.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for Premises/Operations	\$1,000,000 per occurrence, \$2,000,000 general aggregate	City to be listed as additional insured and provide 30-days notice of cancellation or material change in coverage
Products/Completed	\$2,000,000 combined single limit	
Operations		City to be provided a waiver of subrogation
Independent Contractors		
Personal Injury		City prefers that Personal Injury insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poor's
Contractual Liability		
Business Auto Liability	\$1,000,000 combined single	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation

Questions regarding this insurance should be directed to the Project Manager.

A contract will not be issued without evidence of Insurance.

Enclosure 2.1 – Compliance with HB 1295

Instructions to Bidder: Complete this form online and include a PDF copy of the submitted documents in your proposal package.

The Texas Legislature approved HB 1295 during its last Legislative session and the date for Implementation of the new process was January 1, 2016.

Please note that this form must be electronically completed on the Texas Ethics Commission website. <https://www.ethics.state.tx.us/File/>. The completed Form 1295, Certification of Filing, must be printed, and returned to the City Purchasing Department along with the vendor signed contract.

For more information on on-line filing requirements, visit the Texas Ethics Commission website at <https://ethics.state.tx.us/filinginfo/1295/>.

Enclosure 2.2 – Compliance with SB 13

Instructions to Bidder: Complete this form and include a PDF copy in your proposal package

Compliance with SB 13: Proposer agrees per SB 13 vendor does not boycott energy companies as those terms are defined in the Texas Government Code § 809.001, and will not boycott energy companies during the term of any contract with the City of Taylor.

☐ Yes, we agree ☐ No, we do not agree

Company Name _____

Enclosure 2.3 – Compliance with SB 19

Instructions to Bidder: Complete this form and include a PDF copy in your proposal package

Compliance with SB 19: Proposer agrees per SB 19 vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in the Texas Government Code § 2274.001, and that vendor will not so discriminate during the term of any contract with the City of Taylor.

☐ **Yes, we agree** ☐ **No, we do not agree**

Company Name _____

Enclosure 3 – Conflict of Interest Questionnaire

Instructions to Bidder: Complete this form and include a PDF copy in your proposal package (Addendum 3)

~~Instructions to Bidder: Complete and submit this form online and then include a PDF copy of the entire submitted document in your proposal package.~~

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY Date Received
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed		
Name of Officer		
4 Describe each 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). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer or family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?		
☐ Yes ☐ No		
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?		
☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity in response to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
Signature of vendor doing business with the governmental entity		Date
Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021		

Enclosure 4 – City Of Taylor, Texas Proposal Confirmation

THIS SECTION MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S RFP. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR RFP.

1. By signature hereon, the Respondent offers and agrees to furnish the products and/or services and comply with all terms, conditions, requirements set forth per the RFP documents and contained herein.
2. By signature hereon, the Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or City representative in connection with the submitted SOQ. Failure to sign hereon, or signing with a false statement, shall void the submitted SOQ or any resulting contracts, and the Respondent shall be removed from all vendor lists of the City.
3. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at the City's option, may result in the cancellation of any resulting contract or purchase order.
4. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated the contents of the SOQ directly or indirectly to any competitor or any other person engaged in such line of business.
5. By signature hereon, the Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete, and accurate.
6. By signature hereon, the Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract that may result from the submission of this SOQ.
7. By signature hereon, the Respondent certifies as follows:

“Under Section 231.006, Texas Family Code, the Respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.”

“Under Section 2155.004, Texas Government Code, the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.”

“Under Section 2254.004, Texas Government Code, the Respondent certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only.”

1. By signature hereon, the Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between the Respondent and an employee of the City, or the Respondent has not been an employee of the City within the immediate twelve (12) months prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to the City entering any contract with the Respondent.
2. By signature hereon, the Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (Ref. Section 2155.004, Texas Government Code)
3. The Respondent represents and warrants that all articles and services quoted in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this RFP.
4. By signature hereon, the Respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
5. By signature hereon, the Respondent verifies and certifies that it does not, and during the duration of the agreement for services to be provided hereunder will not:
 - A. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended.
 - B. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended.
 - C. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2274, as amended; or
 - D. discriminate against a firearm trade association as defined in Texas Government Code Chapter 2274, as amended.

Enclosure 5 – Current W-9 Tax Form

Instructions to Bidder: Complete this form and then include a PDF copy of the entire submitted document in your proposal package.

W-9
Form
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check the box for a single-member LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner is a U.S. citizen or resident alien. If the LLC is classified as a single-member LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ▶

Exemption from FATCA reporting code (if any) ▶

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, see the legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Enclosure 6 – Bid Form

**(Respond with values in your PDF document and
also as an Excel spreadsheet file on your flash drive)**

RFP Ref	Item	Value	Note(s)
VII/D	Experience Modifier Rate (EMR) for Last Five Years		
	Average of Last Five Years		
	2023		
	2022		
	2021		
	2020		
	2019		
VII/E/1	PRECONSTRUCTION FEE & OVERHEAD COSTS		
	Time & Material with Not-to-Exceed Amount (T&M/NTE)		
VII/E/2	CONSTRUCTION OVERHEAD COSTS (GENERAL CONDITIONS)		
	Average Monthly Construction Incidental and Direct Expenses		
	Items included (list alphabetically) attach additional pages as required		
	Items not included (list alphabetically) attach additional pages as required		
VII/E/3	CONSTRUCTION FEE		
	Percentage of the Total Cost of Construction		%
	\$39,000,000		

Enclosure 7 – Proposal Acknowledgement

The Respondent acknowledges the following addendum/addenda:

_____ through _____

Complete the following:

FEI No: _____

If Sole City

SS No: _____

If a corporation

State of Incorporation: _____

Charter No: _____

Proposal Submitted By:

(Company Name)

(Authorized Signature)

(Printed Name)

(Printed Title)

(Date)

(Street Address)

(City, State, Zip Code)

(Telephone Number)

Section 15.2.6

Supplemental Document 002

Contractor Staff List for Preconstruction

Project Executive – Gabriel Rodriguez

Preconstruction Manager – Aarron Lacey

BIM/VDC Integrated Technology Manager – Alexandria Mullen

Estimator x 2

Preconstruction Coordinator

Scheduling Coordinator

Project Manager – Carl Jacquin

Superintendent – Dodd Ginn

Assistant Project Manager – Luis Medina

Section 15.2.6

Supplemental Document 003

Contractor Labor Rates for Preconstruction



CoT - Not To Exceed PreCon Billing Labor Rates

Bartlett Cocke Item Description		Billing Rate
Project Executive		\$107
Sr. Estimator		\$100
Preconstruction Manager		\$85
VDC		\$85
MEP Estimator		\$82
Lead Estimator		\$78
Scheduler		\$68
Estimator		\$63

Section 15.2.6

Supplemental Document 004

GMP Reference Documents

Estimated General Conditions for
administration of construction work

Estimated General Conditions based
upon scope of construction work and
resulting total contract amount

16-month schedule duration priced during proposal reviews (change from 12-mos in RFP)



CONFIDENTIAL

Itemized General Conditions Costs

City of Taylor - New City Hall / Justice Center

Bartlett Cocke Item Description	City of Taylor RFP Itemized List	Clarification	16 Month Duration	Average Monthly
			Price	Price
VDC	A. BIM Model	CMAR Responsibilities per Part IV/C	\$22,708	\$1,419
Weekly Cleaning / General Labor	B. Daily Clean Up	Cost of Work	\$0	\$0
Aerial Photography / Drone Charges	C. Drone Operations		\$6,400	\$400
Trash Dumpster / Supplies	D. Dumpsters And Debris Removal	Varies by construction type, Cost of Work	\$0	\$0
Employee / Tradesmen Parking	E. Employee Parking	Assume adequate parking around site	\$0	\$0
Fuel, Equipment, Repairs	F. Equipment, Maintenance, Fuel	Construction Equipment is Cost of Work	\$0	\$0
Vehicle Allowance	F. Equipment, Maintenance, Fuel		\$35,200	\$2,200
Temporary Fencing	G. Fencing And Site Security	1996 Linear Foot for 12 Months	\$11,960	\$747
Computers / Software / Equipment	H. Field Office Equipment & Supplies (Purchase / Rental)		\$45,200	\$2,825
Office Supplies	H. Field Office Equipment & Supplies (Purchase / Rental)		\$2,165	\$135
Office Equipment / Furniture	H. Field Office Equipment & Supplies (Purchase / Rental)		\$1,498	\$94
Printing / Copying	H. Field Office Equipment & Supplies (Purchase / Rental)		\$9,526	\$595
Drinking Water	I. Field Office Food & Drink		\$1,876	\$117
Mobilization / Demobilization	J. Field Office Trailer(s) / Conference Rooms		\$6,491	\$406
Field Office (Single) - Incl. Set up and Take Down	J. Field Office Trailer(s) / Conference Rooms		\$29,015	\$1,813
Electrical Connections	K. Field Office Trailer/Jobsite – Temporary Utility Connections		\$3,495	\$218
Field Office Utilities	K. Field Office Trailer/Jobsite – Temporary Utility Connections		\$5,200	\$325
Telephone / Internet Service	K. Field Office Trailer/Jobsite – Temporary Utility Connections		\$6,062	\$379
Sanitary Facilities - Office Tanks	K. Field Office Trailer/Jobsite – Temporary Utility Connections		\$6,928	\$433
Cell Phone Allowance	L. Field Radios / Cellular Telephones		\$5,376	\$336
Project Executive	M. Field Staff (Project Manager, Project Coordinator, Superintendent, Foreman, Safety, etc.)		\$56,868	\$3,554
Project Manager	M. Field Staff (Project Manager, Project Coordinator, Superintendent, Foreman, Safety, etc.)		\$256,698	\$16,044
Assistant Project Manager	M. Field Staff (Project Manager, Project Coordinator, Superintendent, Foreman, Safety, etc.)		\$157,968	\$9,873
Superintendent	M. Field Staff (Project Manager, Project Coordinator, Superintendent, Foreman, Safety, etc.)		\$250,774	\$15,673
Assistant Superintendent	M. Field Staff (Project Manager, Project Coordinator, Superintendent, Foreman, Safety, etc.)		\$157,968	\$9,873
Safety Manager	M. Field Staff (Project Manager, Project Coordinator, Superintendent, Foreman, Safety, etc.)		\$35,543	\$2,221
Project Coordinator	M. Field Staff (Project Manager, Project Coordinator, Superintendent, Foreman, Safety, etc.)		\$26,460	\$1,654
Final Clean	N. Final Cleaning And Cleaning Supplies	Cost of Work to be Subcontracted	\$0	\$0
Temp. Fire Protection	O. Fire Extinguishers and Other Safety Items	Does not include PPE	\$7,759	\$485
Safety / First Aid	P. First Aid Supplies		\$9,041	\$565
General Liability Insurance	Q. Liability and OCP/Builder's Risk Insurance		\$224,749	\$14,047
Builders Risk Insurance	Q. Liability and OCP/Builder's Risk Insurance		\$52,642	\$3,290
As-Built Survey	R. Licensed Surveys	Allowance	\$5,992	\$374
Payment and Performance Bond	S. Payment And Performance Bonds – Construction Manager & Subcontractors	Does not include subcontracting bonding	\$279,949	\$17,497
Payroll Taxes	T. Payroll Taxes	incl'd with 40% Labor Burden	\$0	\$0
Permits & Fees	U. Fees as Applicable	By Others per Addendum 2	\$0	\$0
Courier / Postage	V. Postage / Express Mail / Courier		\$3,464	\$217
Construction Photographs	W. Progress Photos	with C. Drone Operations	\$0	\$0
Reproduction Expense For Submittals/Shop Drawings	X. Reproduction Expense For Submittals/Shop Drawings	Assume Digital or use of office copier	\$0	\$0
Construction Signs	Y. Safety Signage Barricades, Etc.	Barricades to be Cost of Work if needed	\$541	\$34
Sales Tax On Non-Incorporated Items	Z. Sales Tax On Non-Incorporated Items	Cost of Work (COW)	\$0	\$0
Project Sign	AA. Site Project Sign		\$1,751	\$109
Site Video to Document Construction (start to finish)	BB. Site Video to Document Construction (start to finish)	Allowance depending on vendor	\$7,490	\$468
Staff Health Insurance	CC. Staff Health Insurance	incl'd with 40% Labor Burden	\$0	\$0
Construction Utility Consumption	DD. Temporary & Permanent Utility Usage Cost During Construction (Electrical/Water)	Must be Cost of Work to be Tax Exempt	\$0	\$0
Storage Trailer - Incl. Drop off and Pick Up	EE. Temporary Trailers for Field Office, Restroom, Storage, etc.		\$3,745	\$234
Small Tools	FF. Tools & Equipment		\$3,243	\$203
Worker's Compensation	GG. Worker's Compensation	incl'd with 40% Labor Burden	\$0	\$0
TOTAL			\$1,741,744	\$108,859

1. General Conditions average monthly cost is calculated per above based on 12 month schedule and \$39,000,000 GMP. Given that General Conditions costs above are driven by both duration and total project cost, any change to duration or GMP amount will be affected.

2. All pricing is strictly for the Field Offices and does not include costs associated with the building. Costs for these items related to the construction of the building (listed as Cost of Work (COW)) will be finalized at GMP upon receipt of Construction Documents so that quantities, building materials and MEP Systems can be determined from final design scope and dimensioned drawings.

3. One time expenses such as insurance and payment and performance bond to be billed as expense is incurred typical within the first month of the projects construction phase. We provided two average monthly costs above to illustrate what an up front month may cost vs the average of the remaining months.

Based Upon Estimated 16 mos Construction Schedule and Contingent Upon Final Design & GMP

Proposal Ref	Item	Amount	Note
VII/E/1	PRECONSTRUCTION FEE & OVERHEAD COSTS	\$ 58,500	base contract
	CONSTRUCTION OVERHEAD COSTS (GENERAL CONDITIONS)		
VII/E/2	Proposed (firm)	\$ 1,741,744	
see below	Future (estimated)	\$ 730,000	
VII/E/3	CONSTRUCTION FEE (3% of \$39M Cost of Work)	\$ 1,170,000	
GRAND TOTAL		\$ 3,700,244	estimated

16 mo Total GCs in Proposal	\$1,741,744
Additional Estimated Future GCs (see below)	\$730,000
Estimated Total GCs for Project	\$2,471,744

Proposal Ref	Estimated Future GCs	\$730,000
VI/B	Daily Clean Up – Depending on the type of construction this can vary greatly, i.e. masonry vs. tilt wall vs. steel. We require our trade partners to provide labor for composite crews to provide this task therefore the labor is covered with our trade scopes. \$75k	\$75,000
VI/D	Dumpsters and Debris Removal – this item will be covered in Cost of Work and not general conditions for the same reason as used above for weekly cleaning. \$50K based on masonry construction	\$50,000
VI/K	Sanitary Facilities – we have included office tanks for the jobsite office but did not include facilities for the work force as that can vary by number of workers on site and the type of construction will govern. \$50K	\$50,000
VI/N	Final Cleaning and Cleaning Supplies – this work is performed by a subcontractor, we get the pricing from them at GMP once all materials are determined and they can price accordingly, i.e. types of flooring, amount of glass, etc. \$12K to \$30k depending on finishes and amount of glass	\$30,000
VI/S	Subcontractor Bonding – we will include subcontractor bonding on subcontractors with scope over \$500k we have not included this cost in our general conditions but will finalized once proposals are received then we can evaluate those in that threshold. \$350K depends on threshold of subcontractors over \$500,000 in contract value.	\$350,000
VI/X	Reproduction Expense For Submittals/Shop Drawings – we assume all submittals will be digital, we did include onsite copier for minor reproduction.	\$0
VI/Y	Barricades – we do not include any roadway or site barricades as a scope has not been defined to see if needed. Not anticipated	\$0
VI/DD	Temporary & Permanent Utility Usage Cost During Construction (Electrical/Water) - This is a cost that will be covered in cost of work and can be priced once MEP systems are designed to estimate monthly costs for electrical. Site water can also vary greatly depending on building pad and foundation systems, curing, testing, and masonry quantities. Both meters should be carried separately from the meters for the jobsite office so that they can be tax exempt. Temporary Power could be around \$1.25 per square foot and Permanent Power for HVAC can range from \$8,000 to \$12,000 per month depending on efficiency of the system being used. Temp Power \$75k plus early HVAC startup \$48k	\$125,000
BC Estimate during proposal discussions	Construction Equipment is not priced in general conditions and will be finalized at GMP once scopes are determined. BCGC Equipment would likely consist of a forklift or bobcat depending on the project needs roughly \$2,500 to \$3,000 per month, \$35k to \$50k	\$50,000

End of

15.2.6

Supplemental

Documents

(001-004)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

New City Hall / Justice Center

THE OWNER:

(Name, legal status and address)

City of Taylor
400 Porter St.
Taylor, Texas 76574

THE ARCHITECT:

(Name, legal status and address)

Randall Scott Architects, Inc.
4975 Preston Park Blvd., Suite 620
Plano, TX. 75093
979-644-9100

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13	MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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User Notes:

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15 **CLAIMS AND DISPUTES**



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission via email.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Contractor's review of site is limited to visual observations and review of the Geotechnical Report, when issued and work will be performed according to the contract documents as design by engineer of record.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

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similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time and general conditions for delays shall be extended for up to 60 days after the initial date of substantial completion and if agreed to by the parties except for changes in work per article 7.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;

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- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and

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litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

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§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract

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Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. Owner shall be solely responsible for all costs to abate or remediate hazardous materials.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in

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accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor

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an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

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§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

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- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

(Paragraphs deleted)

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

§ 15.4.4 Consolidation or Joinder

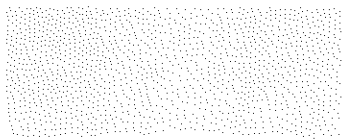
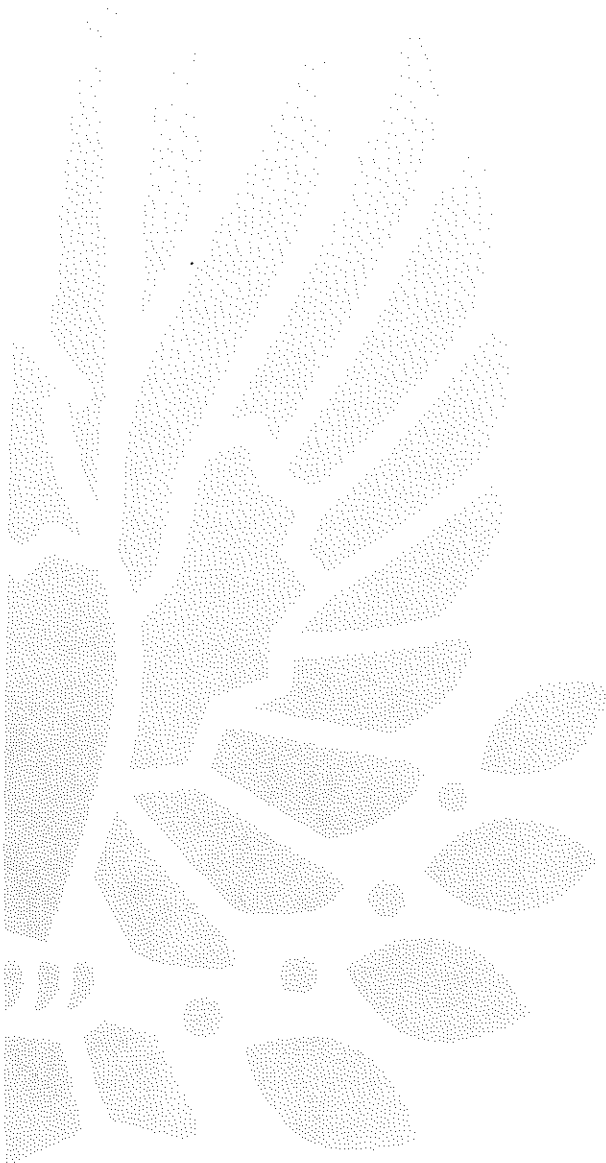
§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration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

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose

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presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



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PAGE 1

New City Hall / Justice Center

...

City of Taylor
400 Porter St.
Taylor, Texas 76574

...

Randall Scott Architects, Inc.
4975 Preston Park Blvd., Suite 620
Plano, TX. 75093
979-644-9100

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§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement via email.

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§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Contractor's review of site is limited to visual observations and review of the Geotechnical Report, when issued and work will be performed according to the contract documents as design by engineer of record.

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§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented

in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect ~~may determine~~ and general conditions for delays shall be extended for up to 60 days after the initial date of substantial completion and if agreed to by the parties except for changes in work per article 7.

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§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. Owner shall be solely responsible for all costs to abate or remediate hazardous materials.

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§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- ~~.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~
- ~~.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.~~

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

Certification of Document's Authenticity

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I, Sean Stevens, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:52:02 ET on 06/10/2024 under Order No. 4104243246 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

Sean Stevens
(Signed)

Project Executive
(Title)

6/10/24
(Dated)